

A G E N D A

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METRO

Agenda

MEETING: METRO COUNCIL REGULAR MEETING
DATE: June 10, 1999
DAY: Thursday
TIME: 2:00 PM
PLACE: Council Chamber

CALL TO ORDER AND ROLL CALL

1. INTRODUCTIONS

2. CITIZEN COMMUNICATIONS

3. EXECUTIVE OFFICER COMMUNICATIONS

4. AUDITOR COMMUNICATIONS

5. MPAC COMMUNICATIONS

6. METRO LEGISLATIVE UPDATE

PacWest

7. CONSENT AGENDA

7.1 Consideration of Minutes for the June 3, 1999 Metro Council Regular Meeting.

8. ORDINANCES - FIRST READING

8.1 **Ordinance No. 99-808**, Amending the FY 1998-99 Budget and Appropriations Schedule in the Growth Management Department of the Planning Fund transferring \$42,350 from Contingency to Personal Services to fund annexation processing services purchased by the local jurisdictions; and Declaring an Emergency.

8.2 **Ordinance No. 99-809**, For the Purpose of Amending Ordinance No. 98-788C Which Amends the Metro Urban Growth Boundary and the 2040 Growth Concept Map in Ordinance No. 95-625A in Urban Reserve Area 55 of Washington County. (*Notice: Deadline for written testimony on Ordinance No. 99-809 that supplements the May 26, 1999 Public Hearing held at the Growth Management Committee, is June 10, 1999. Oral testimony will be allowed at the June 17, 1999 second reading for the purpose of argument related to materials in the record.*)

8.3 **Ordinance No. 99-810**, For the Purpose of Amending the Budget and Appropriation Schedule for FY 1998-99 by Transferring \$50,000 from Contingency to Personal Services in the Zoo Operating Fund, and Declaring an Emergency.

9. **CONTRACT REVIEW BOARD**

9.1 **Resolution No. 99-2790**, For the Purpose of Providing an Exemption from the Competitive Bidding Requirement for a Request for Proposals for the Construction Manager/General Contractor Services for the Expo Hall "D" Construction Project. Kvistad

10. **EXECUTIVE SESSION HELD PURSUANT TO ORS 192.660(1)(e). DELIBERATIONS WITH PERSONS DESIGNATED TO NEGOTIATE REAL PROPERTY TRANSACTIONS.**

10.1 **Resolution No. 99-2796**, For the Purpose of Authorizing the Executive Officer to Purchase Property in the Willamette Narrows Section of the Willamette River Greenway Target Area. Atherton

11. **COUNCILOR COMMUNICATION**

ADJOURN

Cable Schedule for June 10, 1999 Metro Council Meeting

| | Sunday (6/13) | Monday (6/14) | Tuesday (6/15) | Wednesday (6/16) | Thursday (6/10) | Friday (6/11) | Saturday (6/12) |
|---|----------------------------|-----------------------------|-------------------|---------------------|-----------------------------|-----------------------------|----------------------------|
| CHANNEL 11 (Community Access Network) (most of Portland area) | | 4:00 P.M. | | | | | |
| CHANNEL 21 (TVCA) (Washington Co., Lake Oswego, Wilsonville) | | | | | | | |
| CHANNEL 30 (TVCA) (NE Washington Co. - people in Wash. Co. who get Portland TCI) | | | | | | | |
| CHANNEL 30 (CityNet 30) (most of City of Portland) | 8:30 P.M. | | | | | | |
| CHANNEL 30 (West Linn Cable Access) (West Linn, Rivergrove, Lake Oswego) | | 12:00 P.M. (5/6 meeting) | | 10:00 P.M. | 11:00 P.M. (6/3 meeting) | 10:30 P.M. (6/3 meeting) | 7:00 A.M. (6/3 meeting) |
| CHANNEL 19 (Milwaukie TCI) (Milwaukie) | 4:00 P.M. (6/3 meeting) | | | | | 10:00 P.M. (6/3 meeting) | 9:00 A.M. (6/3 meeting) |

PLEASE NOTE THAT ALL SHOWING TIMES ARE TENTATIVE BASED ON THE INDIVIDUAL CABLE COMPANIES' SCHEDULES.

PUBLIC HEARINGS: Public Hearings are held on all Ordinances second read and on Resolutions upon request of the public. Agenda items may not be considered in the exact order. For questions about the agenda, call Clerk of the Council, Chris Billington, 797-1542. For assistance per the American Disabilities Act (ADA), dial TDD 797-1804 or 797-1540 (Council Office).

Agenda Item Number 7.1

Consideration of the June 3, 1999 Metro Council Meeting minutes.

**Metro Council Meeting
Thursday, June 10, 1999
Council Chamber**

MINUTES OF THE METRO COUNCIL MEETING

June 3, 1999

Council Chamber

Councilors Present: Rod Monroe (Presiding Officer), Susan McLain, Ed Washington, Rod Park, Bill Atherton

Councilors Absent: David Bragdon, Jon Kvistad (both on Metro business)

Presiding Officer Monroe convened the Regular Council Meeting at 2:08 p.m.

1. INTRODUCTIONS

Councilor Washington introduced George Middle School students who would be presenting an environmental modeling study. He noted that he had just been on a canoe tour of the area and enjoyed it very much. He thanked the students for their efforts. He asked Charlie Ciecko to come forward.

3. ENVIRONMENTAL MONITORING STUDY AT SMITH AND BYBEE LAKES WILDLIFE AREA.

Charlie Ciecko, Regional Parks and Greenspaces Department Director, was excited to have this group of students present their study today. He said he and his department had been briefed about a year ago about the project by Ginny Rosenberg, a teacher at George Middle School. He said the study had been in progress since 1997 in partnership with the Fish and Wildlife Service, PSU, Metro and the school. He reported he was so impressed with the project he asked the students to present to the Council. He introduced the teachers.

Ginny Rosenberg, George Middle School teacher and participant in a PSU Title 11 Urban Ecosystem Program grant whose goal was to turn classroom work into information useful to the community. She commented that working with the Urban Ecosystem Program and the biologists from Metro had precipitated a question to her students as to why they attended school. Their answers all pertained to the future and she was truck with the fact that none of them answered with regard to "now". She said these students had come to understand they attended school to be active citizens.

Robbi Osborn, George Middle School teacher, thanked the council and the Parks and Greenspaces folks who had been involved in helping with the study, specifically Emily Roth and James Davis. She noted the experiences of this project were invaluable to the students.

Keira Dium, student, explained the Smith and Bybee Lakes wetlands project they had been working on for 3 years. She showed maps and aerial photographs of the area and explained why the dam had been built there and why it should be removed.

Rochelle Barry and **Jennifer Cha** reviewed the map delineation process and how the digitizer worked to produce graphs of the area. They showed graphs of wetland forest and open water with plant life present in the area.

Josh Boes, Daniel Fortier, Ariel Chavan, Julie Bounmasanonh and Bounmy Sitthiso showed aerial photographs from different time periods showing the progress of the fill, open water and wildlife habitat in the area. They noted that when the dam was removed it would help the area's natural habitat for shorebirds and invertebrates and help the water in the lakes become fresher and more beneficial to wildlife. They suggested getting data on water depth and keep photographic records to compare the progress of the area. They noted that they had learned how all the elements of nature were connected and dependent on each other. The students thanked everyone involved in helping them with the project.

Councilor Atherton said he was unaware the dam was scheduled for removal. He asked when it would be done.

Mr. Ciecko said they were hoping to take the dam out. They were sorting out some funding and legal issues at this time. The ultimate plan was to remove the dam and restore the natural tidal fluctuations of the lakes.

Councilor McLain thanked the students for their presentation. She said they had done a great job getting their message across, both visually and verbally.

Councilor Park added that he was impressed with the quality of the presentation. He thought it was very thorough and well done. He thanked them for coming.

Councilor Washington asked the students who had not spoken to introduce themselves. (They did, but not into the microphone so the names were unintelligible.) The Councilor continued that this was one of the finest presentations he had seen from students. He thanked PSU for their involvement in the project and urged the council to take the canoe tour with Ms. Roth.

2. CITIZEN COMMUNICATION

Linda Bauer, 6232 SE 158th, Portland, OR 97236. read quotes from a letter written on July 8 from a Portland City staff person to the city engineer in response to a question from Commissioner Hales' office. "Please note: these improvements will only provide a marginal capacity improvement for this intersection. The volume to capacity ratios for this intersection will be exceeding one by the time currently approved developments are fully occupied. In order to provide for long range capacity, Foster Road would have to be developed as a 5 lane roadway. This is not being proposed." Then, in February, a staff person wrote "the surrounding major street system and intersections are currently operating at or near capacity. The additional 35 lots and approximately 335 additional trips will further impact traffic in the area. The pre-application notes requested that the traffic study analyze how a fully improved SE 152nd to Barbara Welch Road would help address the congestion and accident data in the area. This analysis was not done. Transportation Planning is concerned about the increased traffic and congestion the subdivision will create in already over, or at, capacity. The design process has begun for improvements at the major intersections, which when built, should relieve some of the congestion, but these improvements are not built and the true impacts of the developments will not be known until the area is built out." The final quote from staff, from February of this year, was "The applicant is proposing access be connected through Hawthorne Ridge via 152nd to Bybee. The additional traffic from this development will increase the traffic impact on 152nd to

excessive levels for a local service street. Therefore, traffic management will support this street configuration with the extension of improvements on 152nd south to Ogden Drive." She said they were talking about development on the hill that used to be pasture land. They had approved a subdivision of 296 lots with only one through street in the entire subdivision. Traffic Calming said maximum for a local service street was 1,000 and this subdivision was approved with 3,000 trips. She said developments were added and now that one through street had to handle 5,000 trips per day.

Councilor Park thanked Ms. Bauer for her presentation. He asked what had occurred in discussions with the City of Portland regarding their concerns.

Ms. Bauer said the traffic engineer thought the street classification might be changed from local service street to arterial so there would be no reason to complain because arterials carried 5,000-10,000 trips a day. She asked the council to endorse the grant application for the city of Portland and if the city was granted an extension on their Title 6 work that it be very short because other developments were ghosted in without local service streets. She said it was getting out of hand.

Councilor Park asked Councilor McLain if she knew if the extension mentioned would be coming out of Growth Committee

Councilor McLain commented that a third set of compliance plans would be coming before council shortly and asked staff if this particular extension had already been voted on. She did not think so, but wanted to be sure.

Councilor Atherton appreciated Ms. Bauer's presentation because she had raised an issue which was fundamental to the purpose of this agency which was to protect shared resources between communities, and special regional assets such as transportation. He believed Foster Road was a regional asset.

Presiding Officer Monroe said yes, they had just approved this part of the MTIP process, some bridge improvements and intersection improvements in the area.

Councilor Atherton noted that part of that was fish friendly as well as a safety issue related to some intersection work, but said the overall issue was the buildout impacts. He asked if Portland was collecting a Systems Development Charge adequate to increase capacity on Foster Road.

Ms. Bauer said she did not know if it was adequate. She said the \$7 million request was denied for Foster at Barbara Welch.

Presiding Officer Monroe said her testimony was helpful and important, and although it was primarily the City of Portland's issue, they did talk to each other and he would forward the concern.

Brian Lightcap, 13342 NW Newberry Rd, Chairman of the West Multnomah Soil Water Conservation District, 2115 SE Morrison, Portland, OR 97214 provided written testimony (a copy of which can be found in the permanent record of this meeting) and explained that he was elected to this position and their sole mission was environmental and conservation issues. He noted he had been an advocate for removing the dam at Smith & Bybee Lakes for over 20 years

and was interested to see the school kids were working on that project still. He said he would be glad to answer any questions about his letter of testimony regarding their selection to WRPAC.

Presiding Officer Monroe called for questions.

Councilor Atherton asked if this issue had been brought before their board and was told it had been and they concurred with the decision noted in the letter and were fully responsible for it.

Councilor Atherton asked if anyone from Metro had contacted him about this issue.

Mr. Lightcap said he has spoken to Councilor McLain briefly and he had been chastised for that by Mike Houck, although Mr. Houck said he did support the nomination.

Councilor McLain told Mr. Lightcap that they were delighted to have the support of his group on WRPAC. She said the water and soil conservation districts were important contributors to the committee.

Mr. Lightcap commented that about 15 years ago he was the "Liz Callison" of the Wildwood Landfill. He thanked the council for their time.

Presiding Officer Monroe asked about a letter he had written to Mr. Lightcap.

Mr. Lightcap said he had received the letter, but due to circumstances beyond his control, he was remiss in not showing it to Ms. Callison. He said, however, he had fully briefed her about her responsibilities and she was fully aware of them.

Presiding Officer Monroe wanted Mr. Lightcap to understand that the council wanted his conservation district represented at WRPAC, but the Metro council had the authority to approve or disapprove nominees. He said the council had chosen not to approve Ms. Callison's nomination and respectfully asked Mr. Lightcap to submit another name to be their representative to WRPAC.

Mr. Lightcap reiterated that his letter of testimony said they did not intend to do that. He said they wanted a responsible, knowledgeable person on the WRPAC committee, and they did not have any other options. He said the best he could do was be her alternate. He requested them to reconsider her. He was sure it could be worked out.

Presiding Officer Monroe said maybe the council should not have the authority to approve or disapprove, but they did have.

Mr. Lightcap said perhaps they did.

Presiding Officer Monroe said they did have the authority, and the majority of the council chose not to approve the appointment. He said he had not heard that any of them had changed their mind, so when and if he was ready to submit another nominee, the council would consider it.

Mr. Lightcap said if councilors were willing to divulge their reasons, they could do that, but it would be public record. He said their elected board would be fully responsible for their representative, and though they knew that came with some risk, they were willing to take that risk. He said he would be glad to discuss personalities at another council meeting or at a future board meeting but they would not submit another person. He said he would take whatever means necessary, and perhaps the conservation districts now on Metro would withdraw as they tried to work pretty closely together. He said he was aware this was a confrontational issue and it was the Metro council's responsibilities to approve or not. He said over the years as chairman, he had always had a liaison he would meet with quarterly. He noted that the West board had a lot of constituency outside the Metro boundary and it was sometimes not apparent who they had to meet on the Metro council, because since they considered it an urban council they did not think about it much. He said if the Metro council could suggest somebody to meet with him on a quarterly basis to discuss whatever issues the council had with the representative, he could be the go-between and meet with her. He suggested that as a way to ease into this relationship with WRPAC.

Councilor Park commented that he was not sure how much of West Multnomah County was outside the Metro boundary, but noted a substantial amount of land in his district, represented by East Multnomah County, was outside the boundary. He said a significant part of Clackamas County was also outside the boundary. He felt a rural perspective was provided, and as a working farmer, he felt he also had a good perspective of rural concerns. He asked Mr. Cooper if issues what had been brought up here should be discussed at a formal setting or privately as suggested. He was a little uncomfortable with how they might be proceeding.

Dan Cooper, Office of the General Counsel, answered that he would be happy to give advice about the consequences of saying things during council meetings where they were acting in their official capacity as a councilor versus what rules applied outside as a private citizen. He would not say do it one way or the other, but would give advice about the potential consequences either way.

Councilor McLain offered, as chair of WRPAC, to attend Mr. Lightcap's meetings, talk to him on a quarterly basis, or do anything else to help work through this new relationship with advisory committee responsibilities.

Mr. Lightcap answered that they were taking a rest at this time. He noted they had worked on the Sturgeon Lake restoration project, and before that the Wildwood Landfill and regional siting process which they took to the state level. He said there were times when the committee was very active and times they were less active. He said they were in a building period now. He mentioned that they had the best board composition he could recall at this time with farmers, foresters, activists, and community representatives. He said they had decided to make themselves more accessible to the public by meeting around the region instead of just at the Multnomah County planning building. He said the last meeting had been at the grange and the July meeting would be at the Audobon House. He said he would communicate the locations of the meetings to Councilor McLain. He felt the biggest challenge to his committee was making sure the public knew they were available and able to assist people in getting funds for their water quality projects.

Councilor Washington asked Mr. Cooper when this council takes action on a nomination, up or down, were they obligated to meet and try to resolve the differences of why they voted the way they voted. He felt the council

Mr. Cooper said they had no legal obligation to do so.

4. EXECUTIVE OFFICER COMMUNICATIONS

None.

5. AUDITOR COMMUNICATIONS

Alexis Dow, Auditor, presented her report on the Household Hazardous Waste Program. She introduced Leo Kenyon, staff auditor responsible for the report. By way of background, she reported that the Hazardous Waste Program processed approximately 2.3 million pounds of hazardous waste last year, serving approximately 30,000 customers at a cost of \$2.8 million, and generated only about \$108,000 in revenue. She reported there were two permanent collection facilities and explained the elements of the program. She reported that although the expenses were quite high relative to the revenues, they were staying fairly level, about \$2.8 to \$3 million. She said a consultant brought in a couple of years ago to compare the program to other hazardous waste programs concluded that Metro's Household Hazardous Waste Program was much more comprehensive than most other programs and also cost more. It was recommended that Metro enhance its already strong monitoring of hazardous waste by conducting periodic customer surveys to help continue public education and expand the utilization of the program. They also recommended focusing on managing costs rather than reducing them and improving cost efficiency by increasing the reclamation of paint. She reported that Metro had, in response to the recommendations, done customer surveys and made an effort to increase the cost efficiency and reclamation of latex paint. She said of the 3 customer surveys, the first was an intercept survey where they stopped 534 patrons at events and facilities to survey them about recycling paint. The second was a telephone survey that focused on other matters which found the greatest barriers to using Metro facilities was their distance. She noted costs had decreased significantly since 1996 because as the costs stayed fairly stable, the volume of hazardous waste handled was up significantly, thus making the cost per pound down and efficiency up. She showed a chart with comparisons of paint reclamation and explained the recovery and recycling process. She said currently the recycled paint was given away, but soon there would be a new latex recycling plant on-line that would cost approximately \$761,000. She reported the plan now was to recycle the paint through that facility and sell it rather than give it away. The expectation now was that they would sell approximately 86,000 gallons of paint. The plan was to sell the recycled paint to the general public for \$3 a gallon and to governments and non-profits for \$2 a gallon. She said if they sold the paint for those prices, they would recover their direct labor and material costs but none of the costs associated with constructing the facility. She noted that other states were selling their recycled paint at much higher prices, i.e. Atlanta County, NJ, sold a gallon for \$8 a gallon and Ohio sold it for \$15-17. She understood the paint coming through the new facility would be a medium grade paint.

Councilor Atherton asked how the market price of recycled paint was determined.

Ms. Dow responded that some government agencies were directed to buy recycled material when it was available, even if it cost a little more. She said the price depended on the quality of the paint and once that quality was determined, they could compare prices on the market.

Councilor Atherton asked if they collected more paint, would the system work better and keep the costs lower.

Ms. Dow said only to the extent that the fixed cost would be spread over a greater base and the depreciation on the new latex facility would be a fixed cost.

Councilor Atherton suggested that charging governments for the higher rate, another option might be to use fire stations as collection points because the personnel there was trained to handle hazardous materials. He asked if they had ever considered collecting a deposit from the sellers of hazardous materials to cover adequate disposal.

Leo Kenyon, Auditor, said Metro Regional Environmental Management had been considering different ways to charge at the front end. Nothing had been implemented. He noted it had, in fact, been considered in this report.

Councilor Park wondered if there was a demand for recycled paint or if they would just be storing more paint if they raised the cost.

Ms. Dow said there had been a preliminary decision to sell the recycled paint to recover the direct costs. If in fact it was a medium grade paint, there was the ability to collect more than direct costs. Based on their preliminary inquiries, she believed there was a market for the paint.

Councilor Park wanted to know how large the market was for paint, recycled or not. He wondered how many gallons local governments went through.

Ms. Dow said they were giving it away right now, so there was some use for it.

Councilor McLain asked if satellite events for household hazardous wastes had been included in the figures reported under "Other Programs".

Ms. Dow answered that the report addressed that in the "Elements of the Report".

Councilor McLain knew there were a number of neighborhood events but wanted to know if it included household waste. She asked if the surveys had covered only those 2 facilities or if it included the neighboring events.

Ms. Dow said the intercept survey occurred both at events and at the facilities.

Councilor McLain said her second issue was paint grade. She found the thesis of this report very good but felt it was important for the number to be "x" amount because different places would have different markets. She hoped that the real thesis of the report was that they should be looking at pricing or a different configuration of what they charged.

Ms. Dow said that was exactly the thesis, the recommendation was to price it at something reasonable. She was recommending that someone from Solid Waste look into it to set a price that would help defray the price of the household hazardous waste program.

Councilor Washington indicated that he had read Ms. Dow's report and thought there were some interesting points. He was comfortable at this time helping non-profits and anyone else to get the paint at a minimal cost, but since this was originally to keep paint out of the landfill, if they wanted to do more and charge people for it, he would have to study it more. He did not necessarily disagree but needed more information.

Ms. Dow did not think the report suggested doing away with the tiered pricing. She said a decision by council to keep the price relatively low for non-profits was a reasonable decision but she felt they should look at how best to provide all the services Metro wanted to do, and if they could recover their costs in some areas, they should go ahead and do that.

Councilor Atherton asked what other materials were coming into the land fill as household hazardous waste.

Mr. Kenyon answered that Metro handled 49 different types of household hazardous waste; gasoline, oil, pesticides, herbicides, etc.

6. MPAC COMMUNICATION

None.

7. METRO LEGISLATIVE UPDATE

Paul Phillips, Metro lobbyist, reviewed the guiding principals he had been given, to educate legislators about what Metro does and their issues, and to facilitate legislation by making sure Metro was viewed as a helpful hand. He said the hottest ticket right now was SB 2007, the tobacco settlement dollars. He was impressed with the quality of the new legislators. He said it was incumbent upon Metro to keep in touch with the interim committees and work the process because bills being passed now were setting up an ongoing process for some, for instance, salmon restoration and water issues. He said they should keep people in the partnership mode and educate them about what Metro was doing and how. He said they had specifically asked for 5 bills to move through and 4 of them should go today. He mentioned SB 838, the lot line adjustment bill; HB 2512, the business license one which had already been signed; SB 1062, conservation easements, which was not signed but was in the governor's office; and SB 1031, the boundary adjustments, which was already through the process. That left only the pool chlorine bill, SB 964, as the only bill that would not move forward this time. He said that bill got tied up because of preemption issues passed in 1995. He thought they could probably get results there by working with the Department of Agriculture to help address issues of pool chlorine and shutting down transfer stations and things of that nature, without the legislative process. He mentioned the 6 cent gas tax and a companion diesel tax. He felt it was way too early to tell what that looked like at this time. He summarized other issues of interest to the council.

Councilor Atherton asked there had been a response to Metro's letter of request for a hearing on the 20 year land law, HB 2595

Mr. Phillips did not recall receiving a written response but said he would check the bill file.

Mr. Cooper said there had been no response to his knowledge.

Presiding Officer Monroe said he had heard on the news that the Umatilla prison bill had been vetoed. He asked if that meant the Metzger proposal would move.

Mr. Phillips said there was a small work group working on the Day Road issue. He did not see any interest in siting the prison in eastern Oregon.

Presiding Officer Monroe said the governor had made it very clear that the prison would be in the Portland Metropolitan area. He asked about the bill that gave Metro boundary commission authority.

Mr. Phillips said SB 1031 had passed with an emergency clause amendment but had not been signed yet. He felt there was no reason to believe it would not be signed.

Mr. Cooper clarified that Metro would not become the boundary commission, but would simply have the authority to move their own boundaries.

Presiding Officer Monroe said the council liked the package that had come out of the House for the gas tax issue. He asked if the Senate Transportation Committee had shut down.

Mr. Phillips said both the Senate Transportation and Senate Revenue had been shut down. In response to a question from the Presiding Officer, he said it would be referred to both Transportation and Rules and the Senate President would open it up for hearings on that bill alone.

Presiding Officer Monroe asked about 1187, the bill allowing unlimited development on exception lands.

Mr. Cooper said as of today there had been no further scheduling of that bill in front of the House Water and Environment, which was still open because they had some hearings scheduled for tomorrow morning. He said 1187 had not showed up on any calendar at this time.

Councilor Park asked about SB 454, the removal of the income tests for EFU lands and how it might affect Metro boundaries.

Mr. Phillips said they were talking about a better way to address that, it would be heard tomorrow morning in committee.

Councilor Park asked about the potential proposals on that bill.

Mr. Phillips said he had not been directly involved with it but it was flagged to watch. He suspected it would come out of committee but he did not know what they were going to do with it.

8. CONSENT AGENDA

8.1 Consideration meeting minutes of the May 27, 1999 Regular Council Meeting.

Motion: **Councilor McLain** moved to adopt the meeting minutes of May 27, 1999 Regular Council Meeting.

Seconded: **Councilor Atherton** seconded the motion.

Vote: The vote was 5 aye/ 0 nay/ 0 abstain. The motion passed with Councilors Kvistad and Bragdon absent from the meeting.

9. ORDINANCES - SECOND READING

9.1 Ordinance No. 99-805, For the Purpose of Amending Metro Code Chapter 5.02 to Extend the Sunset Date for the Regional System Fee Credit Program to June 30, 2000, and Declaring an Emergency.

Motion: **Councilor Park** moved to adopt Ordinance No. 99-805.

Seconded: **Councilor Washington** seconded the motion.

Councilor Park thanked the previous council for their foresight on this in trying to create a win-win situation. He felt the ordinance encouraged the region to get to their recycling goals. He said this was a credit fee program and was a recovery based credit system, established in 1998 with a rate reduction. It was a one year pilot program with a July 30, 1999 sunset date and this ordinance would extend that date in order to give the program adequate time to see its effectiveness. He urged a do pass recommendation on Ordinance No. 99-805.

Presiding Officer Monroe opened a public hearing on Ordinance No. 99-805. No one came forward. **Presiding Officer Monroe** closed the public hearing.

Councilor Atherton asked what sort of new and specific information did they expect to gather over the next year.

Councilor Park asked Mr. Peterson to comment.

Terry Peterson, Interim Manager for REM, said the objective was to maintain the recovery rate in light of a decreasing tip fee. He said they would look at, and do an analysis of how or whether this program had helped maintain the recovery rate.

Vote: The vote was 5 aye/ 0 nay/ 0 abstain. The motion passed with Councilors Kvistad and Bragdon absent from the meeting.

10. RESOLUTIONS

10.1 **Resolution No. 99-2778**, For the Purpose of Establishing a Bi-State Committee of the Joint Policy Advisory Committee on Transportation (JPACT) and the Southwest Washington Regional Transportation Council (RTC).

Motion: **Councilor Washington** moved to adopt Resolution No. 99-2778.

Seconded: **Councilor Atherton** seconded the motion.

Councilor Washington reviewed that approval of the resolution would establish a bi-state transportation committee of JPACT and the RTC. If it is approved, JPACT and RTC would not take action on any issues of bi-state significance without referring the issue to the bi-state transportation committee for consideration and recommendation. He noted that JPACT had made 2 changes to the proposed IGA, clarifying that while any member of JPACT or RTC could request a referral of an issue to the subcommittee, an affirmative vote by either RTC or JPACT would be required to actually refer a matter to the subcommittee. At the request of the City of Gresham, an additional member was added to the subcommittee to represent smaller cities other than Portland and Multnomah County. He felt this was a necessary step and urged an aye vote.

Councilor Atherton supported this resolution because he felt they needed to formalize the voice from Washington state and this process would do that.

Presiding Officer Monroe said he had attended the RTC meeting in Battle Ground, Washington, yesterday where they discussed this item. They all agreed that this Bi-State Committee, representing key governments from both Clark and Multnomah Counties, would make more efficient opportunities for proper transportation related decision making for both sides of the Columbia River. He urged an aye vote.

Councilor Park said he would urge an aye vote also.

Councilor Washington thanked the councilors for their consideration and urged an aye vote.

Vote: The vote was 5 aye/0 nay/0 abstain. The motion passed with Councilors Kvistad and Bragdon absent from the vote.

Presiding Officer Monroe recessed the Metro Council and convened the Contract Review Board.

11. **CONTRACT REVIEW BOARD**

11.1 **Resolution No. 99-2777**, For the Purpose of Amending the Contract Between Metro and Northwest Ecological Research Institute (Contract No. 920892) for Western Painted Turtle Monitoring at Smith and Bybee Lakes Wildlife Area.

Motion: **Councilor Washington** moved to adopt Resolution No. 99-2777.

Seconded: **Councilor Atherton** seconded the motion.

Councilor Washington said this resolution authorized a 4 year contract extension with Northwest Ecological Research Institute (NERI) to monitor painted turtles at Smith and Bybee

Lakes. He noted that the turtle was listed as critically sensitive by the Oregon Department of Fish and Wildlife and the lakes were home to one of the largest known populations of painted turtles in the lower Columbia River system. He said the resolution was instigated at the request of the Smith and Bybee Lake management committee. He asked Mr. Ciecko if his department had seen a copy of the letter sent to council, dated June 3, in regard to this resolution. (See a copy of letter in the permanent record of this meeting.)

Mr. Ciecko said he was not familiar with the letter.

Councilor Washington said he had read the letter from Kevin O'Sullivan, a member of the Eastside Democratic Club. He was not sure of the purpose of the letter, although he did not feel it would impact his vote unless there was something of concern there. He asked for a short break so Mr. Ciecko could read the letter. He urged the council to give a full aye vote on the resolution.

Presiding Officer Monroe declared a two minute recess.

Mr. Ciecko read the letter during the break and commented to council that the monitoring project was a largely volunteer effort under the expert guidance of the NERI. Protecting the population of turtles in the Smith and Bybee Lakes area, identifying the size and distribution of the population, and identifying nesting sites was what the study was about so they could be preserved and protected. He commented on the letter's a suggestion to use the money to acquire alleged habitat. He felt the appropriate first step was to learn more about the population, their distribution and life habits, so they would know whether or not there was a need to acquire more land.

Councilor Washington wanted to make sure, since the letter had come late, that it was part of the record. He said he did not see how the letter would change his vote.

Presiding Officer Monroe said the letter would be part of the record.

Councilor Atherton explained for the audience that the letter was from the Eastside Democratic Club, indicating their view that it was better to put the money aside for acquisition of buffers and habitat area as opposed to doing more studies. He asked Mr. Ciecko if there would be an annual review of the contract.

Mr. Ciecko said the resolution stated that the continuation of the contract was subject to Council's annual appropriation of the funds necessary for that particular year.

Councilor Atherton said the original study was supposed to be a one year study and now it was extended for the second year. He asked if there was a report on the information from the study thus far.

Emily Roth, Manager of the Smith and Bybee Lakes wildlife area, responded that they were just into the first field season for collecting data, starting the beginning of April and going through October. The first year final report would not be ready until December.

Councilor Atherton said he had obtained a study on the Western Pond Turtle (closely related to the Western Painted Turtle) from the Washington Department of Fish and Wildlife indicating

that human disturbances were the most harmful to the turtle population. He agreed the study should run for at least another year, then review the scope and quality of the work. He did not know if an outside contractor was necessary or if staff could do it.

Mr. Ciecko said that there was not enough in house staff to undertake a project of this magnitude

Councilor Washington commented that perhaps this letter, which had arrived only 15-20 minutes before the council meeting, had other issues and was a kind of back door way to address those issues which had nothing to do with the contract. He urged an aye vote of the council.

Vote: The vote was 4 aye/ 1 nay/ 0 abstain. The motion passed with Councilor Atherton voting no and Councilors Bragdon and Kvistad absent from the vote.

11.2 **Resolution No. 99-2788**, For the Purpose of Authorizing an Exemption to Competitive Bidding Procedures Pursuant to Metro Code Chapter 2.04.054(c), and Authorizing the Executive Officer to Execute a Multi-Year Contract with the Oregon Historical Society.

Motion: **Councilor Atherton** moved to adopt Resolution No. 99-2788.

Seconded: **Councilor Washington** seconded the motion.

Councilor Atherton said this contract was a 5 year contract with the Oregon History Society to provide interpretive services at the Bybee farm and museum as part of the historical projects at Howell Territorial Park. He said they were uniquely qualified to provide this service. He recommended an aye vote.

Vote: The vote was 5 aye/ 0 nay/ 0 abstain. The motion passed unanimously with Councilors Kvistad and Bragdon absent from the vote.

Presiding Officer Monroe adjourned the contract review board and reconvened the Metro council.

Presiding Officer Monroe announced that some members of Local 483 were present and wanted to address the council.

Jim McEchron, Business Manager for Laborers Local 483, Municipal Employees, 4621 NE 74th, Portland, OR, said he had come to extend an invitation to Council to attend a Labor Day picnic at Oaks Park on September 6. His counterpart, Mr. Beatle, presented the Council with t-shirts for the event.

He noted they had been in contract negotiations since April and he felt it had been a positive and cooperative process. He thought they were very close to getting the contract resolved as all of the people at the table were problem solvers. He said they would go into mediation next week.

Richard Beatle, Secretary/Treasurer of Local 483, 8236 N. Dana, Portland, OR, did not speak but handled out t-shirts to the council.

Presiding Officer Monroe thanked him and said the council appreciated the dedication of the people who worked at the Zoo and in the Parks Department. He said Council had been briefed by Human Resources and they wanted a fair settlement also. He wanted Mr. McEchron to understand that the Council did not negotiate the settlement, the Executive Officer did. Council only got to approve the contract that came from that.

Mr. McEchron responded that this was not a bargaining session and he understood what the rule was.

Councilor Atherton felt this was unusual in his experience, and asked if there was something he wanted to communicate about the contract.

Mr. McEchron said no, they only wanted to extend an invitation to the picnic and tell where they were in the negotiations. He was hopeful that they would come to an agreement that would meet the needs of Metro and the users of the zoo and parks. He said the workforce was made up of dedicated and committed people.

Presiding Officer Monroe thanked them for coming and encouraged the council to attend the picnic.

12. COUNCILOR COMMUNICATION

Councilor Washington said the Enterprise Foundation and the Housing Development Center of Portland were beginning to put together a regional acquisition fund to benefit people and communities throughout the metropolitan area. The fund would be for available land acquisition and the money would come from the Enterprise Foundation. He announced a reception on June 9th to get a sense of whether the council was interested in seeing this happen. He said he would talk with each of the councilors in the next couple of days with more details and to find out whether or not they wanted to support the project in principal.

He also noted that the process to determine use of the disposable savings was moving ahead fairly quickly. He had information that the estimated savings for FY 99-00 was about \$3.72 million, FY 00-01 about \$6.3 million, FY 01-02 about \$6.21 million, FY 02-03 about \$6.41 million, and FY 03-04 about \$6.62 million. He said they had been receiving lots of phone calls and other information. He said the first public hearing would be next week at the REM committee meeting. He invited the council to attend the hearings if they could. He said SWAC would look at it on June 23 and 30 and he had asked the Presiding Officer to start council deliberations on July 22. He asked them to hold open July 22 through the first week in August. He also asked the Presiding Officer to have the Informal/EO and regular Council meetings available to deliberate on the matter. He wanted to make sure all the public information was available along with the SWAC information. August 4, and 11 if needed, would be available to go to the rate review committee and back to REM and Council for action about September 8 and 9. He asked them to begin to think about what they wanted to do. He said he would not make public his thoughts until after the public hearings at REM. He noted a great deal of interest in the savings all over the community and said they should expect a lot of calls.

Councilor Park asked if the numbers he cited included the savings from the STS contract and did they reflect the buy-down in terms of the current tippage fee that disappears after the change in the STS contract when the undesignated fund balance dropped out.

Councilor Washington said the information had been given to him as a thumbnail sketch. He said there would be much more discussion.

Councilor Park emphasized to citizens that the numbers were very fluid and they should pay attention to all the underlying factors that exist within those numbers, and not just the headlines. He wanted people to be aware that the savings was not all new money falling into the Metro coffers.

Councilor Washington appreciated his thoughts and said the figures he had were estimated savings. He said the public was invited to the REM hearings starting next Wednesday.

Councilor Atherton asked Councilor Washington if Metro was involved with Habitat for Humanity.

Councilor Washington was not positive but he thought there might be a representative from Habitat for Humanity on HTAC, but Metro was not directly involved with those organizations. He said he was very familiar with what they did. He said the Council tried to just be the rallying agency to deal with the issue on a region wide basis.

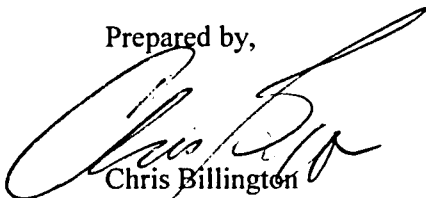
Councilor Atherton commented about the letter they, and with other cities as well, had sent to the state requesting a hearing regarding the 20 year land supply. He said to his knowledge, they had not even received the courtesy of a response. He felt there was nothing to be gained and everything to be lost by not having level, forthright conversations about issues that were important to people. He asked Presiding Officer Monroe for a comment.

Presiding Officer Monroe said the only thing he could say was they should make sure Metro did not operate that way.

11. ADJOURN

There being no further business to come before the Metro Council, Presiding Officer Monroe adjourned the meeting at 4:26 p.m.

Prepared by,



Chris Billington
Clerk of the Council

Document
Number

Document Date Document Title

TO/FROM

RES/ORD

Metro Council Meeting
June 3, 1999
Page 16

| | | | | |
|--------------------------|--------------|---|--------------------------------|---------|
| 060399c-01 | June 4, 1999 | Letter from West Multnomah Soil and Water Conservation District | Metro Council/Brian Lightcap | |
| 060399c-02 | June 3, 1999 | Letter from the Eastside Democratic Club | Metro council/Kevin O'Sullivan | 99-2777 |
| 060399C-03 060399c-04 | | Map and testimony re: Minutes from May 27 Council meeting | Linda Bauer | |

Agenda Item Number 8.1

Ordinance No. 99-808, Amending the FY 1998-99 Budget and Appropriations Schedule in the Growth Management Department of the Planning Fund transferring \$42,350 from Contingency to Personal Services to fund annexation processing services purchased by the local jurisdictions; and Declaring an Emergency.

First Reading

**Metro Council Meeting
Thursday, June 10, 1999
Council Chamber**

BEFORE THE METRO COUNCIL

| | | |
|--------------------------------------|---|----------------------------|
| AN ORDINANCE AMENDING THE FY 1998-99 |) | ORDINANCE NO. 99-808 |
| BUDGET AND APPROPRIATIONS |) | |
| SCHEDULE IN THE GROWTH MANAGEMENT |) | |
| DEPARTMENT OF THE PLANNING FUND |) | Introduced by Mike Burton, |
| TRANSFERRING \$42,350 FROM |) | Executive Officer |
| CONTINGENCY TO PERSONAL SERVICES |) | |
| TO FUND ANNEXATION PROCESSING |) | |
| SERVICES PURCHASED BY LOCAL |) | |
| JURISDICTIONS; AND DECLARING AN |) | |
| EMERGENCY |) | |

WHEREAS, The Metro Council has reviewed and considered the need to transfer appropriations with the FY 1998-99 Budget; and

WHEREAS, The need for a transfer of appropriation has been justified; and

WHEREAS, Adequate funds exist for other identified needs; now, therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS:

1. That the FY 1998-99 Budget and Schedule of Appropriations for the Planning Fund are hereby amended as shown in the column entitled "Revision" of Exhibits A and B to this Ordinance for the purpose of transferring \$42,350 from Contingency to Personal Services in the Growth Management Department to fund annexation processing services purchased by local jurisdictions.

2. This Ordinance being necessary for the immediate preservation of the public health, safety or welfare of the Metro area in order to meet obligations and comply with Oregon Budget Law, an emergency is declared to exist, and this Ordinance takes effect upon passage.

ADOPTED by the Metro Council this _____ day of _____, 1999.

Rod Monroe, Presiding Officer

ATTEST:

Approved as to Form:

Recording Secretary

Daniel B. Cooper, General Counsel

Exhibit A
Ordinance No. 99-808
Planning Fund

| ACCT | DESCRIPTION | Current Budget | | Revision | | Revised Budget | |
|---|---------------------------------|----------------|--------------------|-------------|-------------------|----------------|--------------------|
| | | FTE | Amount | FTE | Amount | FTE | Amount |
| Growth Management | | | | | | | |
| <i>Personal Services</i> | | | | | | | |
| <i>SALWGE</i> | <i>Salaries & Wages</i> | | | | | | |
| 5010 | Reg Employees-Full Time-Exempt | | | | | | |
| | Administrative Assistant | 1.00 | 36,621 | 0 | 0 | 1.00 | 36,621 |
| | Assoc Public Affairs Specialist | 0.98 | 44,376 | 0 | 0 | 0.98 | 44,376 |
| | Assoc. Management Analyst | 1.00 | 39,678 | 0 | 0 | 1.00 | 39,678 |
| | Assoc. Regional Planner | 6.95 | 299,985 | 0 | 0 | 6.95 | 299,985 |
| | Asst. Regional Planner | 6.00 | 231,142 | 0 | 0 | 6.00 | 231,142 |
| | Asst. Trans. Planner | 0.05 | 2,041 | 0 | 0 | 0.05 | 2,041 |
| | Manager | 0.02 | 1,391 | 0 | 0 | 0.02 | 1,391 |
| | Principal Management Analyst | 0.35 | 20,146 | 0 | 0 | 0.35 | 20,146 |
| | Senior Accountant | 0.30 | 14,917 | 0 | 0 | 0.30 | 14,917 |
| | Senior Director | 1.00 | 96,775 | 0 | 0 | 1.00 | 96,775 |
| | Senior Management Analyst | 1.65 | 88,709 | 0 | 0 | 1.65 | 88,709 |
| | Senior Manager | 0.98 | 73,156 | 0 | 0 | 0.98 | 73,156 |
| | Senior Program Supervisor | 5.67 | 353,979 | 0 | 0 | 5.67 | 353,979 |
| | Senior Regional Planner | 8.75 | 466,001 | 0 | 0 | 8.75 | 466,001 |
| 5015 | Reg Empl-Full Time-Non-Exempt | | | | | | |
| | Administrative Secretary | 1.00 | 33,636 | 0 | 0 | 1.00 | 33,636 |
| | Planning Technician | 1.00 | 26,316 | 0 | 0 | 1.00 | 26,316 |
| | Program Assistant I | 1.00 | 29,077 | 0 | 0 | 1.00 | 29,077 |
| 5030 | Temporary Employees | | 12,646 | | 32,128 | | 44,774 |
| <i>FRINGE</i> | <i>Fringe Benefits</i> | | | | | | |
| 5100 | Fringe Benefits | | 645,354 | | 10,222 | | 655,576 |
| Total Personal Services | | 37.70 | \$2,515,946 | 0.00 | \$42,350 | 37.70 | \$2,558,296 |
| Total Materials & Services | | | \$1,770,099 | | \$0 | | \$1,770,099 |
| Total Debt Service | | | \$96,007 | | \$0 | | \$96,007 |
| Total Capital Outlay | | | \$54,164 | | \$0 | | \$54,164 |
| Total Interfund Transfers | | | \$880,816 | | \$0 | | \$880,816 |
| <i>Contingency and Ending Balance</i> | | | | | | | |
| <i>CONT</i> | <i>Contingency</i> | | | | | | |
| 5999 | Contingency | | 149,135 | | (42,350) | | 106,785 |
| Total Contingency and Ending Balance | | | \$149,135 | | (\$42,350) | | \$106,785 |
| TOTAL REQUIREMENTS | | 37.70 | \$5,466,167 | 0.00 | \$0 | 37.70 | \$5,466,167 |

Exhibit B
Ordinance 99-808
FY 1998-99 SCHEDULE OF APPROPRIATIONS

| | <u>Current Budget</u> | <u>Revision</u> | <u>Revised Budget</u> |
|-----------------------------------|---------------------------|-----------------|---------------------------|
| PLANNING FUND | | | |
| Transportation Planning | | | |
| Personal Services | \$3,914,573 | \$0 | \$3,914,573 |
| Materials & Services | 13,311,140 | 0 | 13,311,140 |
| Debt Service | 2,123,500 | 0 | 2,123,500 |
| Capital Outlay | 69,775 | 0 | 69,775 |
| Subtotal | 19,418,988 | 0 | 19,418,988 |
| Growth Management Services | | | |
| Personal Services | 2,515,946 | 42,350 | 2,558,296 |
| Materials & Services | 1,770,099 | 0 | 1,770,099 |
| Debt Service | 96,007 | 0 | 96,007 |
| Capital Outlay | 54,164 | 0 | 54,164 |
| Subtotal | 4,436,216 | 42,350 | 4,478,566 |
| General Expenses | | | |
| Interfund Transfers | 2,282,136 | 0 | 2,282,136 |
| Contingency | 368,122 | (42,350) | 325,772 |
| Subtotal | 2,650,258 | (42,350) | 2,607,908 |
| Unappropriated Balance | 0 | 0 | 0 |
| Total Fund Requirements | \$26,505,462 | \$0 | \$26,505,462 |

STAFF REPORT

CONSIDERATION OF ORDINANCE 99-808 AMENDING THE FY 1998-99 BUDGET AND APPROPRIATIONS SCHEDULE IN THE PLANNING FUND TRANSFERRING \$42,350 FROM CONTINGENCY TO PERSONAL SERVICES IN THE GROWTH MANAGEMENT DEPARTMENT TO FUND ANNEXATION PROCESSING SERVICES PURCHASED BY LOCAL JURISDICTIONS; AND DECLARING AN EMERGENCY.

Date: May 21, 1999

Presented by: Elaine Wilkerson
Sherry Oeser

FACTUAL BACKGROUND AND ANALYSIS

On January 1, 1999, the duties of the Portland Metropolitan Boundary Commission became the responsibility of the local jurisdictions with Metro taking on the role of providing a boundary appeals commission. The Boundary Commission's records were moved to Metro so that past actions are available for reference and research. In addition, Metro offered local jurisdictions optional annexation processing services on a fee for service basis. The local jurisdictions paid for this service and Metro hired a temporary employee to provide the services.

This action requests the transfer of \$42,350 from Contingency to Personal Services to provide the additional appropriation for the temporary position. Although not reflected in this action due to potential Budget Law violations, Metro has received revenue from the local jurisdictions sufficient to cover the requested Contingency transfer.

The department is in the process of evaluating these services to determine if they will continue in FY 1999-00.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Ordinance No. 99-808.

KTR:

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Agenda Item Number 8.2

Ordinance No. 99-809, For the Purpose of Amending Ordinance No. 98-788C Which Amends the Metro Urban Growth Boundary and the 2040 Growth Concept Map in Ordinance No. 95-625A in Urban Reserve Area 55 of Washington County.

First Reading

**Metro Council Meeting
Thursday, June 10, 1999
Council Chamber**

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AMENDING) ORDINANCE NO 99-809
ORDINANCE NO. 98-788C WHICH)
AMENDS THE METRO URBAN) Introduced by Growth Management
GROWTH BOUNDARY AND THE 2040) Committee
GROWTH CONCEPT MAP IN)
ORDINANCE 95-625A IN URBAN)
RESERVE AREA 55 OF WASHINGTON)
COUNTY)

WHEREAS, the Metro Council designated urban reserve areas in Ordinance No. 96-655E, including the portion of urban reserve area 55 inside Metro jurisdiction; and

WHEREAS, urban reserve study areas were shown on the 2040 Growth Concept map adopted as part of the Regional Urban Growth Goals and Objectives in Ordinance No. 95-625A and the map was amended by Ordinance No. 96-655E to show urban reserve areas; and

WHEREAS, Ordinance No. 96-655E is not acknowledged because it has been appealed to the Oregon Court of Appeals; and

WHEREAS, ORS 197.298(1)(a) requires that land designated as urban reserve land by Metro shall be the first priority land for inclusion in the Metro Urban Growth Boundary; and

WHEREAS, the Metro Council initiated a series of legislative amendments to the Urban Growth Boundary in 1998 as required by ORS 197.299(2)(a), including this ordinance for lands inside the Metro jurisdictional boundary; and

WHEREAS, notice of hearings was published and mailed in compliance with Metro Code 3.01.050(b), (c) and (d); and

WHEREAS, a series of hearings was held before the Council Growth Management Committee on October 6, 13, 20 and 27, and before the full Metro Council on November 10, 12,

16, 17, 19 and December 3, 1998 prior to adoption of Ordinance No. 98-788C on December 17, 1998; and

WHEREAS, notice of Proposed Amendment for urban reserve area 55, consistent with Metro Code and ORS 197.610(1), was received by the Oregon Department of Land Conservation and Development at least 45 days prior to the December 3, 1998 final hearing; and

WHEREAS, the staff report for these areas was available at least seven days prior to the December 3, 1998 final hearing; and

WHEREAS, Metro Code 3.01.012(c)(3) requires designation of regional design types consistent with the 2040 Growth Concept for the land added to the UGB; and

WHEREAS, Notice of Adoption of Ordinance No. 98-788C was filed on December 18, 1998, prior to four Notices of Appeal being filed with the Land Use Board of Appeal (LUBA); and

WHEREAS, the Metro Council authorized a notice of withdrawal of Ordinance No. 98-788C for reconsideration under LUBA's rules in Resolution No. 99-2769 on March 18, 1999; and

WHEREAS, the Metro Council Growth Management Committee held a public hearing on reconsideration of Ordinance No. 98-788C on May 26, 1999, and the Metro Council left the record open for written testimony until June 10, 1999; and

WHEREAS, the Metro Council considered all the evidence in the record, including public testimony in October, November, and December, 1998 hearings on Ordinance No. 98-788C and the hearing and written testimony on this ordinance to decide proposed amendments to the Urban Growth Boundary; and

WHEREAS, conditions of approval are necessary to assure that these urban reserve areas added to the Urban Growth Boundary are used to meet the need for housing consistent with ORS 197.299(2)(a) and the acknowledged 2040 Growth Concept; now therefore,

THE METRO COUNCIL HEREBY ORDAINS AS FOLLOWS:

1. Regional design types consistent with the Metro 2040 Growth Concept for the land added to the Metro Urban Growth Boundary by this ordinance as shown on attached Exhibit A are hereby adopted.
2. The Metro Urban Growth Boundary is hereby amended to add the lands shown on the map in Exhibit B, attached, and incorporated by reference herein (hereinafter, the "Lands").
3. The 2040 Growth Concept map adopted as part of Ordinance No. 95-625A is hereby amended to show the Lands in Exhibit B as within the UGB, instead of urban reserves.
4. This amendment of the Metro Urban Growth Boundary is based on Findings of Fact and Conclusions in Exhibit C, attached hereto and incorporated by reference herein. The Findings of Fact and Conclusions refer in a number of instances to the designation of lands as urban reserves and the fact that urban reserves are required to be considered first for additions to the Metro Urban Growth Boundary. All references in the Findings of Fact and Conclusions to urban reserves shall be construed only as describing the geographic areas designated in Ordinance No. 96-655E, and not as relying on the legal status of those areas as urban reserves. Notwithstanding any other provision of this Ordinance or the Findings of Fact or Conclusions supporting this Ordinance, the Council relies on the legal status of the Lands as urban reserves in adopting this Ordinance only as an alternative, and no provision of this Ordinance shall be construed as a final decision by the Council regarding the urban reserve status of the Lands or of other lands within Metro's jurisdictional boundary or of any other lands. The Findings of Fact

and Conclusions also contain some reference to portions of urban reserve areas that are outside Metro's district boundary. Findings of Fact and Conclusions referring to lands outside Metro's district boundary in URA 55 and planned facilities on those lands are not adopted by the Council to the extent that they relate to the suitability of such lands for future urbanization.

5. In support of Findings and Conclusions adopted in Section 2 of this Ordinance, the Council hereby designates as the record herein those documents submitted and before the Council for consideration on these lands during the periods between the October 6, 1998 Growth Management hearing, and the December 3, 1998 final hearing and final adoption of Ordinance No. 98-788C, the period between the March 18, 1999 hearing of the Growth Management Committee on Resolution No. 99-2769 and the Metro Council closing of the record for this Ordinance on June 10, 1999.

6. The amendment of the Metro Urban Growth Boundary is subject to the following conditions of approval:

A. The land added to the Urban Growth Boundary by this ordinance shall be planned and zoned for housing uses to the extent and in a manner consistent with the acknowledged 2040 Growth Concept text and the regional design types for the Lands shown on Exhibit A.

B. Prior to conversion of the new urbanizable Land to urban land available for development, the City of Hillsboro shall amend its comprehensive plan to incorporate an urban reserve plan for only the Lands as required by Metro Code and Title 11 of the Urban Growth Management Functional Plan. The urban reserve plan shall demonstrate that the Lands will be developed consistent with Metro Code section 3.01.012. The urban reserve plan

provisions to be added to the city's comprehensive plan shall include, but are not limited to, the following:

(1) The portions of the Lands west of River Road shall be designated for parks, greenspaces, Title 3 and recreation corridor uses substantially as shown on Exhibit D.

(2) The portion of the Lands shown as "low-medium density" residential areas on Exhibit D shall be assigned low-medium density zoning of at least 7 dwelling units per net developable acre;

(3) Development in the Gordon Creek neighborhood/main street around the SE Davis - Brookward intersection shown on Exhibit D shall be assigned the following zoning:

a The portion of the Lands shown as "Medium-high" density shall be assigned zoning averaging of at least 22 dwelling units per net developable acre;

b. The portion of the Lands shown as "mixed use-high density" shall be assigned zoning of at least 29 dwelling units per net developable acre.

(4) Affordable housing shall be enhanced by zoning at least 35 acres of apartments, senior housing, or other multi-family housing among the higher density residential zoning in the Gordon Creek neighborhood/main street area averaging at least 25 dwelling units per net developable acre.

C. Adoption of an urban comprehensive plan designation and urban zoning for this area shall include means to assure that speed, temperature, sedimentation and chemical composition of the stormwater runoff meet State and Federal water quality standards.

D. Urban zoning shall address on-site stormwater detention requirements.

The City shall consider a requirement that the amount of stormwater runoff after completion of development shall not be greater than the stormwater runoff before development.

E. Adoption of an urban comprehensive plan designation and urban zoning for the subject area shall be approved only after the city has complied with all Title III Functional Plan requirements, and has addressed Federal requirements adopted pursuant to the Endangered Species Act.

F. Prior to the conversion of the urbanizable land created by this ordinance to urban land available for development, the City's comprehensive plan shall be amended to include the following provisions:

(1) The functional classification of the Tualatin Valley Highway shall remain "principal arterial" consistent with the Regional Motor Vehicles System Map (1997) of the Regional Framework Plan.

(2) The transportation element of the comprehensive plan shall be amended to require the Access Management Strategies in the August 25, 1998 Draft Hillsboro TSP, or substantially equivalent policies.

(3) The transportation element of the comprehensive plan shall be amended to adopt the alternative Level of Service provision authorized by Title 6 of Metro's Urban Growth Management Functional Plan at Metro Code 3.07.640 for the road system planned for this land added to the urban growth boundary by this ordinance.

(4) The transportation element of the comprehensive plan shall be amended to require the number of local street connections per mile required by Title 6 of Metro's

Urban Growth Management Functional Plan at Metro Code 3.07.630 for the road system planned for the land added to the urban growth boundary by this ordinance.

(5) The transportation element of the comprehensive plan shall require the City to coordinate transit service with Tri-Met to phase in increased transit service as this area is developed.

(6) Amendments to the public facilities plan in the Transportation System Plan shall be made with rough cost estimates for each of the following on-site transportation facilities needed for this area to address existing and future needed road improvements as identified in the transportation report of the urban reserve plan:

- Davis Road from River Road to Gordon Creek neighborhood/mainstreet center: new two lane community street.
- Davis Road through the Gordon Creek neighborhood/mainstreet center: new three lane community boulevard.
- Davis Road through the Gordon Creek neighborhood/mainstreet center to Century Blvd.: new two lane community street.
- Brookwood Ave. from TV Highway to Gordon Creek neighborhood/mainstreet center: new two lane community street.
- Brookwood to Gordon Creek neighborhood/mainstreet center: new three lane community boulevard.
- Century Blvd. from TV Highway to Davis Road: new two lane community street.
- Alexander St. from Brookwood Ave. to 229th: new two lane collector.

- River Road from Witch Hazel to Gordon Creek: new three lane arterial.

(7) Amendments to the Public Facilities Plan shall be made with rough cost estimates for each of the following off-site transportation facilities needed for this area to address existing and future needed road improvements identified in the approved urban reserve plan:

- River Road from Gordon Creek to Rosedale Road: reconstruct to two lanes.

- River Road at Witch Hazel: left turn lane, signalization.

- Brookwood/Witch Hazel at TV Highway: realignment, added lanes, new traffic and RR signalization.

- Brookwood from TV Highway to Baseline: reconstruct to 3 lanes, and rebuild curves at Ash St. and Golden Road.

- Brookwood Ave. from Baseline to Cornell: construct to three lanes.

- Century Blvd. from Baseline to Century High School: new three lane roadway extension.

- Century Blvd. from Baseline to Cornell Road: reconstruct to three lanes.

- 229th from 2,000 feet north of Butternut Creek to Rosedale Road: reconstruct two lanes.

- Brookwood at Cedar Street: channelization and signalization.

- Brookwood at Bently: channelization and signalization.

- Brookwood at Golden: channelization and signalization.

(8) The transportation element of the comprehensive plan shall be amended to require completion of a corridor study of the Tualatin Valley Highway prior to urban development approvals for land added to the urban growth boundary by this ordinance to provide additional means of maintaining the through traffic capacity while providing acceptable access to and across this highway.

(9) A school site plan consistent with ORS 195.110 that addresses the future needed school sites identified in the urban reserve plan.

(10) Funding strategies and planning requirements shall be adopted for the acquisition and protection of adequate land to meet or exceed locally adopted level of service standards for provision of public parks, natural areas, trails, and recreational facilities. Lands which are undeveloped due to natural hazards or environmental protection purposes (i.e., steep slopes, floodways, riparian corridors, wetlands, etc.) shall only be considered to meet the natural area level of service standards if the land will be preserved in perpetuity for public benefit.

G. The City of Hillsboro and Washington County shall coordinate transportation facilities to provide appropriate farm vehicle access to farm land outside, but adjacent to, the new urban growth boundary established by this ordinance.

7. Consistent with ORS 268.390(3) and ORS 195.025(1), Washington County and the City of Hillsboro shall include the area added to the Urban Growth Boundary by this

Ordinance as shown on the map in Exhibit B in applicable text and map provisions of their comprehensive plans.

ADOPTED by the Metro Council this ____ day of _____ 1999.

Rod Monroe, Presiding Officer

ATTEST:

Approved as to Form:

Recording Secretary

Daniel B. Cooper, General Counsel

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6/2/99

EXHIBITS A AND B TO ORDINANCE NO. 99-809 WILL BE AVAILABLE AT THE
JUNE 10TH METRO COUNCIL MEETING, THE FIRST READING OF THE
ORDINANCE

ADOPTED FINDINGS AND CONCLUSIONS
ORDINANCE 99-809 (URA 55)

3.01.015(e)

Based on the 1998 analysis for Metro Code 3.01.0120(b)(1)(A), there is insufficient land available in the current UGB for about 32,400 housing units. Urban reserve areas with a proposed urban reserve plan under Council consideration in 1998 would provide less than 10,000 units. Even if all these proposed urban reserve plans are approved in 1998, there is insufficient land available with a proposed urban reserve plan to meet the statutory requirement for 1998 that land for one-half the need be added to the UGB.

These findings address only those lands included in this Ordinance. These are lands in URA 55 that are not designated for EFU.¹ The City of Hillsboro has opted to include this area in part of its Hillsboro South Hillsboro Urban Reserve Concept Plan. However, only that part of that Plan that applies to the land included in this ordinance is applicable here. The applicable concept plan provisions for URA 55 must be capable of being implemented separate from any concept plan for the remainder of the South Hillsboro Plan. Therefore, the portion of the concept plan for URA 55 must satisfy Metro Code section 3.01.012(e). Those criteria will be addressed at the end of these findings.

3.01.020(a)

Metro Code section 3.01.020 contains the complete requirements for amending the regional UGB. The code provisions have been acknowledged to comply with Statewide Planning Goals 2 and 14. They satisfy Metro's Regional Growth Goals and Objectives (RUGGO), as well. Since the Metro Code has been acknowledged by the Land Conservation and Development Commission, compliance with this code section satisfies Goals 2 and 14. Alternatively, application of this section constitutes compliance with ORS 197.298 which sets land priorities for lands amended into the UGB because the lands being added to the UGB are designated urban reserve areas. Amendment of the UGB must also comply with other state statutes and administrative rule, if applicable.

3.01.020(b)(1) and (2) General Need Factors

This acknowledged code section corresponds to Factors 1 and 2 of Goal 14. The need for urban growth boundary amendments may be demonstrated, generally, using either Factor 1 or Factor 2 or both. This acknowledged code section predates ORS 197.298(3). Therefore, need may, also, be met by complying with this statute on specific land need.

3.01.020(b)(1)(A) Factor 1

The Metro Code requires that the demonstration of need shall include a forecast of regional population and employment. The forecast must also include a forecast of net developable land need. Concurrent with these forecasts, completion of an inventory of net developable land is required.

¹ References to URA 55 in these findings refer only to the lands included in Exhibit B of this ordinance.

The regional population and employment forecast, net developable land need and inventory of developable land are contained in Metro's Urban Growth Report (UGR). The first draft of the UGR was presented to the Metro Council in March, 1996. After public hearings, the Council directed the Metro Executive Officer and Staff to conduct further research on urban growth demand. The results of this research were presented to the Council in the second draft of the UGR in June, 1996. On December 18, 1997, the Metro Council adopted the final UGR in Resolution No. 97-2559B to comply with ORS 197.299(1). That final report estimated a UGB capacity deficit from 29,350 to 32,370 dwelling units and 2,900 jobs.

The UGR has two components. It contains the 2017 Regional Forecast which projects households and population, in demand for dwelling units, and demand for employment to the year 2017. This forecast represents an update of the 2015 Regional Forecast which made projections for three separate 25-year growth scenarios - Medium Growth, High Growth and Low Growth. The UGR predicted that the Medium Growth scenario has the highest likelihood of being realized over the 20 year forecast horizon. This forecast will be extended to 2019 or 2020 when UGB amendments are completed by December, 1999 as required by ORS 197.299(2)(b).

The UGR also contains a Buildable Land and Capacity Analysis for the Metro UGB. The analysis estimates the supply of land inside the current UGB sufficient to meet future development for industrial, retail and commercial uses and lands "available and necessary for residential uses" under state law. ORS 197.295(1). The conclusion of the developable lands capacity analysis was that the region does not have a 20-year supply of land inside the current UGB.

Two recent reports update data in the UGR: the Urban Growth Report Addendum (UGRA), and the Urban Growth Boundary Assessment of Need (UGBAN). The UGRA was completed August 26, 1998. The UGRA uses the same methodology as the UGR and updates UGR data in three areas. First, the data on vacant lands were updated from 1994 information to include 1997 data. Second, the analysis of actual residential redevelopment and infill rates were measured for 1995 and 1996 to refine the estimates used in the UGR. Third, the inventory of unbuildable land inside the UGB was revised to better identify land constrained by environmental features.

The UGRA also provides data on two scenarios for assessing the amount of developable land inside the UGB that will be constrained by Title 3 of Metro's Urban Growth Management Functional Plan. These estimates reflect 1998 adoption of the map of Title 3 regulated land. The first scenario calculates total developable land assuming a regionwide 200-foot buffer from the centerline of streams and for steep slopes greater than 25 percent. This assumption is a conservative estimate of additional required buffer widths that could be required as a result of two contingencies, the Endangered Species Act (ESA) listing of lower Columbia River Steelhead and Metro's Fish and Wildlife Habitat planning. Both are in early stages of development. The second scenario calculates total developable land assuming only the buffer widths as required by Sections 1-4 of Title 3 on the 1998 map which provide performance standards for regional water quality and flood control.

Metro Staff have a completed a draft work plan for Title 3, Section 5 Fish and Wildlife Habitat protection which will be coordinated with existing Statewide Planning Goal 5 planning in the region. The work plan describes the research necessary to determine the scientific basis for buffers beyond those adopted for statewide Goal 6 and 7 purposes in riparian corridors, wetlands. These and other Goal 5 resources may require additional regulation that may be included in a regional functional plan. The work plan also sets a schedule for determining a methodology by which buffers can be applied to identified Goal 5 and regional resources. It is anticipated that this analysis will be available in 1999, and that the Council can determine at that time whether regionwide buffers up to 200 will be necessary to protect identified Goal 5 and ESA listed resources. That information will be included in the refined UGB capacity analysis prior to or concurrent with UGB amendments required to expand the UGB to bring in the remaining one half of needed land in 1999 as required by ORS 197.299(2)(b).

In March, 1998, National Marine Fisheries Service (NMFS) listed lower Columbia River Steelhead as a threatened species under the ESA. The listing affects a major portion of the Metro region because the listing includes the Willamette River up to the Oregon City falls. NMFS is also reviewing a petition to list salmonid species in the upper Willamette River above the falls and a decision is expected in 1999. To conserve listed steelhead may require buffers along regional streams which are in excess of the vegetated corridors required by the water quality and flood management provisions of Title 3 of the Functional Plan. NMFS has not yet promulgated rules which they are authorized to adopt under section 4(d) of the ESA, which contain restrictions to conserve threatened steelhead. However, the 4(d) rule is anticipated to be in place by early 1999. At that time, the Metro Council will have more specific information upon which to refine its Buildable Land and Capacity Analysis.

The UGBAN was completed in October, 1998. This report summarizes all of Metro's efforts to assess the supply of developable land inside the UGB, and Metro's efforts to maximize the capacity of the current UGB. This updating of information in the UGRA and analysis in the UGBAN demonstrates that Metro has taken measures to increase the capacity of the UGB to accommodate unmet forecasted need for housing in the region. The Council finds these analyses sufficient evidence upon which to amend the UGB to satisfy the requirements of ORS 197.299(2)(a). However, more study is needed in 1999 to estimate the impact of the Functional Plan and to account for stream buffer requirements resulting from Metro's Fish and Wildlife Habitat planning and National Marine Fisheries Service restrictions for Lower Willamette River Steelhead. The Council will revisit the UGB capacity assumptions with refined data prior to or concurrent with amending the UGB in 1999 to accommodate the remaining land needed as mandated by ORS 197.299(2)(b).

3.01.020(b)(1)(B)

The Metro Code requires a regional forecast and inventory “along with all other appropriate data” to be completed to determine whether the projected need for land to accommodate the forecast of population and employment is greater than the supply of buildable land inside the UGB.

The UGR compares the 2017 Regional Forecast with the Buildable Land and Capacity Analysis for the Metro UGB. The UGR found that the current supply of buildable land inside the UGB can accommodate about 217, 430 dwelling units and about 473,100 jobs. However, the regional forecast estimates that by 2017, the housing need will be for approximately 249,800 dwelling units and the employment need will be about 476,000 jobs. This leaves a deficit of developable land inside the current UGB needed to accommodate about 32, 370 dwelling units and 2,900 jobs. The UGR indicated that at an estimated average 2040 Growth Concept density of 10 dwelling units per net developable acre, between 4,100 and 4,800 gross acres need to be added to the regional UGB to accommodate the need to comply with ORS 197.299(2). The Metro Council held a public hearing, providing the opportunity for public comment on Resolution No. 97-2559B on December 18, 1997.

3.01.020(b)(1)(C)

Since the inventory of net developable land is less than the forecasted need, the Metro Code requires an analysis to determine whether there is a surplus of developable land in one or more land use categories that could be suitable to meet that need without expanding the UGB.

The UGBAN discusses Metro’s Functional Plan, which was an early implementation measure consistent with ORS 197.296. Under its statutory authority to adopt functional plans, Metro may require or recommend changes to the comprehensive plans and implementing ordinances of the 24 cities and three counties in Metro’s jurisdiction. In 1996, the Metro Council adopted the Functional Plan which set targets for housing density with the goal of not having to expand the UGB at the time of this five-year need update. However, these targets were set prior to the requirements in ORS 197.299 that Metro must assess the need for developable land and amend the regional UGB to accommodate at least one half of that need in 1998. Full compliance with the Functional Plan is not required until February, 1999. At that time, unless Metro approves an extension, local governments will adopt amendments to their comprehensive plans and implementing ordinances to accommodate housing densities on future development that are consistent with the 2040 Growth Concept design types. The Functional Plan requirements direct development of all residential lands at higher densities than existing comprehensive plans.

The UGBAN also considered the potential for conversion of industrial lands to residential uses to address the unmet need. Based on regional review of industrial lands and compliance plans submitted by jurisdictions which have a significant amount of industrial land, the UGBAN concludes that regionwide there is minimal opportunity to redirect

industrial land to accommodate housing because those areas are already jobs poor or converting employment to housing will have adverse impacts on the 2040 Growth Concept goal of creating complete communities where residents have close access to jobs and services.

3.01.020(b)(1)(D)

Consideration of a legislative amendment requires “review of an analysis of land outside the present UGB to determine areas best suited for expansion of the UGB to meet the identified need” (emphasis added). This analysis was done in stages. The first stage was to identify lands outside the UGB which cannot meet the need (see Appendix A). The second stage was designation of urban reserves. The third stage was a productivity analysis of urban reserves. Phase I of that analysis narrows the 18,600 acres of urban reserves designated to the year 2040 to 12,000 acres studied in Phase II. The analysis rated the productivity of 12,000 acres. Then, in Phase II, in the absence of 1998 quasi-judicial applications for UGB amendments, the Metro Council identified lands among the most productive Phase II lands which had begun conceptual plans for 1998 UGB amendment consideration. All of the lands considered for 1998 UGB amendment may be needed to comply with ORS 197.299 by December, 1999.

The Council reviewed exception lands outside the UGB which are not designated as urban reserves. That analysis is contained in Exhibit A of the staff reports and is entitled “Exception Lands Not Considered as Alternative Sites for Urban Growth Boundary Expansion.” This report and accompanying map are attached as Appendix A and are incorporated into these findings by this reference. The factors that weighed against inclusion in the UGB included lands zoned for EFU, lands that would eliminate the separation between communities, lands more than one mile from the existing UGB and noncontiguous areas. In addition, natural features and settlement patterns that effect the buildability of land were also considered. These features include steep slope, lands in the FEMA 100-year floodplain and small acreage single family residential areas.

The Council then considered the urban reserves designated in March, 1997. That process was the culmination of several years of analysis, public hearings and study of lands adjacent to the UGB which were deemed suitable for urbanization as measured by Goal 14, factors 3 through 7 and the exceptions criteria of Goal 2. State law sets priorities for amending the UGB which requires that urban reserves generally be considered for urbanization before other lands. ORS 197.298(1). All urban reserves were then reviewed in the Productivity Analysis to determine those urban reserves which were relatively more efficient to serve in the near term to comply with the deadline set by ORS 197.299(2)(a).

The Productivity Analysis was conducted in two phases. Phase 1 analysis examined all 18,571 acres of urban reserve land. The analysis generated an inventory of buildable land within the urban reserves to determine the range in the amount of land that might be needed to accommodate about 32,400 dwelling units and 2,900 jobs. Phase 2 selected a subset of the total urban reserves which would be most efficiently serviced and maximize the efficiency of the existing UGB. Those selection criteria included:

- Inclusion of urban reserves in first tier urban reserves. The Metro Code requires that first tier urban reserves be considered for UGB expansion prior to consideration of other urban reserves. The Productivity Analysis included first tier lands in part to satisfy this requirement.
- Proximity to UGB. While all urban reserves are adjacent to the UGB, the analysis did not select urban reserves that would require other more proximate urban reserves to be developed first before they could develop.
- Productivity Ratio. The Productivity Analysis focused on urban reserves which have a higher ratio of net buildable land to gross acres. Only urban reserves with at least 40 percent buildable land to gross acreage were selected for Phase 2.
- Serviceability Rating. Phase 1 considered the 1996 Utility Feasibility Analysis provided by KCM and the 1998 Urban Reserves Planning Status Report as a baseline for doing further serviceability research. If these reports indicated that the service was easy or moderate, then the urban reserve could be selected for Phase 2 analysis.
- Exceptions. Some urban reserves were selected for Phase 2 analysis even though serviceability was difficult if the urban reserve had a high productivity rating (70-80%) or there were existing urban reserve planning efforts under way.

The productivity analysis resulted in a comparative analysis of the public facilities efficiencies for about 12,000 acres.

The Council then reviewed the urban reserves identified in Phase 2 of the Productivity Analysis to determine whether sufficient information was available at this time to corroborate the service assumptions used for individual urban reserves. This analysis is found in Exhibit B of the staff reports and is attached as Appendix B and incorporated into these findings by this reference. This report identifies urban reserves where the cost estimates may not be reliable because there is little actual data available on service feasibility or funding sources for extension of existing services. The report also identifies urban reserves which, if urbanized, would exacerbate an existing subregional jobs/housing imbalance. The Council finds that the remaining urban reserves are those for which there is sufficient information at this time upon which to consider specific UGB amendments.

The identified need for about 32,000 dwelling units for a 20-year UGB must be fully accommodated by December, 1999. ORS 197.299(2)(a) requires half of that need to be accommodated within one year of the December, 1999 need analysis. This statutory requirement, to do half the needed UGB amendments by a date certain, affects the analysis of land outside the UGB to meet the identified need. The staff reports on the urban reserve areas identified for 1998 legislative UGB amendment consideration conclude that if all these lands were added to the UGB only about 28,700 dwelling units would be

accommodated. Therefore, all of these lands, and more are the “best suited” lands outside the UGB to meet the identified need.

3.01.020(b)(3)

Factor 3: Orderly and economic provision of public facilities and services.

(A) For the purposes of this section, economic provision shall mean the lowest public cost provision of urban services. When comparing alternative sites with regard to factor 3, the best site shall be that site which has the lowest net increase in the total cost for provision of all urban services. In addition, the comparison may show how the proposal minimizes the cost burden to other areas outside the subject area proposed to be brought into the boundary.

The Productivity Analysis assumed the following 2040 design types for URA #55: Inner Neighborhoods (96 percent) and Main Street (4 percent). According to the draft Urban Reserve Concept Plan for the exception areas in URA 55, dated November 16, 1998, Table 15 also confirms the use of both of these design types in the Plan. Although no percentages are given, the design type of “Main Street/Neighborhood Center” shows a proposed density of 48; the design type of “Inner Neighborhoods” shows a proposed density of 12. Based on this assumption, the average density of URA #55 is at least 10 dwelling units per net buildable residential acre.

The cost of providing services to URAs were compared by calculating dwelling unit equivalents. The total estimated cost for wastewater, water, stormwater and transportation is expressed in staff reports as cost per Dwelling Unit Equivalent (DUE). A DUE is an estimate of service demand taking into consideration employment based needs as well. A DUE is the Estimated Dwelling Units (EDUs) per URA plus the estimated employment per URA. The total estimated cost for wastewater, water, stormwater and transportation for URA 55 is \$11,398 per DUE - the 6th lowest cost. The Council finds that this low per unit cost estimate makes URA 55 among the better URAs for efficiency of providing services.

(B) For the purposes of this section, orderly shall mean the extension of services from existing serviced areas to those areas which are immediately adjacent and which are consistent with the manner of service provision. For the provision of gravity sanitary sewers, this could mean a higher rating for an area within an already served drainage basin. For the provision of transit, this would mean a higher rating for an area which could be served by the extension of an existing route, rather than an area which would require an entirely new route.

Wastewater

The majority of residences in URA 55 are currently served by septic systems. This URA is adjacent to the City of Hillsboro and unincorporated Washington County. According to the City of Hillsboro urban reserve plan, United Sewerage Agency (USA) will provide wastewater treatment. USA’s Rock Creek Treatment Plant is immediately northwest of the

URA 55 and can serve the area if new collection facilities are provided. According to the city of Hillsboro, USA has room on their site to expand capacity.

Provision of sanitary sewer to existing residential uses within this area will greatly reduce the potential of any current or future effluent leakage from septic systems and drain fields that would pollute ground water or degrade water quality in Gordon Creek and Witch Hazel Creek. Extension of sanitary sewer within URA 55 may allow economies of scale to be realized if these facilities are constructed at the same time and may reduce the overall public costs. The Council finds that providing wastewater service to this area is feasible and such provision will not compromise the existing service inside the UGB.

Water

The City of Hillsboro has stated that the City and the Joint Water Commission (JWC), which includes Hillsboro, Forest Grove and Beaverton, will provide water service to the URA. A 42-inch high-pressure transmission line exists north of the URA along the TV Highway, which according to the staff report has the capacity to serve this URA. Also, the recent enlargement of Barney Reservoir from 4000-acre feet of storage to 20,000 provided the JWC with a significant increase in water availability. The Council finds that provision of water service to URA 55 is feasible without compromising the existing service inside the UGB.

Stormwater

The 1998 staff report states that there is no formal, piped stormwater collection system existing in this area. The Council does not read this provision to require existing stormwater facilities. The staff report shows that URA 55 presents significant opportunities to plan for detention and water quality facilities. Such facilities can be incorporated into the existing system of swales, stream corridors and previously converted wetlands. These detention facilities will slow and delay water runoff and prevent downstream flooding. Incorporation of water quality features will filter increased pollutant loads from urban runoff and collect sediments before this runoff reaches streams and creeks.

The City of Hillsboro is addressing this issue in their urban reserve plan. Providing stormwater service to this area will not compromise the ability of the city to serve the areas within the existing UGB because most of the treatment and detention will occur in the immediate area. The specific water quality and detention systems for the basin shall be determined in the comprehensive plan and zoning consistent with the conditions in this ordinance. Compliance with these conditions will require basin studies will be necessary to determine pre- and post-development run-off rates and release projections to eliminate downstream flooding and prevent degradation of Witch Hazel Creek, Gordon Creek and the Tualatin River.

Transportation

According to the staff report, the TV Highway is north of URA 55 and provides access for this area to points east and west. The highway is designated as an arterial in the current Hillsboro Transportation System Plan (TSP) and as a regional arterial in the Washington County Plan. These are consistent with the Regional Transportation Plan (RTP) functional classification as "principal arterial." The section of the highway in the vicinity of the URA is five lanes with paved shoulders (bike lanes) and has intermittent sidewalks. It is a designated trunk transit route. The staff report explains that the Draft Hillsboro TSP (dated August 25, 1998) Access Management Strategies will need to be employed to ensure sufficient capacity for the TV Highway over the next 20 years. That draft plan indicates that 20-year demand can be satisfied without providing additional travel lanes on TV Highway, but that the need for seven travel lanes will occur shortly after the 20-year horizon. The 1999 staff report indicates that the RTP solution is based on a six lane approach. The Council finds that the future improvements identified in the URA 55 provisions of the urban reserve plan are consistent with the revised Level of Service Standard (LOS) in the Kittelson Report of that plan and required by the conditions of this ordinance.

The record contains alternative estimates of needed transportation facilities and costs from a citizen. This testimony does not consider the effects of the policy decision by Hillsboro to accept greater traffic congestion in the South Hillsboro area with the enhancement of other modes of transportation consistent with the Functional Plan. The Metro Council finds that the Kittelson analysis in the urban reserve plan which uses the revised LOS is more detailed and credible than the alternative evidence from citizen Larrance. The revised LOS is required to be included in the city comprehensive plan for URA 55 with other measures to assure greater availability of other modes of travel to reduce vehicle miles traveled per capita.

Street connectivity is addressed in the Kittelson analysis in the urban reserve plan consistent with the Urban Growth Management Functional Plan. As required in the conditions of this ordinance, 10-16 local street connections per mile will be provided as URA 55 develops. This addresses citizen Larrance's claim that no east-west connectivity is provided by the urban reserve plan for URA 55 alone. This internal street connectivity provides points of access east to 234th without accessing Tualatin Valley Highway.

The Hillsboro South "First Tier Concept Plan"² identifies a number of on and off-site transportation system improvements which are needed to make provision of transportation services feasible. Metro Transportation Planning staff have reviewed the "Hillsboro South Urban Reserve Concept Plan" Transportation Report provided by Kittelson & Associates and has generally found the conceptual plan to meet the spirit and intent of the Regional Transportation Plan for URA 55. However, Metro staff agreed that certain steps should be pursued to ensure a sound transportation system. Therefore, the Council finds that provision of transportation service to URA 55 is feasible upon the following conditions:

² South Urban Reserve Concept Plan at 129.

- Hillsboro shall identify off-site transportation improvements with rough cost estimates in its Public Facilities Plan to assist in implementing its funding strategy.
- Local streets shall be planned and provided at street connectivity of 10-16 connections per mile.
- Hillsboro shall provide or require construction in its approval of development of all on-site road improvements identified in the First Tier Concept Plan.
- Hillsboro shall amend its transportation plan to provide for the identified off-site road improvements. As part of amending its transportation plan, Hillsboro shall state that it adopts the alternative level of service standard consistent with Title 6 of the Urban Growth Management Functional Plan consistent with the conditions of this ordinance.
- Hillsboro shall amend its comprehensive plan to require a corridor study of the Tualatin Valley Highway prior to development approvals to “provide a strategy to maintain the through traffic capacity of TV Highway, while providing acceptable access to and across the highway” from Beaverton to Hillsboro.³ The results of the study shall be implemented concurrent with urban development using the development proposal outlined in the First Tier Concept Plan.
- Hillsboro shall amend its comprehensive plan to reflect the changes in the functional classification of Tualatin Valley Highway consistent with the Regional Motor Vehicles System Plan Map (1997) consistent with the conditions of this ordinance.

As coordination with Hillsboro on the Tualatin Valley Highway study, Metro will address a corridor study for TV Highway in its Regional Transportation System Plan.

The staff report states that Tri-Met Forest Grove Route 57 provides seven-day service from Forest Grove to downtown Portland and carries approximately 8,500 daily riders. Tri-Met’s Draft Transit Choices for Livability (May 1998) includes neighborhood oriented bus service around Brookwood Avenue, Cornelius Pass Road, 216th and 219th Avenues, and the two Hillsboro high schools, as well as connections to Westside Max stations. These services are planned for the next one to five-year time frame. However, additional transit service may be needed as URA 55 develops. Therefore, the Council finds that orderly provision of transit services will be feasible with the condition in this ordinance that Hillsboro coordinate with Tri-Met to develop a transit implementation plan to be phased in as development occurs.

³ Hillsboro South Urban Reserve Concept Plan - Transportation Report at 2-3.

Fire, Police and Schools

The staff report indicates that the City of Hillsboro will provide fire and police services once the area is annexed to the City. Additional police and fire services are part of Hillsboro's conceptual plan. The URA 55 provisions of the Concept Plan calls for one elementary school, a police and fire station, and one middle or high school. The Hillsboro School District will absorb the new students generated by this area. Hillsboro's conceptual plan technical appendix "Technical Concept Impact Report - Schools" states that the district has some capacity to accommodate new students now. Once the area urbanizes, additional capacity will be needed. The potential school sites are identified, and the Council finds that it is feasible that development of needed schools to serve the development in URA 55 can take place concurrently as the area develops according to the concept plan.

Factor 4: Maximum efficiency of land uses within and on the fringe of the existing urban area.

- (A) The subject area can be developed with features of an efficient urban growth form including residential and employment densities capable of supporting transit service; residential and employment development patterns capable of encouraging pedestrian, bicycle, and transit use; and the ability to provide for a mix of land uses to meet the needs of residents and employees. If it can be shown that the above factors of compact form can be accommodated more readily in one area than others, the area shall be more favorably considered.

Urban form issues have been partially determined for URA 55 by the acknowledged 2040 Growth Concept. Exhibit A of this ordinance includes 2040 Growth Concept designations for this area to include it in the acknowledged urban form for the region.

Consistent with the staff report, the Council finds that URA 55 is capable of being developed independently of the rest of the South Hillsboro Urban Reserve Concept Plan, with features that comply with the 2040 Growth Concept. The Main Street/Neighborhood Center (Goldon Creek) area will accommodate mixed-use development with medium and high density residential housing. The Council finds that these development patterns are capable of encouraging pedestrian, bicycle and transit use. In addition, the First Tier Concept Plan calls for sidewalks and bicycle facilities which will improve opportunities for pedestrian and bicycle transit.

URA 55 consists of approximately 354 acres. The 1998 staff report estimated that approximately 1,493 dwelling units and 457 jobs could be accommodated within the 402-acre area prior to the 1999 amendment removing 48 acres of EFU land. The urban reserve plan estimates a slightly higher 210 buildable acres and 2,100 dwelling unit capacity. Development at these densities will result in an average density of approximately 10 dwelling units per net buildable acre which is consistent with the 2040 Growth Concept. The Council finds that this density is sufficient to develop transit service as it is

comparable with the actual density of much of the area within the current UGB that is served by transit.

Compliance with Factor 4 of Goal 14, which this section of the Metro Code is acknowledged by LCDC to implement, also requires consideration of measures for satisfying the Factor 1 and 2 need inside the existing UGB. Metro's Urban Growth Management Functional Plan, Title 1 requires all of the 24 cities and three counties in Metro's jurisdiction to amend their comprehensive plans and implementing ordinances by February 1999, to require that new development result "in the building of 80 percent or more of the maximum number of dwelling units per net developable acre permitted by the [existing] zoning designation for the site." This requirement will significantly increase the housing unit capacity inside the existing UGB. Therefore, Metro has considered and implemented regionwide measures which comply with the Goal 14, Factor 4 requirement to avoid premature conversion of land outside the UGB to urban use.

- (B) The proposed UGB amendment will facilitate achieving an efficient urban growth form on adjacent urban land, consistent with local comprehensive plan policies and regional functional plans, by assisting with achieving residential and employment densities capable of supporting transit service; supporting the evolution of residential and employment development patterns capable of encouraging pedestrian, bicycle, and transit use; and improving the likelihood of realizing a mix of land uses to meet the needs of residents and employees.

Urban development of URA 55 will facilitate efficient urban growth inside the UGB in several ways. Street connectivity will be improved by providing east/west street connections which do not rely on Tualatin Valley Highway consistent with the conditions of this ordinance. Enhanced street connectivity will provide better access for fire and police and protection. As the area urbanizes, the local street network will be improved to urban standards with curbs and gutters, sidewalks, handicapped ramps and bike lanes. The Council finds that these improvements will integrate with the existing residential areas near SE Witch Hazel Road. The Council also finds that improvements to the wastewater system which will occur with development of URA 55 will generally improve efficient provision of service on adjacent urban land.

Factor 5: Environmental, energy, economic and social consequences.

- (A) If the subject property contains any resources or hazards subject to special protection identified in the local comprehensive plan and implemented by appropriate land use regulations, findings shall address how urbanization is likely to occur in a manner consistent with these regulations.

Gordon Creek and Witch Hazel Creek pass through URA 55. These streams will be subject to protection under Title 3 of the Functional Plan. All development, excavation and fill in the floodplain would be subject to Title 3 consistent with the conditions of this ordinance. The Council finds that Title 3 performance standards will adequately protect these two stream corridors as URA 55 develops.

- (B) Complementary and adverse economic impacts shall be identified through review of a regional economic opportunity analysis, if one has been completed. If there is no regional economic opportunity analysis, one may be completed for the subject land.

A regional economic opportunity analysis has not been completed as of the date of this report for URA 55.

- (C) The long-term environmental, energy, economic, and social consequences (ESEE) resulting from the use at the proposed site. Adverse impacts shall not be significantly more adverse than would typically result from the needed lands being located in other areas requiring an amendment of the UGB.

Environmental

Two stream systems are located on URA 55: Gordon Creek and Witch Hazel Creek. The Tualatin River is the western-most boundary of URA 55. Gordon Creek is the eastern boundary of the site. There is little or no remaining vegetation adjacent to Gordon Creek due to intensive agricultural practices. The stream flows in a southwesterly direction through the southeastern corner of URA 55 where riparian wetlands and adjacent uplands are forested and relatively undisturbed.

Witch Hazel Creek is a tributary of Rock Creek. Portions of the creek have been piped and culverted. According to the staff report a short segment of this stream flows through URA 55 and is relatively undisturbed. The channel occupies a narrow riparian corridor that widens considerably to the south near River Road. Witch Hazel Creek occupies a narrow floodplain with dense riparian vegetation. The staff report identifies this area as having important habitat functions.

The Council heard testimony asserting that an Indian burial ground and other historic sites are generally located in the area of URA 55. However, this testimony was not supported by substantive evidence of such sites. The staff report indicates that the State Historic Preservation Office reviewed URA 55 and found that no archeological or historic resources are located in URA 55.

The Council finds that the typical environmental impacts of urban development near riparian areas can lead to stream degradation if measures are not in place to address those impacts. Title 3 of the Functional Plan requirements in conditions of this ordinance provide protection for riparian areas to improve water quality and manage Floodplain. Title 3 will apply to development in URA 55. Due to these protections, the Council finds that the impact of urbanizing URA 55 will not be significantly more adverse than developing other urban reserves.

Social

As the staff report demonstrates, there are positive and negative consequences to urbanizing any area. Through required urban reserve planning, URA 55 can be developed in an efficient manner with the amenities of an urban area. This would provide an opportunity for mix-use development with a wide array of services for local residents. The closer proximity of housing to services and jobs will result in fewer vehicle miles traveled by local residents, and will provide opportunities for other modes of transportation such as transit, bicycling and walking. These benefits are gained at the cost of losing a small portion of the rural lands outside the current UGB. Farming activities may feel the impacts of increased urbanization in the form of increased traffic or pressure to develop their lands or curtail farming activities. These social costs must be weighed against the costs of not providing enough land to accommodate needed housing and jobs.

However, the Council finds that the social cost of not expanding the UGB in areas close to existing developed areas is great. Bringing limited amounts of land into the UGB and requiring development consistent with the 2040 Growth concept is anticipated to decrease the pressure on nearby farm land and rural residential land to accommodate more low density development. URA 55 can accommodate 2040 Growth Concept densities which the Council finds will limit impacts such as the loss of agricultural production, increased costs of services, increased vehicle miles traveled and pollution that result from pushing growth outside of the areas that are contiguous to the current UGB. The Council finds that the social impacts associated with urbanizing URA 55 are not typically more adverse than are likely to occur for other urban reserves.

Economic

The majority of the land in first-tier URA 55 is designated for rural residential use. A review of aerial photos shows that agricultural activity is occurring on some exception lands. As a result of urbanization, a loss of farm income due to the conversion of agricultural lands to housing and commercial uses will occur. Other URAs are anticipated to have similar losses of farm income as lands are urbanized. A shift in economic income will occur as construction occurs in this area.

Overall, the adverse economic consequences of a slight loss in farm-related income near URA 55 will be offset by increases in commercial and retail development by bringing these lands into the UGB with a new main street area. The relatively small number of existing farm uses and the lack of productive farm soils make the loss in this area minimal compared to other lands outside the UGB. Therefore, the Council finds that the economic impacts associated with urbanizing URA 55 are not typically more adverse than are likely to occur for other urban reserves.

Energy

URA #55 is proximate to the City of Hillsboro boundary, which makes logical extension of roads to serve this area practical. Reduction in the number of miles to serve a developing area decreases fossil fuel consumption and decreases the negative consequences of pollution from using automobiles. In addition, the 2040 Growth Concept and the average of 10 dwelling unit per net acre makes for compact urban form that in itself is more energy efficient. Overall reductions in vehicle miles traveled and out-of-direction travel can be expected from locating the UGB expansion in this area as opposed to allowing development outside of the boundary. Planned development will increase the density of the area making existing and proposed street system more efficient.

URA 55, with the new main street area and Functional Plan upzoned residential densities maximize energy efficient land uses. VMT is reduced compared to other lands outside the UGB without this planning. The Council finds that the impacts of urbanizing this area are not typically more adverse than amending the UGB in other urban reserve areas.

Factor 6: Retention of agricultural land.

(B) After urban reserves are designated and adopted, consideration of Factor 6 shall be considered satisfied if the proposed amendment is wholly within an area designated as an urban reserve.

The staff report correctly states that the Metro Council adopted urban reserves on March 6, 1997 by Ordinance No. 96-655E. URA 55 was adopted as part of that ordinance. As noted in the Metro Code, the above hierarchy is only to be used prior to adoption of urban reserves.

Alternatively, the staff report also correctly notes that the designated urban reserves are not yet acknowledged by LCDC and are currently under appeal. However, URA 55 is composed solely of exception lands. Therefore, there is no agricultural land to retain. The Council finds that amending the UGB in this area retains farmland in accordance with Factor 6 by adding the only large area of exception land in the Hillsboro regional center area, even if the area was not already designated urban reserve.

3.01.020(b)(7)

Factor 7: Compatibility of proposed urban development with nearby agricultural activities.

(i) A description of the number, location and types of agricultural activities occurring within one mile of the subject site.

The staff report identifies the number, location and types of agricultural activities occurring within one mile of URA 55. The report states that there are approximately 23 acres of orchards, 139 acres of row crops, 1,161 acres of field crops and about 648 acres of unfarmed EFU land.

(ii) An analysis of the potential impacts, if any, on nearby agricultural activities taking place on lands designated for agricultural use in the applicable adopted county or city comprehensive plan, and mitigation efforts, if any impacts are identified. Impacts to be considered shall include consideration of land and water resources, which may be critical to agricultural activities, consideration of the impact on the farming practices of urbanization of the subject land as well as the impact on the local agricultural economy.

Impacts to land and water resources critical to agricultural activities will be negligible from urbanization of URA 55. Almost all of the identified agricultural activities in the area occur on lands that are south and southwest of URA 55. Although no specific adverse impacts have been identified, this farmland is buffered by the Tualatin River to the west and the Reserve Vineyards Golf Course to the south. Therefore, the Council finds that any impacts from urban uses in URA 55 will be mitigated due to this buffering.

3.01.020(c)

(1) The land need identified for Factors 1 and 2 of 3.01.020(b), above, included the estimated effect of the regionwide upzoning of residential densities required by the Urban Growth Management Functional Plan. The requirements of Title 1 of that Plan include use of an 80% minimum residential densities and target upzoning for all 24 cities and 3 counties in Metro. Those regionwide policies require the accommodation of all the additional housing inside the UGB that is reasonable. The Council finds that the measures required by the Functional Plan goes beyond the Metro Code requirement to “consider” whether the identified land need cannot reasonably be accommodated within the current UGB.

(2) The 2040 Growth Concept densities anticipated for URA 55 are similar to the urban areas to the north of the site inside the UGB. Residential uses in URA 55 will also be compatible with the existing residential area to the west near Witch Hazel Road. Public facilities and transportation will be integrated with existing systems and are likely to improve existing services as explained in the findings for Factor 3. Furthermore, as explained in the findings for Factor 7, agricultural activities to the south and west will be adequately buffered from future urban uses. Therefore, the Council finds that the proposed uses for URA 55 will be compatible with other adjacent uses.

(3) The ESEE consequences resulting from urban use at URA 55 are set forth in the Council’s findings on Factor 5. Those findings demonstrate that the impacts of urbanizing this URA are not more adverse than would typically result in allowing urban development in other urban reserve areas. Since URA 55 is composed of exception land, the loss of agricultural land is minimized. Compared to other urban reserves which are also exception lands, this URA provides the benefits of compact urban form and 2040 housing densities.

3.01.020(d)

To the west, URA 55 is bordered by the Tualatin river, Witch Hazel Creek and River Road. These are natural and built features which are consistent with this code section. To the south and southwest, URA 55 is buffered by the Reserve Vineyards Golf Course. To the east, URA 55 is bordered by 229th Avenue which provides a clear built transition between URA 55 and other areas to the east. The UGB is located directly north of URA 55. The Council finds that these natural and built features provide a clear transition between URA 55 and surrounding rural and agricultural lands.

3.01.020(e)

The 1998 staff report provides a general discussion of the applicable Statewide Planning Goals, including Goals 2 and 14. These goals are addressed by the analysis for Metro Code section 3.01.020 discussed above. No other applicable goals were raised in testimony before the Council or identified in the record.

Alternatively, the Metro Council adopts the discussion of other goals in the November 24, 1998 Staff Report at pp. 37-39.

3.01.020(f)

URA 55 is consistent with the 2040 Growth Concept because the above findings show that development in the area will be consistent with Region 2040 policies and the primary design type of inner neighborhoods is feasible.

3.01.012(e)

The Metro Code Section 3.01.015(e) requires that the Council consider the urban reserve conceptual planning requirements set forth in 3.01.012(e). If insufficient land is available that satisfies the conceptual plan requirements, the Council may consider first tier lands where the city or county has committed to completing and adopting an urban reserve plan.

The City of Hillsboro has submitted a draft concept plan known as the Hillsboro South Urban Reserve Concept Plan for URAs 51 through 55. The plan also includes a First Tier Concept Plan, which is a stand-alone plan for the first tier portion of URA 55. These findings address only the First Tier Concept Plan. The URA 55 provisions of the Concept Plan, dated November 16, 1998, is currently being revised by the City of Hillsboro to address the requirements of a technical assistance grant for urban reserve planning awarded by DLCDC. The revised, final Concept Plan will add more detail and analysis for the development of land uses on the exception areas of URA 55. This plan will be even more of a "stand alone" plan consistent with this ordinance than the draft plan (November 1999). Condition 6(B) requires the amendment of the City of Hillsboro's comprehensive land use plan to incorporate a "stand alone" plan for the exception areas of URA 55.

Alternatively, if the urban reserve concept plan is not complete, the Metro Council accepts the Hillsboro transmittals in the record as a commitment to complete the concept plan in 1999. This commitment satisfies Metro Code 3.01.015(e).

3.01.012(e)(1)(A - C)

The City of Hillsboro and Washington County entered into a Memorandum of Understanding, dated January 29, 1998 to determine planning responsibilities for the purpose of preparing urban reserve conceptual plans for URAs 51 - 55. The Memorandum gives planning responsibility for URA 55 to the City of Hillsboro. To address subsection (A), Hillsboro agrees to adopt comprehensive plan amendments implementing the conceptual plan upon Metro approval.⁴ To address subsection (B), Hillsboro agrees to initiate action to annex URA 55 to the city only after Metro amends the UGB.⁵ In response to subsection (C), the city and county agree that rural zoning will apply to URA 55 until it is annexed to the city.⁶ The Council finds the Memorandum of Understanding sufficient to satisfy Metro Code section 3.01.012(e)(1).

3.01.012(e)(4)

The URA 55 provisions of the Concept Plan map⁷ and tables in the text show a mix of low-medium density, medium-high density and mixed used-high density housing types in URA 55. The staff report states that the First Tier Concept Plan will provide 10 units per net developable acre because of the concentration of housing density near the main street portion of URA 55. This URA is also subject to the 2040 design type of inner neighborhood. The Council finds that the proposed allocation of housing densities will provide an average of 10 units per net developable acre and conform to the 2040 design type for inner neighborhood and this ordinance contains specific conditions to assure that the densities proposed in the URA 55 provisions of the Concept Plan are achieved.

3.01.012(e)(5)

The First Tier Concept Plan provides a residential housing program which estimates the diversity of the housing stock anticipated for URA 55. The program demonstrates that there will be at least eight different housing types ranging from large single family to apartments and senior housing. The staff report estimates that approximately 55 percent of the housing units will be owner occupied, and about 45 percent will be renter occupied. The Council finds that the residential program provides for a diversity of housing stock sufficient to satisfy this code criterion. This ordinance contains conditions that require the city to adopt zoning that implements this residential program shown on Table 12 of the draft Concept Plan.

⁴ Memorandum of Understanding - Section III. A.

⁵ Memorandum of Understanding - Section V. A.

⁶ Memorandum of Understanding - Section III. E.

⁷ Figure W of first tier Concept Plan.

3.01.012(e)(6)

The First Tier Concept Plan explained that the need for affordable housing in URA 55 can be satisfied without public subsidy by providing row housing or plex ownership opportunities. Staff initially found that not enough information was provided to determine whether this section was satisfied. An additional report has been submitted from the City of Hillsboro which addresses affordable housing.⁸ This information identifies the need for housing units at or below 80 percent of median income. Affordable rental rates for the Hillsboro area are estimated to be approximately \$851 at 80 percent of median income and \$532 at 50 percent of median income. At these estimated rents, the associated rental unit value of two bedroom and studio multifamily or attached housing at approximately \$73,265 and \$45,791 respectively. With general housing densities of 10 units per net developable acres and up, and considering the mix of housing discussed in the "Housing Program" above, the report shows that at current per acre land costs, affordable housing is possible at normal levels of profitability for development. The report demonstrates, and the Council finds that the First Tier Concept Plan for a mix of residential housing will provide opportunities for affordable housing without public subsidy.

3.01.012(e)(7)

The First Tier Concept Plan calls for about 15 acres designated for employment in the mixed-use Main Street and Neighborhood Center identified on the concept plan map. The site is planned to accommodate an estimated 225 jobs with commercial, retail and a grocery store and miscellaneous personal and health care services in the Main Street area. There is a difference between the number of jobs estimated by the Productivity Analysis and the Concept Plan. However, this difference appears to be primarily due to the estimate of home-based jobs in the Productivity Analysis, which is not included in the Concept Plan estimate. In addition, the First Tier Final Concept Plan Map⁹ shows the main street area to be in close proximity to the existing residential development near SE Witch Hazel Avenue. It is reasonable to assume that service and employment opportunities created in the main street - neighborhood center will also serve the needs of those residents inside the current UGB. The Council finds that the commercial and employment opportunities provided by the planned main street area satisfy this section of the code.

3.01.012(e)(8)

Metro's Transportation Department has reviewed the URA 55 provisions of the Concept Plan - Transportation Plan for consistency with the RTP.¹⁰ The conceptual transportation plan substantially meets the RTP criteria with the improvements related to URA 55 identified in the Hillsboro South Urban Reserve Plan Transportation Report, Kittelson & Associates, Inc. These improvements are needed for adequate transportation service for the area. The findings and conclusions under Factor 3 are adopted here by this reference. To ensure that the improvements identified by the First Tier Concept Plan and Metro's

⁸ Memo - Ed Starkie to Sonny Conder, November 30, 1998.

⁹ This map is identified as Figure W in the First Tier.

¹⁰ The Transportation Department's review is found in memos dated November 22, 1998 and May 12, 1999.

Transportation Department are made part of Hillsboro's comprehensive plan, the Council has attached conditions which must be satisfied prior to conversion of urbanizable land in URA 55 to urban uses.

3.01.012(e)(9)

The First Tier Concept Plan relies on a Natural Resources and Stormwater Management: Background, Integrated Plan and Impact Assessment Report (August 1998)¹¹, to identify and map areas to set aside for protection of fish and wildlife habitat, water quality enhancement and mitigation, and natural hazards mitigation. The plan incorporates many of the recommendations in the report and the maps identify areas for protection from development for riparian, wetland and upland habitat protection. The maps also identify wetland mitigation sites, potential stream and riparian restoration, regional stormwater detention sites and stormwater treatment sites. The Council finds the identification and mapping of natural resources is sufficient to satisfy this code section.

The staff report indicates that while identification and mapping are adequate, the First Tier Concept Plan does not contain a funding strategy for protecting those areas identified. The City of Hillsboro has submitted a "Conceptual Financing Strategy" which provides a funding strategy for protecting areas in accordance with this code section.¹² Part of Hillsboro's strategy for natural area protection is to incorporate protection into existing park and regional water quality detention facilities planning. Incorporated into those plans, the city has identified existing funding, approximately \$9.7 million, which can be provided through current parks system development charges. According to the city, this amount of funding is sufficient to extend the existing level of park land to residents that currently existing in Hillsboro. The city also identifies developer exactions and dedications as part of its strategy for funding protection of identified natural resources. The Council finds that Hillsboro's Conceptual Financing Strategy for natural areas identifies funding sources sufficient to make the city's funding strategy feasible.

3.01.012(e)(10)

The First Tier Concept Plan provides a conceptual public facilities and services plan which includes costs for the major utility needs of the proposed concept plan covering URA 55. The staff report indicates that the public facilities concept plan is adequate to satisfy this criteria.

USA will provide wastewater treatment for the area. The Rock Creek treatment plant is immediately west of URA 55. The concept plan includes a small gravity line paralleling Gordon Creek and a large gravity line northwest of the site that will provide additional wastewater collection for URA 55. Pump stations and force mains will cross Gordon Creek. The plan indicates that facilities will be located in public right-of-way and existing and proposed roads when feasible.

¹¹ W & H Pacific report dated August 14, 1998.

¹² Memo - Wink Brooks to Carol Krigger, November 25, 1998.

The City of Hillsboro and the Joint Water Commission (JWC) will provide water service to the Lands added to the UGB by this ordinance. A 42-inch water transmission line runs north of the urban reserve and can be tapped to provide service to the area. The City has indicated that the water source, Barney Reservoir, is more than adequate to provide the water needs to the proposed community on first tier lands. The staff report provides a rough cost estimate of \$4,330,273 for water facilities.

Stormwater detention and water quality facilities will be distributed along tributaries of Witch Hazel Creek and Gordon Creek.

The transportation needs of URA 55 have been addressed through a system of streets including community boulevards, community streets, collectors and local streets. The Council discussed the First Tier Conceptual Plan - Transportation Plan under Factor 3 of these findings and 3.01.012(e)(8) above. Those findings are adopted here by this reference. The staff report provides a rough cost estimate of \$6,237,425 for transportation facilities for URA 55.

Police and first protection for URA 55 will be provided by three agencies: the City of Hillsboro, Tualatin Valley Fire and Rescue and the Washington County Rural Fire Protection District #2. An emergency services complex for police and fire service, located at Century Boulevard and Davis Road, is identified in the plan to serve the entire planning area. The Plan states, however, that off-site emergency services may have capacity for approximately 2,000 residential units anticipated for development in URA 55. The city has provided an estimated cost of a combined police and fire services facility of \$4.3 million. That cost is related to facility that would serve the entire South Hillsboro Urban Reserve Plan area. The revised final URA 55 Concept Plan provisions will demonstrate a much smaller estimated cost for URA 55 alone.

The First Tier Concept Plan identifies 90 acres land for active recreation use in URA 55. Specific components of the plan include a community park located west of River Road; a neighborhood park adjacent to the proposed elementary school near the main street center; a linear park near the regional detention facility; natural and stormwater areas along wetlands; riparian areas and stream corridors throughout the site; and bike and pedestrian pathways located along stream corridors and through linear parks. Rough cost estimates to acquire all land designated for parks in the South Hillsboro Urban Reserve Plan area are between \$15,750,000 and 21,000,000.

The Council finds that Hillsboro's conceptual public facilities plan adequately addresses sewer, water, storm drainage, transportation, fire and police protection facilities and parks. The plan and staff report also provide rough cost estimates for providing these services. At the time the staff report was completed, however, the city had not provided sufficient information to address a financing strategy for these estimated costs. Hillsboro has provided supplemental information which provides a conceptual financing strategy for public facilities.

For wastewater, stormwater and water, the city has estimated that the total system development charges attributable to the South Hillsboro Urban Reserve Plan area are approximately \$36,384,000. Applying this estimate against estimated costs results in a \$10.2 shortfall.¹³ Hillsboro's information indicates that additional funding for these services can be provided by the developers of these sites. The Council finds that the majority of the funding for wastewater, stormwater and water have been identified by the city and that financing for provided by developers is feasible as the area develops. The revised final URA 55 Concept Plan provisions will demonstrate a much smaller estimated cost for URA 55 alone.

Similarly, the city has identified projected transportation impact fees of \$15.1 million from residential development and \$1.8 million from commercial development that are chargeable against on-site improvements. The rough cost estimate in the Kittelson Report estimates that the total transportation improvement costs for South Hillsboro on-site improvements is approximately \$33 million. The urban reserve plan indicates that the city anticipates that the developers of URA 55 can be required to pay for internal improvement which will address some of the shortfall. Based on this strategy and these estimates, the Council finds that the city's transportation financing strategy is feasible.

The rough cost estimate in the Kittelson Report estimates that total off-site transportation improvement costs of about \$22 million. The funding strategy is to combine funds from six potential sources of funding: transportation impact fees, additional systems, development charges, regional funding, developer exactions, gas tax for state-owned improvements, and/or Washington County MSTIP funding.¹⁴ The Metro Council finds these estimates and strategies to be based on detailed analysis, including the revised Level of Service and connectivity required next for streets. These estimates are more credible than the higher estimates for transportation facilities by citizen Larrance.

Hillsboro's parks financing strategy is discussed under 3.01.012(e)(9), and the Council finds that the city's funding strategy for parks and natural areas is feasible. Hillsboro has also provided information that it anticipates financing for police and fire facilities to be financed through internal funds and general obligation bonds. The city also explains that some existing facilities may be sold which will generate additional funds for fire and police facilities. The Council finds that this funding strategy is feasible for providing funding for these services.

While the Council concludes that the financing strategy component of 3.01.012(e)(10) is feasible for the services discussed above, to ensure that adequate funding is available to provide these services at the time urban development occurs, the Council has conditioned approval upon the city adopting a financing plan for funding these public facilities improvements prior to conversion of urbanizable land in URA 55 to urban uses which demonstrates that identified funding sources are adequate to provide such facilities as URA 55 develops.

¹³ See Table 9 of Hillsboro South Urban Reserve Concept Plan.

¹⁴ Memo - Wink Brooks to Dan Cooper, December 7, 1998.

3.01.012(e)(11)

The First Tier Concept Plan identifies a potential need for at least one elementary school within URA 55. The proposed location of the elementary school site, about 10 acres, is shown on the First Tier Final Concept Plan Map near the Gordon Creek Main Street/Neighborhood Center. According to the schools analysis performed, there is no need for a middle school in URA 55 area in the immediate future. The Council finds that the conceptual school plan has demonstrated coordination with the affected school district and concludes that this criterion has been met.

3.01.012(e)(12)

First Tier Final Concept Plan Map attached as Appendix C to these findings shows all of the above elements required by this criterion. The Council finds that this section of the code is satisfied.

3.01.012(e)(13)

The Memorandum of Understanding between the City of Hillsboro and Washington County demonstrates coordination between those two local governments. The First Tier Concept Plan also demonstrates sufficient coordination with other public bodies including Metro, USA, Tualatin Hills Parks and Recreation District and Tualatin Fire and Rescue. The Council finds that this section of the code is satisfied.

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6/2/99

Figure W



Hillsboro
South
Urban
Reserve
Area

Tier 1
Final
Concept Plan

October 29, 1998

Prepared By

McKeever/Morris, Inc.

and

W&H Pacific
Leland Consulting Group
Greenworks, PC
Conforth Consultants, Inc
Carl Worthington & Assoc.
Kittelson & Associates

Legend

Base Map Information

- Concept Plan Boundary
- Tax Lots
- Urban Growth Boundary
- Urban Reserve

Land Uses

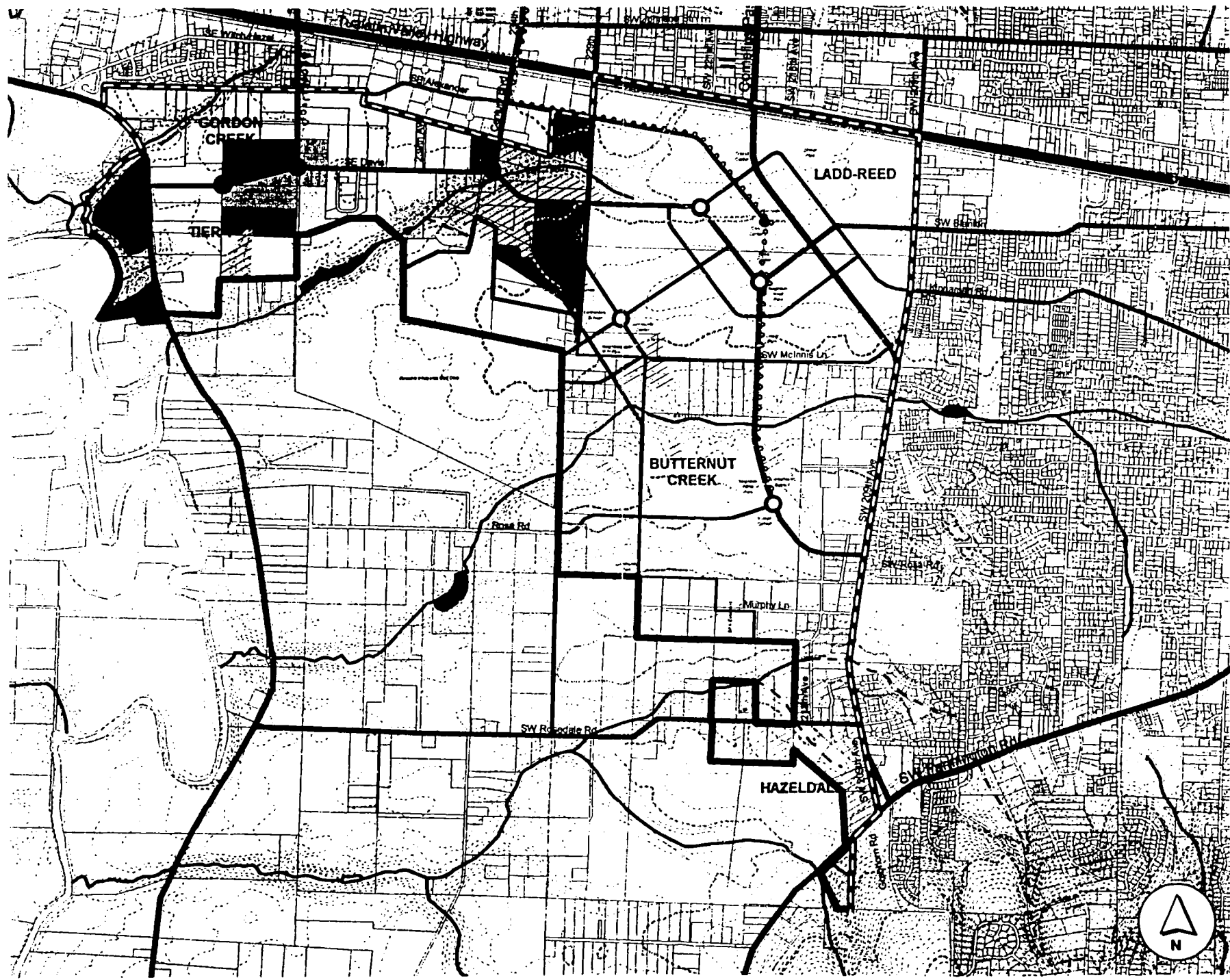
- Low Density Res (2.4-3.0 units/ac)
- Low-Medium Density Res (5-6.7 units/ac)
- Medium-High Density Res (17.6-22.0 units/ac)
- Mixed Use & High Density Res (23.2-29.0 units/ac)
- Civic, Public & Schools
- General Employment
- Golf Course

Transportation

- Minor Collector
- Community Street/Boulevard
- Expandable to Regional Boulevard
- Regional Boulevard
- TV Highway
- Commuter Rail (Optional)
- Streetcar (Optional)

Natural Systems

- 100' Contours
- 10' Contours
- Perennial Stream
- Intermittent Stream
- Parks & Greenspace
- Stormwater
- Title 3 & Rec Corridor





Appendix A

METRO

Date: October 26, 1998

To: Mark Turpel, Senior Program Manager
Growth Management Services Department

From: Glen Bolen, Associate Regional Planner *GB*
Growth Management Services Department

Re: *Exception Lands Not Considered as Alternative Sites for Urban Growth
Boundary Expansion*

In December 1997, Metro Council concluded, through adoption of the Urban Growth Report, the Urban Growth Boundary (UGB) did not contain sufficient land to accommodate the forecasted 20 years of residential development. The Metro Council adopted the report describing the deficiency as follows: the UGB must be expanded in order to accommodate just over 32,000 households and 2900 jobs.

According to State law, Metro has until December 31, 1998, to bring enough land into the boundary to accommodate one-half of the total need, just over 16,000 households and 1,450 jobs. State law requires that Metro establish urban reserves to designate the areas it will expand its UGB into over the next 30 years. Metro established 18,579 acres as urban reserves on March 6, 1997. In accordance with State law and Metro Code, the UGB can only be expanded into these adopted urban reserves.

State land-use laws specify a hierarchical approach to making a UGB expansion decision. The State requires Metro to first look at exception lands near the boundary. Exception lands are those that have been excepted from Statewide Planning Goals 3 and 4, protecting farm and forest lands. If exception lands cannot meet the entire need, then Metro may consider resource lands. Metro included both exception land and land designated for farm or forest use in designating its initial Urban Reserve Study Areas (URSAS). The adopted urban reserves, selected from the URSAS also contain both exception land and resource land.

To decide which lands in proximity to the current UGB can best accommodate the immediate forecasted need, Metro contracted with Pacific Rim Resources to perform a productivity analysis of the adopted urban reserves. The consultants completed their task in two phases. The first step was to analyze all of the urban reserves with a cursory look at household and job capacity. The first step allowed the consultants to narrow their focus to approximately 12,000 acres for a more detailed second phase of analysis. Some exception lands were dropped from consideration in the first phase because they were shown to be less productive or more costly to serve.

Some may question why not all the Exception Lands around the region have been considered. The intent of this memo is to describe why those lands were not considered in the UGB expansion.

The majority of the spatial information relied upon for this memo was derived from the data contained in Metro's RLISLITE CD-ROMS dated August 1998. Digital Ortho-photography comes from Metro's RLIS Photo CD-ROMS dated September 1997. Copies of the CD-ROMS utilized are attached. The remainder of the geographic information relied upon was taken from the acknowledged Region 2040 Growth Concept Map.

The staff analysis of exception lands not included in the urban reserves is categorized for ease of reading. The first two groupings include exception land some distance from or not contiguous to the current UGB. Categories 3 through 41 are set up geographically as a 'walk' around the UGB with an analysis on specific small groupings of exception lands that share a common issue.

Category
Number Description

1. **Distance.** None of the lands included in category one are near enough to the present UGB to enable efficient urban expansion. All of these exception areas are at least one full mile from the present UGB. Urban development in these areas would have negative impacts on the environment, specifically air quality; resultant from increases in vehicle mile traveled.

In addition, many of the exception areas within this category are located within Metro identified rural reserves, and green corridors as designated on the acknowledged Region 2040 Growth Concept Map. The policies contained in the Regional Framework Plan, and the Regional Urban Growth Goals and Objectives (RUGGOs) specify that rural reserves are lands that will not be developed in urban uses in the foreseeable future. They are intended to support and protect farm and forestry operations.

Metro is currently working with neighboring communities to develop agreements on shared policy. The intent of the agreement is to protect the rural reserves from urban development and maintain separation between communities.

A green corridor is defined in the Regional Framework Plan, Objective 1.11 (Neighbor Cities) as a transportation facility through rural reserves that serves as a link between the metropolitan area and a neighbor city that also limits access to the farms and forests of the rural reserve. The intent is to keep urban to urban accessibility high to encourage a balance of jobs and housing, but limit any adverse effect on the surrounding rural areas.

2. **Noncontiguous Areas.** These exception areas are not contiguous to, or connected to, other exception areas that are contiguous to the UGB. To expand the UGB onto non-contiguous exception areas would require that the intervening agricultural areas be urbanized. In addition, many of the exception areas within this category are located within rural reserves as designated on the acknowledged Region 2040 Growth Concept Map. The policies contained in the Regional Framework Plan and the RUGGOs specify that rural reserves are lands that will not be developed in urban uses in the foreseeable future. They are intended to support and protect farm and forestry operations and maintain separation between communities.

3. **Columbia Gorge National Scenic Area.** Exception lands in Multnomah County that are affected by Columbia Gorge National Scenic Area were excluded from consideration for urbanization. Urbanization of these areas would conflict with the goals established by the federal government.
4. **Area East of Gresham.** This area has a considerable amount of land that consists of slopes in excess of 25 percent. Such lands were deemed unbuildable in the analysis of the Region 2040 Growth Concept and the Urban Growth Report. In addition, there is a significant canyon in the area with a stream that contains both wetlands and lands in the FEMA 100-year floodplain.
5. **Gresham Sandy Separation.** The RUGGOs Objective 26.1 specifies that communities will benefit from maintaining separation. This separation can be achieved by retaining the rural nature of the lands between the UGB and neighboring cities. The area between Gresham and Sandy serves this function. This area is also contained within a rural reserve as identified by the Region 2040 Growth Concept Map. The policies contained in the Regional Framework Plan and the RUGGOs specify that rural reserves are lands that will not be developed in urban uses in the foreseeable future. They are intended to support and protect farm and forestry operations and maintain separation between communities.

The Region 2040 Growth Concept Map also identifies Highway 26 in this area as a green corridor. A green corridor is defined in the Regional Framework Plan, Objective 1.11 (Neighbor Cities) as a transportation facility through rural reserves that serves as a link between the metropolitan area and a neighbor city that also limits access to the farms and forests of the rural reserve. The intent is to keep urban to urban accessibility high to encourage a balance of jobs and housing, but limit any adverse effect on the surrounding rural areas.

6. **Area South of URAs 1, 2 and 3.** This area was shown by the 1996 "Utility Feasibility Analysis for Metro 2040 Urban Reserve Study Areas" report completed by KCM to require "above average cost" for servicing. The land in this area is distant from existing urban services. The area contains a considerable amount of hilly land with slopes greater than 25 percent. Such lands were deemed unbuildable in the analysis of the Region 2040 Growth Concept and the Urban Growth Report.

This land is separated from the urban reserve land to the north by a watershed boundary, and drains to the south, away from the gravity systems of Portland and Gresham. Using watershed boundaries for delineation of an UGB is consistent with the Regional Framework Plan Objective 1.7 (Urban/Rural Transition). In addition, the Metro Code Section 3.01.020(d) states the proposed location for the UGB shall result in a clear transition between urban and rural lands, using natural and build featured, such as roads, drainage divides, floodplains, powerlines, major topographic features, and historic patterns of land use or settlement.

The Regional Framework Plan Objective 1.11 (Neighbor Cities) specifies that communities will benefit from maintaining separation. Not including these lands helps achieve this separation by retaining the rural nature of the area between Gresham and Sandy.

US Highway 26 is a designated Access Oregon Highway. The Region 2040 Growth Concept Map identifies Highway 26 in this area as a green corridor. A green corridor is defined in the Regional Framework Plan Objective 1.11 (Neighbor Cities) as a transportation facility through rural reserves that serves as a link between the metropolitan area and a neighbor city that also limits access to the farms and forests of the rural reserve. The intent is to keep urban to urban accessibility high to encourage a balance of jobs and housing, but limit any adverse effect on the surrounding rural areas.

7. **Area East of URAs 6, 7 and 8.** Much of the land in this area is shown to have slopes of equal to or greater than 25 percent. Such lands were deemed unbuildable in the analysis of the Region 2040 Growth Concept and the Urban Growth Report. In addition, the land in this area is far from existing urban services.

A considerable portion of this area is located within rural reserves as shown on the acknowledged Region 2040 Growth Concept Map. The policies contained in the Regional Framework Plan and the RUGGOs specify that rural reserves are lands that will not be developed in urban uses in the foreseeable future. They are intended to support and protect farm and forestry operations and maintain separation between communities. The scenic value of the buttes in this area is important to retain while balancing the land need for housing with quality of life needs for the general population.

A portion of this area naturally drains into the Clackamas River. The Clackamas River is one of the three "pristine rivers" contained in the DEQ Three Basin Rule (the other two are the McKenzie and the Santiam). This area, if urbanized, will have to have storm drainage water treatment applied prior to discharge adding significantly to the cost of urbanization.

8. **Area East and South of URA 9.** Much of the land in this area is shown to consist of slopes greater than 25 percent. Such lands were deemed unbuildable in the analysis of the Region 2040 Growth Concept and the Urban Growth Report. In addition, the land in this area is distant from existing urban services.

This area naturally drains into the Clackamas River. The Clackamas River is one of the three "pristine rivers" contained in the DEQ Three Basin Rule (the other two are the McKenzie and the Santiam). This area, if urbanized, will have to have storm drainage water treatment applied prior to discharge making it expensive to develop.

9. **Area South of URA 9.** Much of the land in this area is shown to consist of slopes greater than 25 percent. Such lands were deemed unbuildable in the analysis of the Region 2040 Growth Concept and the Urban Growth Report. In addition, the presence of wetlands further excludes this land from being urbanized.

This area naturally drains into the Clackamas River. The Clackamas River is one of the three "pristine rivers" contained in the DEQ Three Basin Rule (the other two are the McKenzie and the Santiam). This area, if urbanized, will have to have storm drainage water treatment applied prior to discharge making it expensive to develop.

10. **Area North of URA 15.** Much of the land in this area is shown to consist of slopes greater than 25 percent. Such lands were deemed unbuildable in the analysis of the Region 2040 Growth Concept and the Urban Growth Report.

The scenic value of the buttes in this area is important to retain, while balancing the land need for housing and quality of life needs of the general population.

11. **Area West of URA 15.** Much of the land in this area is shown to consist of slopes greater than 25 percent. Such lands were deemed unbuildable in the analysis of the Region 2040 Growth Concept and the Urban Growth Report.

The scenic value of the buttes in this area is important to retain, while balancing the land need for housing and quality of life needs of the general population.

12. **Carver Vicinity.** This area is almost entirely consumed by unbuildable land. A large proportion of this land is shown to consist of slopes greater than 25 percent. Such lands were deemed unbuildable in the analysis of the Region 2040 Growth Concept and the Urban Growth Report. Most of the land that is not steeply sloped lies within the FEMA 100-year floodplain of the Clackamas River. Metro's adopted Urban Growth Management Functional Plan (Functional Plan) (Title 3) requires that land of this nature be protected from the effects of development. In addition, such lands were deemed unbuildable in the analysis of the Region 2040 Growth Concept and the Urban Growth Report.

This area naturally drains into the Clackamas River. The Clackamas River is one of the three "pristine rivers" contained in the DEQ Three Basin Rule (the other two are the McKenzie and the Santiam). This area, if urbanized, will be required to have storm drainage water treatment applied prior to discharge, adding significantly to the cost of development.

13. **Area South of Clackamas River.** This area naturally drains into the Clackamas River. The Clackamas River is one of the three "pristine rivers" contained in the DEQ Three Basin Rule (the other two are the McKenzie and the Santiam). This area will have to have storm drainage water treatment applied prior to discharge.

This area contains significant amounts of land that is shown to consist of slopes greater than 25 percent. Such lands were deemed unbuildable in the analysis of the Region 2040 Growth Concept and the Urban Growth Report. Other lands in this area lie within the FEMA 100-year floodplain of the Clackamas River. The Functional Plan (Title 3) requires that land of this nature be protected from the effects of development. In addition, such lands were deemed unbuildable in the analysis of the Region 2040 Growth Concept and the Urban Growth Report.

This area is located within rural reserves as shown on the acknowledged Region 2040 Growth Concept Map. The policies contained in the Regional Framework Plan and the RUGGOs specify that rural reserves are lands that will not be developed for urban uses in the foreseeable future. They are intended to support and protect farm and forestry operations and maintain separation between communities.

14. **Area East of Oregon City.** This area contains the Newell Creek Canyon, an area with significant amounts of land that is shown to contain slopes equal to or greater than 25 percent. Such lands were deemed unbuildable in the analysis of the Region 2040 Growth Concept and the Urban Growth Report. According to testimony from the City of Oregon City (see the legal record for the March 6, 1997, Urban Reserve Decision) the topography in this area makes it difficult to efficiently deliver urban services.

There is a substantial amount of land in this area that lies within the FEMA 100-year floodplain. It is also evident that there are several wetlands in this area. The Functional Plan (Title 3) requires that land of this nature be protected from the effects of development. In addition, such lands were deemed unbuildable in the analysis of the Region 2040 Growth Concept and the Urban Growth Report.

This area is located within rural reserves as shown on the acknowledged Region 2040 Growth Concept Map. The policies contained in the Regional Framework Plan and the RUGGOs specify that rural reserves are lands that will not be developed in urban uses in the foreseeable future. They are intended to support and protect farm and forestry operations and maintain separation between communities.

The addition of this land area would create an island of non-urban land surrounding Highway 213 or would increase the pressures of urbanization on the agricultural lands between this area and the UGB.

15. **Beavercreek Area.** These lands were excluded from consideration largely due to the existing settlement patterns. Lot sizes in this area start as small as one-half acre. Examination of aerial photography shows land is being fully utilized by the existing development. There is only one large parcel (approximately 160 acres) of land in the area. This parcel, however, is under construction as a county-owned golf course. Substantially developed areas such as this do not provide much additional development potential. Therefore, the increase in urban growth capacity from adding these lands to the UGB would be minimal.

16. **Oregon City, Canby Separation.** These exception areas are located within rural reserves as shown on the acknowledged Region 2040 Growth Concept Map. The policies contained in the Regional Framework Plan and the RUGGOs specify that rural reserves are lands that will not be developed in urban uses in the foreseeable future. They are intended to support and protect farm and forestry operations and maintain a separation between communities.

The acknowledged Region 2040 Growth Concept Map identifies Highway 99 as a green corridor. A green corridor is defined in the Regional Framework Plan Objective 1.11 (Neighbor Cities) as a transportation facility through rural reserves that serves as a link between the metropolitan area and a neighbor city that also limits access to the farms and forests of the rural reserve. The intent is to keep urban to urban accessibility high to encourage a balance of jobs and housing, but limit any adverse effect on the surrounding rural areas.

17. **Stafford Area.** Much of this exception land is shown to contain slopes equal to or greater than 25 percent. Such lands were deemed unbuildable in the analysis of the

Region 2040 Growth Concept and the Urban Growth Report. A large amount of the remaining terrain is found to contain slopes between 18-24 percent.

The acknowledged Region 2040 Growth Concept Map identifies I-205 as a green corridor. A green corridor is defined in the Regional Framework Plan Objective 1.11 (Neighbor Cities) as a transportation facility through rural reserves that serves as a link between the metropolitan area and a neighbor city that also limits access to the farms and forests of the rural reserve. The intent is to keep urban to urban accessibility high to encourage a balance of jobs and housing, but limit any adverse effect on the surrounding rural areas.

These exception areas are located within rural reserves as shown on the acknowledged Region 2040 Growth Concept Map. The policies contained in the Regional Framework Plan and the RUGGOs specify that rural reserves are lands that will not be developed in urban uses in the foreseeable future. They are intended to support and protect farm and forestry operations and to maintain a separation between communities.

The land directly west of URA 30 abuts a watershed boundary that directs sewer and stormwater away from the nearest service provider, the City of West Linn. This watershed boundary will make the efficient provision of urban services to these exception lands more costly. Using watershed boundaries for delineation of an UGB is consistent with the Regional Framework Plan Objective 1.7 (Urban/Rural Transition). In addition, the Metro Code Section 3.01.020(d) states the proposed location for the UGB shall result in a clear transition between urban and rural lands, using natural and build featured, such as roads, drainage divides, floodplains, powerlines, major topographic features, and historic patterns of land use or settlement.

18. **South of Interstate-205.** The acknowledged Region 2040 Growth Concept Map identifies I-205 as a green corridor. A green corridor is defined in the Regional Framework Plan Objective 1.11 (Neighbor Cities) as a transportation facility through rural reserves that serves as a link between the metropolitan area and a neighbor city that also limits access to the farms and forests of the rural reserve. The intent is to keep urban to urban accessibility high to encourage a balance of jobs and housing, but limit any adverse effect on the surrounding rural areas.

This area also contains environmentally sensitive lands. There are significant areas shown to contain slopes equal to or greater than 25 percent. Such lands were deemed unbuildable in the analysis of the Region 2040 Growth Concept and the Urban Growth Report. There are also lands in this area that lie within the FEMA 100-year floodplain of the Tualatin River. The Functional Plan (Title 3) requires that land of this nature be protected from the effects of development. In addition, such lands were deemed unbuildable in the analysis of the Region 2040 Growth Concept and the Urban Growth Report.

These exception areas are located within rural reserves as shown on the acknowledged Region 2040 Growth Concept Map. The policies contained in the Regional Framework Plan and the RUGGOs specify that rural reserves are lands that will not be developed in urban uses in the foreseeable future. They are intended

to support and protect farm and forestry operations and maintain a separation between communities. I-205 provides a clear boundary consistent with Regional Framework Plan Objective 1.7 (Urban/Rural Transition). In addition, the Metro Code Section 3.01.020(d) states the proposed location for the UGB shall result in a clear transition between urban and rural lands, using natural and build featured, such as roads, drainage divides, floodplains, powerlines, major topographic features, and historic patterns of land use or settlement.

19. **Sherwood, Tualatin, Wilsonville.** These exception areas are located within rural reserves as shown on the acknowledged Region 2040 Growth Concept Map. The policies contained in the Regional Framework Plan and the RUGGOs specify that rural reserves are lands that will not be developed in urban uses in the foreseeable future. They are intended to support and protect farm and forestry operations and maintain a separation between communities.

A considerable amount of land in this area is environmentally sensitive. Some of this sensitive land is shown to contain slopes equal to or greater than 25 percent. Such lands were deemed unbuildable in the analysis of the Region 2040 Growth Concept and the Urban Growth Report. There is also a considerable amount of land in this area that lies within the FEMA 100-year floodplain, and in federally protected wetlands. The Functional Plan (Title 3) requires that land of this nature be protected from the effects of development. In addition, such lands were deemed unbuildable in the analysis of the Region 2040 Growth Concept and the Urban Growth Report.

In addition, the exception lands near Highway 99 are compromised by the presence of a green corridor as identified by the acknowledged Region 2040 Growth Concept Map. A green corridor is defined in the Regional Framework Plan Objective 1.11 (Neighbor Cities) as a transportation facility through rural reserves that serves as a link between the metropolitan area and a neighbor city that also limits access to the farms and forests of the rural reserve. The intent is to keep urban to urban accessibility high to encourage a balance of jobs and housing, but limit any adverse effect on the surrounding rural areas.

20. **South of Wilsonville.** All of these exception areas are located within rural reserves as identified by the acknowledged Region 2040 Growth Concept Map. The policies contained in the Regional Framework Plan and the RUGGOs specify that rural reserves are lands that will not be developed in urban uses in the foreseeable future. They are intended to support and protect farm and forestry operations and maintain a separation between communities.
21. **South of Sherwood.** These exception areas are located within rural reserves as identified by the acknowledged Region 2040 Growth Concept Map. The policies contained in the Regional Framework Plan and the RUGGOs specify that rural reserves are lands that will not be developed in urban uses in the foreseeable future. They are intended to support and protect farm and forestry operations and maintain a separation between communities.

Highway 99 in this area is designated as a green corridor on the acknowledged Region 2040 Growth Concept Map. A green corridor is defined in the Regional Framework Plan Objective 1.11 (Neighbor Cities) as a transportation facility through

rural reserves that serves as a link between the metropolitan area and a neighbor city that also limits access to the farms and forests of the rural reserve. The intent is to keep urban to urban accessibility high to encourage a balance of jobs and housing, but limit any adverse effect on the surrounding rural areas.

22. **West of Sherwood.** Much of the exception land in this area is located within rural reserves as identified by the acknowledged Region 2040 Growth Concept Map. The policies contained in the Regional Framework Plan and the RUGGOs specify that rural reserves are lands that will not be developed in urban uses in the foreseeable future. They are intended to support and protect farm and forestry operations and maintain a separation between communities.

Highway 99 in this area is designated as a green corridor on the acknowledged Region 2040 Growth Concept Map. A green corridor is defined in the Regional Framework Plan Objective 1.11 (Neighbor Cities) as a transportation facility through rural reserves that serves as a link between the metropolitan area and a neighbor city that also limits access to the farms and forests of the rural reserve. The intent is to keep urban to urban accessibility high to encourage a balance of jobs and housing, but limit any adverse effect on the surrounding rural areas. The Oregon Department of Transportation (ODOT) has designated Highway 99 as an Access Oregon Highway. The region depends on this transportation facility as a free-flowing connection to communities in Yamhill County and at the Oregon Coast.

23. **Area West and South of URA 47.** All of the exception land south of URA #47 and a significant amount to the west are located within the FEMA 100-year floodplain for the Tualatin River. The Functional Plan (Title 3) requires that land of this nature be protected from the effects of development. In addition, such lands were deemed unbuildable in the analysis of the Region 2040 Growth Concept and the Urban Growth Report.

These exception lands are also compromised by the existing settlement patterns. Lot sizes in this area begin at less than one-half acre. Examination of aerial photography shows these lands are largely being utilized by the existing development. Substantially developed areas such as this do not provide much additional development potential. Therefore, the increase in urban growth capacity from adding these lands to the UGB would be minimal.

24. **North of URA 49.** These exception lands are compromised for urbanization by the existing settlement patterns. This area is comprised almost entirely of small acreage single family residential dwellings. Residents in this area expressed concerns to the Metro Council about this area's suitability for further urbanization. Examination of aerial photography shows these lands are largely being utilized by the existing development. Substantially developed areas such as this do not provide much additional development potential. Therefore, the increase in urban growth capacity from adding these lands to the UGB would be minimal.

25. **Cooper Mountain.** These exception lands are compromised for urbanization by the existing settlement patterns. This area is comprised almost entirely of small acreage single family residential dwellings. Residents in this area expressed concerns to the Metro Council about this area's suitability for further urbanization, and that there is an

operating vineyard in the vicinity. There are deed restrictions in place currently that limit the additional capacity of the smaller acreage tax lots in this area. Examination of aerial photography shows these lands are largely being utilized by the existing development. Substantially developed areas such as this do not provide much additional development potential. Therefore, the increase in urban growth capacity from adding these lands to the UGB would be minimal.

26. **Area Southwest of URA 51.** It would be difficult to provide public services to these exception lands if they were added to the UGB. Water, sewer, and storm drainage will have to be run perpendicular to the UGB for some distance in order to serve very few properties.

This area protrudes from the existing UGB into an area designated for farm or forest use by the Washington County Comprehensive Plan. Urbanization of this area would be in conflict to Regional Framework Plan Objective 1.7 (Urban/Rural Transition). In addition, the Metro Code Section 3.01.020(d) states the proposed location for the UGB shall result in a clear transition between urban and rural lands, using natural and build featured, such as roads, drainage divides, floodplains, powerlines, major topographic features, and historic patterns of land use or settlement.

27. **Area South of URA 55.** These exception lands are almost entirely within the FEMA 100-year floodplain. In addition, the presence of wetlands is also an issue. The Functional Plan (Title 3) requires that land of this nature be protected from the effects of development. In addition, such lands were deemed unbuildable in the analysis of the Region 2040 Growth Concept and the Urban Growth Report. Using the FEMA floodplain as a boundary is consistent with the Regional Framework Plan Objective 1.7 (Urban/Rural Transition).

There is one small piece of exception land in this area that is isolated from the land that is constrained environmentally. This isolated parcel appears from aerial photography to be the clubhouse and other structures associated with the vineyard and golf course known as "The Reserve." Substantially developed areas such as this do not provide much additional development potential. Therefore, the increase in urban growth capacity from adding these lands to the UGB would be minimal.

28. **Area West of Hillsboro.** These exception areas are designated rural reserves by the acknowledged Region 2040 Growth Concept Map. The policies contained in the Regional Framework Plan and the RUGGOs specify that rural reserves are lands that will not be developed in urban uses in the foreseeable future. They are intended to support and protect farm and forestry operations and maintain a separation between communities.

These areas are not contiguous to, or connected to, other exception areas that are contiguous to the UGB. To expand the UGB onto non-contiguous exception areas would require the addition and urbanization of the intervening agricultural area.

29. **Area between Cornelius Hillsboro.** The exception land in this area is located within rural reserves as identified by the acknowledged Region 2040 Growth Concept Map. The policies contained in the Regional Framework Plan and the

RUGGOs specify that rural reserves are lands that will not be developed in urban uses in the foreseeable future. They are intended to support and protect farm and forestry operations and maintain a separation between communities.

Highway 8 in this area is designated as a green corridor on the acknowledged Region 2040 Growth Concept Map. A green corridor is defined in the Regional Framework Plan Objective 1.11 (Neighbor Cities) as a transportation facility through rural reserves that serves as a link between the metropolitan area and a neighbor city that also limits access to the farms and forests of the rural reserve. The intent is to keep urban to urban accessibility high to encourage a balance of jobs and housing, but limit any adverse effect on the surrounding rural areas.

The western edge of this area is adjacent to the FEMA 100-year floodplain. The Functional Plan (Title 3) requires that land of this nature be protected from the effects of development. In addition, such lands were deemed unbuildable in the analysis of the Region 2040 Growth Concept and the Urban Growth Report.

Using the FEMA floodplain as a boundary is consistent with the Regional Framework Plan Objective 1.7 (Urban/Rural Transition). In addition, the Metro Code Section 3.01.020(d) states the proposed location for the UGB shall result in a clear transition between urban and rural lands, using natural and build featured, such as roads, drainage divides, floodplains, powerlines, major topographic features, and historic patterns of land use or settlement.

30. **Area North of Cornelius.** The UGB in this area borders the FEMA 100-year floodplain. Using the FEMA floodplain as a boundary is consistent with the Regional Framework Plan Objective 1.7 (Urban/Rural Transition). In addition, the Metro Code Section 3.01.020(d) states the proposed location for the UGB shall result in a clear transition between urban and rural lands, using natural and build featured, such as roads, drainage divides, floodplains, powerlines, major topographic features, and historic patterns of land use or settlement.

A considerable amount of the exception land in this area falls within both wetlands and the 100-year floodplain. The Functional Plan (Title 3) requires that land of this nature be protected from the effects of development. In addition, such lands were deemed unbuildable in the analysis of the Region 2040 Growth Concept and the Urban Growth Report.

31. **Area Southwest of Forest Grove.** The exception land in this area is located within rural reserves as identified by the acknowledged Region 2040 Growth Concept Map. The policies contained in the Regional Framework Plan and the RUGGOs specify that rural reserves are lands that will not be developed in urban uses in the foreseeable future. They are intended to support and protect farm and forestry operations and maintain a separation between communities.

The UGB in this area borders the FEMA 100-year floodplain. Using the FEMA floodplain as a boundary is consistent with the Regional Framework Plan Objective 1.7 (Urban/Rural Transition). In addition, the Metro Code Section 3.01.020(d) states the proposed location for the UGB shall result in a clear transition between urban and rural lands, using natural and build featured, such as roads, drainage divides,

floodplains, powerlines, major topographic features, and historic patterns of land use or settlement.

A considerable amount of the exception land in this area falls within the FEMA 100-year floodplain. The Functional Plan (Title 3) requires that land of this nature be protected from the effects of development. In addition, such lands were deemed unbuildable in the analysis of the Region 2040 Growth Concept and the Urban Growth Report.

32. **Area North of Forest Grove.** The exception land in this area is located within rural reserves as identified by the acknowledged Region 2040 Growth Concept Map. The policies contained in the Regional Framework Plan and the RUGGOs specify that rural reserves are lands that will not be developed in urban uses in the foreseeable future. They are intended to support and protect farm and forestry operations and maintain a separation between communities.

The majority of this land is shown to contain slopes equal to or greater than 25 percent. Such lands were deemed unbuildable in the analysis of the Region 2040 Growth Concept and the Urban Growth Report.

These areas are not contiguous to, or connected to, other exception areas that are contiguous to the UGB. To expand the UGB onto non-contiguous exception areas would require the addition and urbanization of the intervening agricultural areas.

33. **Area North of Evergreen Road.** These exception lands are relatively small and situated within a larger area of agricultural lands. Urbanization of these lands would have negative effects on the agricultural activities in this area. This intrusion into an agricultural area would not be consistent with the Regional Framework Plan Objective 1.7 (Urban/Rural Transition).

Inclusion of these exception lands within the UGB will create difficulties in regard to the efficient provision of public services. Water, sewer and storm drainage will have to be run perpendicular to the UGB for a distance to serve very few properties.

In addition, to the presence of wetlands, these exception lands contain land within the FEMA 100-year floodplain. The Functional Plan (Title 3) requires that land of this nature be protected from the effects of development. In addition, such lands were deemed unbuildable in the analysis of the Region 2040 Growth Concept and the Urban Growth Report.

34. **Area West of URA 62.** This small area of exception land is almost entirely within the FEMA 100-year floodplain. The Functional Plan (Title 3) requires that land of this nature be protected from the effects of development. In addition, such lands were deemed unbuildable in the analysis of the Region 2040 Growth Concept and the Urban Growth Report. Using the FEMA floodplain as a boundary is consistent with the Regional Framework Plan Objective 1.7 (Urban/Rural Transition). In addition, the Metro Code Section 3.01.020(d) states the proposed location for the UGB shall result in a clear transition between urban and rural lands, using natural and build featured, such as roads, drainage divides, floodplains, powerlines, major topographic features, and historic patterns of land use or settlement.

In addition, the exception areas at the western end of Evergreen Road are within rural reserves as designated on the acknowledged Region 2040 Growth Concept Map. The policies contained in the Regional Framework Plan and the RUGGOs specify that rural reserves are lands that will not be developed for urban uses in the foreseeable future. They are intended to support and protect farm and forestry operations and to maintain separation between communities.

35. **Area Northeast of URA 62.** A considerable amount of the exception land in this area is within the FEMA 100-year floodplain. The Functional Plan (Title 3) requires that land of this nature be protected from the effects of development. In addition, such lands were deemed unbuildable in the analysis of the Region 2040 Growth Concept and the Urban Growth Report.

These areas are not contiguous to, or connected to, other exception areas that are contiguous to the UGB. To expand the UGB onto non-contiguous exception areas would require the addition and urbanization of the intervening agricultural areas.

36. **Area West of URA 65.** This area of exception land in this area is within the FEMA 100-year floodplain. The Functional Plan (Title 3) requires that land of this nature be protected from the effects of development. In addition, such lands were deemed unbuildable in the analysis of the Region 2040 Growth Concept and the Urban Growth Report.

The boundary of the adjacent URA #36 corresponds to the 100-year floodplain. Using the FEMA floodplain as a boundary is consistent with the Regional Framework Plan Objective 1.7 (Urban/Rural Transition). In addition, the Metro Code Section 3.01.020(d) states the proposed location for the UGB shall result in a clear transition between urban and rural lands, using natural and built features, such as roads, drainage divides, floodplains, powerlines, major topographic features, and historic patterns of land use or settlement.

37. **Area North of URA 65.** Agricultural lands and the FEMA 100-year floodplain surround this small area of exception land. Brugger Road was selected as the logical boundary to enhance a compact urban form consistent with the acknowledged Region 2040 Growth Concept and the Regional Framework Plan Objective 1.7.

38. **Area East of URA 65.** The majority of the exception lands in this area is shown to contain slopes equal to or greater than 25 percent. Such lands were deemed unbuildable in the analysis of the Region 2040 Growth Concept and the Urban Growth Report. Agricultural lands also surround this area. In addition, the topography of this area limits the accessibility to sewer trunk lines, making the provision of public services more costly.

39. **Skyline Area.** This small area of exception lands is shown to almost entirely contain slopes equal to or greater than 25 percent. Such lands were deemed unbuildable in the analysis of the Region 2040 Growth Concept and the Urban Growth Report.

The addition of this area to the UGB would create an island of non-urban land surrounded by the UGB. Creation of such an island is not consistent with the Regional Framework Plan Objective 1.7 (Urban/Rural Transition).

40. **Highway 30.** The Region 2040 Growth Concept Map identifies Highway 30 in this area as a green corridor. A green corridor is defined in the Regional Framework Plan Objective 1.11 (Neighbor Cities) as a transportation facility through rural reserves that serves as a link between the metropolitan area and a neighbor city that also limits access to the farms and forests of the rural reserve. The intent is to keep urban to urban accessibility high to encourage a balance of jobs and housing, but limit any adverse effect on the surrounding rural areas.

In addition, the exception land in this area is within a rural reserve as shown on the acknowledged Region 2040 Growth Concept Map. The policies contained in the Regional Framework Plan and the RUGGOs specify that rural reserves are lands that will not be developed for urban uses in the foreseeable future. They are intended to support and protect farm and forestry operations and to maintain separation between communities.

41. **Sauvie Island.** The exception land in this area is within a rural reserve as shown on the acknowledged Region 2040 Growth Concept Map. The policies contained in the Regional Framework Plan and the RUGGOs specify that rural reserves are lands that will not be developed in urban uses in the foreseeable future. They are intended to support and protect farm and forestry operations and maintain separation between communities.

This area also suffers from poor accessibility for transportation services.

Appendix B – Additional Site Considerations

Urban
Reserve

Reasons for No Further Consideration at This Time

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- URA #1 No evidence of public service feasibility when Gresham is already shouldering primary responsibility for planning and public facilities for very large, primarily exception land urban reserve (URA #5). A large number of highly productive agricultural uses (nurseries) are located within and around the site. While the Productivity Analysis provides some information about the costs of public service provision, there is no local government or private entity that has provided any corroborating information sufficient to further substantiate public service feasibility. Without this verification of information, the Productivity Analysis cost estimates may not be reliable. Further, there is no evidence to support funding feasibility of providing service extensions from adjacent areas within the UGB.
- URA #3 Site added to the Metro UGB through locational adjustment in Fall 1998.
- URA #11 No evidence of public service feasibility when Clackamas County is already shouldering primary responsibility for URAs #14 and #15 in close proximity. While the Productivity Analysis provides some information about the costs of public service provision, there is no local government or private entity that has provided any corroborating information sufficient to further substantiate public service feasibility. Without this verification of information, the Productivity Analysis cost estimates may not be reliable. Further, there is no evidence to support funding feasibility of providing service extensions from adjacent areas within the UGB.
- URA #17 Site is amenable to urban residential, but not employment. Considering job/housing imbalance of the area, addition of residential area would only further the imbalance. While the Productivity Analysis provides some information about the costs of public service provision, there is no local government or private entity that has provided any corroborating information sufficient to further substantiate public service feasibility. Without this verification of information, the Productivity Analysis cost estimates may not be reliable. Further, there is no evidence to support funding feasibility of providing service extensions from adjacent areas within the UGB.
- URA #18 Same as URA #17.
- URA #19 Same as URA #17.

- URA #22** While the Productivity Analysis provides some information about the costs of public service provision, there is no local government or private entity that has provided any corroborating information sufficient to further substantiate public service feasibility. Without this verification of information, the Productivity Analysis cost estimates may not be reliable. Further, there is no evidence to support funding feasibility of providing service extensions from adjacent areas within the UGB.
- URA #23** Same as URA #17.
- URA #24** Same as URA #22.
- URA #25** Same as URA #22.
- URA #29** Site is amenable to urban residential, but not employment because of access and parcel size. Considering job/housing imbalance of the area, addition of residential area would only further the imbalance. While the Productivity Analysis provides some information about the costs of public service provision, there is no local government or private entity that has provided any corroborating information sufficient to further substantiate public service feasibility. Without this verification of information, the Productivity Analysis cost estimates may not be reliable. Further, there is no evidence to support funding feasibility of providing service extensions from adjacent areas within the UGB.
- URA #30** Site is suitable for urban residential, but not employment, because of slopes. Considering local job/housing imbalance, addition of residential only now would further the imbalance. While the Productivity Analysis provides some information about the costs of public service provision, there is no local government or private entity that has provided any corroborating information sufficient to further substantiate public service feasibility. Without this verification of information, the Productivity Analysis cost estimates may not be reliable. Further, there is no evidence to support funding feasibility of providing service extensions from adjacent areas within the UGB.
- URA #35** No evidence of public facility capability at this time when the City of Wilsonville is taking responsibility for planning and public facilities for URAs #41 and #42. The area has a water shortage to the extent that the City has adopted a moratorium. The problem may not be addressed until the year 2000. While the Productivity Analysis provides some information about the costs of public service provision, there is no local government or private entity that has provided any corroborating information sufficient to further substantiate public service feasibility. Without this verification of information, the Productivity Analysis cost estimates may not be reliable. Further, there is no evidence to support funding feasibility of providing service extensions from adjacent areas within the UGB.

- URA #36 This URA is primarily a riparian area with very little buildable land. The Productivity Analysis estimates very high public facility cost per dwelling unit and very low productivity. This area is included as an URA for protection of resources. While the Productivity Analysis provides some information about the costs of public service provision, there is no local government or private entity that has provided any corroborating information sufficient to further substantiate public service feasibility. Without this verification of information, the Productivity Analysis cost estimates may not be reliable. Further, there is no evidence to support funding feasibility of providing service extensions from adjacent areas within the UGB.
- URA #37 Same as URA #35.
- URA #44 Active aggregate resource extraction site and as such is a protected Goal 5 resource. Additional information about the resource is needed before further consideration and is not now in the record. Closure and reclamation are not yet initiated. The City of Tualatin and the property owner have agreed to begin the planning process next year. While the Productivity Analysis provides some information about the costs of public service provision, there is no local government or private entity that has provided any corroborating information sufficient to further substantiate public service feasibility. Without this verification of information, the Productivity Analysis cost estimates may not be reliable. Further, there is no evidence to support funding feasibility of providing service extensions from adjacent areas within the UGB.
- URA #48 While the Productivity Analysis provides some information about the costs of public service provision, there is no local government or private entity that has provided any corroborating information sufficient to further substantiate public service feasibility. Without this verification of information, the Productivity Analysis cost estimates may not be reliable. Further, there is no evidence to support funding feasibility of providing service extensions from adjacent areas within the UGB.
- URA #49 Same as URA #48.
- URA #61 Same as URA #48.
- URA #64 Same as URA #48.
- URA #67 This area has among the highest public facility costs as estimated by the Productivity Analysis. While the Productivity Analysis provides some information about the costs of public service provision, there is no local government or private entity that has provided any corroborating information sufficient to further substantiate public service feasibility. Without this verification of information, the Productivity Analysis cost estimates may not be reliable. Further, there is no evidence to support funding feasibility of providing service extensions from adjacent areas within the UGB.

- URA #68 The Productivity Analysis estimated very high public facility costs and very low productivity. While the Productivity Analysis provides some information about the costs of public service provision, there is no local government or private entity that has provided any corroborating information sufficient to further substantiate public service feasibility. Without this verification of information, the Productivity Analysis cost estimates may not be reliable. Further, there is no evidence to support funding feasibility of providing service extensions from adjacent areas within the UGB.
- URA #69 The Productivity Analysis estimated very high public facility costs. While the Productivity Analysis provides some information about the costs of public service provision, there is no local government or private entity that has provided any corroborating information sufficient to further substantiate public service feasibility. Without this verification of information, the Productivity Analysis cost estimates may not be reliable. Further, there is no evidence to support funding feasibility of providing service extensions from adjacent areas within the UGB.
- URA #70 The Productivity Analysis estimated very high public facility costs, low productivity. While the Productivity Analysis provides some information about the costs of public service provision, there is no local government or private entity that has provided any corroborating information sufficient to further substantiate public service feasibility. Without this verification of information, the Productivity Analysis cost estimates may not be reliable. Further, there is no evidence to support funding feasibility of providing service extensions from adjacent areas within the UGB.

GROWTH MANAGEMENT COMMITTEE REPORT

FOR THE PURPOSE OF AMENDING ORDINANCE NO. 98-788C WHICH AMENDS THE METRO URBAN GROWTH BOUNDARY AND THE 2040 GROWTH CONCEPT MAP IN ORDINANCE 95-625A IN URBAN RESERVE AREA 55 OF WASHINGTON COUNTY.

Date: June 1, 1999

Presented by: Councilor McLain

Committee Action: At its May 26, 1999 meeting, the Growth Management Committee reviewed a draft version of Ordinance No. 99-809, and voted 3-0 to recommend that legal counsel amend the draft, based on committee comments, for introduction by the committee. Voting in favor: Councilors Bragdon, Park and McLain.

Council Issues/Discussion: Larry Shaw, Office of General Counsel gave the staff presentation. This ordinance--99-809, amends ordinance 98-788C, which moved the urban growth boundary to include the portion of urban reserve #55 inside Metro's jurisdictional boundary. Ordinance 98-788C was appealed by several parties to the Land Use Board of Appeals (LUBA), and Metro withdrew the ordinance from LUBA for reconsideration in March, 1999. By amending and readopting the original ordinance, Metro intends to gain dismissal of three appeals to LUBA.

Ordinance 99-809 amends 98-788C according to three principles:

- Revise the southern boundary of site #55 to exclude all land designated as Exclusive Farm Use (about 48 acres, in four parcels).
- Decouple linkage of conditions for approval from entire South Hillsboro Urban Reserve Plan.
- Revise conditions for approval to clarify that the city comprehensive plan will achieve at least 10-units/ net buildable acre, as provided in the urban reserve plan, and require zoning to enable affordable housing identified in urban reserve plan.

Public testimony provided arguments for and against removing the four EFU parcels from the urban growth boundary. Adequacy of transportation facilities for this area was also a concern. It was clarified that DLCD had awarded a grant to the city of Hillsboro to complete a stand-alone urban reserve plan for site #55, but had not seen indication from Hillsboro that it was prepared to take on the task of separating out this area, until recently. The plan needs to be completed by the end of June of this year. It was further clarified that nothing in this ordinance affects the portion of site #55 that was the subject of a Metro resolution, and is outside the Metro boundary.

Mr. Shaw was directed by the committee to add language in condition 6.G . that will assist those who are farming nearby, including those whose properties are involved in this ordinance, to be able to retain adequate transportation facilities necessary for their farming activities.



METRO

DATE: May 12, 1999

TO: Metro Council
Mike Burton, Executive Officer

FROM: *lls*
Larry Shaw
Office of General Counsel

SUBJECT: Proposed Revisions to UGB Amendment: Ordinance No. 98-788C

This ordinance added that portion of Urban Reserve Area 55 to the UGB that is inside Metro's jurisdictional boundary. The ordinance was appealed by four parties. The Metro Council withdrew this ordinance from LUBA for reconsideration in March, 1999. The ordinance remains adopted and on appeal. The Metro Council must "re-adopt" any amended version of the ordinance by June 17, 1999. This memo describes the approach used in the draft ordinance that is intended to clarify the UGB amendment for some of the appellants to not renew their appeal.

Three of four appellants, 1000 Friends, DLCD, and Farm Bureau, have supported the inclusion of exception lands in this area into the UGB while consistently opposing inclusion of the adjacent farm zoned lands that make up the rest of the "South Hillsboro Urban Reserve Concept Plan." The following clarifications of the December 1998 Metro ordinance should lead to dismissal of these three appeals.

- I. Principle I: Revise part of the southern UGB boundary to exclude about 48 acres zoned for Exclusive Farm Use (EFU).
 - A. Implementation Steps
 1. Adopt a new Exhibit "B" map revising the UGB northward between River Road and 247th, if necessary.
 2. Adopt a new condition of approval that requires the exception lands in the forested floodplain west of River Road retained inside the UGB to be used only for "community park" purposes as indicated on Figure A of the urban reserve plan.
 - B. Fact/Policy Basis
 1. About 48 acres in four parcels between River road and 247th are primarily Class II soils, zoned EFU.
 2. The urban reserve plan map at Figure W indicates that this 48 acres would be zoned "low-medium" density including about 15 acres for "Natural

Systems stormwater” near two small segments of creeks and floodplain near River Road.

3. The forested floodplain area west of River Road is exception land that would leave the UGB extending farther south along River Road than the revised southern boundary between River Road and 247th. This is retained to allow the urban park use designated on the urban reserve plan to serve this urban reserve area. This avoids displacing that urban park land need onto other developable lands, and applies the principle of maximizing the efficient urban use of exception lands.
4. Exclusion of these EFU lands keeps this ordinance entirely exception lands which meet the need for housing.

II. Principle II: Revise the Ordinance to clarify that adding the exception lands inside Metro boundary to the UGB does not, necessarily, require the adoption of the rest of the “South Hillsboro Urban Reserve Plan.”

A. Implementation Steps

1. Amend ordinance conditions on transportation projects to eliminate two projects which extend east of 229th, outside the area added to the UGB by this ordinance.
2. Adopt a new condition of approval to require that development in the Gordon Creek neighborhood/main street around SE Davis-Brookwood assigned medium to high density zoning and the residential areas assigned low-medium density zoning in the urban reserve plan meet densities used in Tables 4, 11 and 13 of the urban reserve plan (use title). Therefore, the condition would require an average of at least 7 dwelling units per net acre for “low-medium density” residential areas, 22 dwelling units per net acre for “medium-high density” residential, and 29 dwelling units per acre for “mixed use high density residential” areas for the acreages listed in those tables.
3. (Approval is being prepared to adopt ordinance language to control qualifying or noncommittal language on issues other than density in the urban reserve plan.)

B. Facts/Policy Basis

1. The text of the urban reserve plan at Tables 4, 11 and 13 cites ranges of possible residential density. Within those ranges an “average density by city zone” is used in the urban reserve plan to calculate compliance with the 10 units per net acre average density requirement for urban reserves. That differs from the residential densities indicated on the various maps. A condition of approval requiring development at the “average density by city zone” in the urban reserve plan text would clarify which residential densities are indicated by the urban reserve plan and assure that residential densities meet the 10 units net/acre average density required for urban

- reserves. Clarification to assure that this land is developed consistent with Tables 4, 11 and 13 would prevent disputes over later zoning that may seem consistent with another part of the conceptual urban reserve plan.
2. Residential density is particularly important for urban reserves for the Hillsboro Regional Center Area to address the jobs/housing balance issue.
 3. The two transportation projects that extend outside the Metro boundary limits of this ordinance are an error caused by the extremely short turn around from Metro receipt of this urban reserve plan report.
 4. The main street area of the Gordon Creek neighborhood is estimated in the urban reserve plan to accommodate about 100 commercial retail jobs.
 5. A recalculation for just the exception lands in this revised ordinance using the residential densities in Tables 4, 11 and 13 yields about 1,648 dwelling units on about 145.5 net acres. This is in addition to areas for a "community park," "neighborhood park," police and fire station and elementary school and natural storm water treatment (on unbuildable lands).
 6. This area, at about 11 units/net developable acre, is slightly more dense than the 10 units for the entire urban reserve plan area.

III. Principle III: Revise the ordinance to require adoption of zoning districts that demonstrate the achievement of at least 10 units per net buildable acre in the urban reserve plan. Revise the ordinance as well to require adoption of zoning to enable affordable housing identified in the urban reserve plan.

A. Implementation Step: Adopt a new condition that requires zoning for the residential components of the residential program in Table 12 of the urban reserve plan designed to enhance affordability.

B. Fact/Policy Basis

1. Table 12 identifies percentages of housing products by acres and percentage of units for all of First Tier's estimated 2,100 dwelling units.
2. The text of the urban reserve plan at p. 138 identifies multi-family rentals in higher density zones as a means for meeting the need for affordable housing. The location of the higher density zones around the intersection of Brookwood and SE Davis provide the opportunity for efficient transit service to that location of multi-family housing.
3. Table 12 shows 20 acres of apartments and 15 acres of "senior housing," 10% and 7% of the First Tier land, respectively. Together these "residential components" provide 42% of the units for the First Tier area.
4. The ordinance area is less than the First Tier area. The ordinance area provides 1,648 units. Requiring apartment and senior housing to be zoned in the high density areas to provide 42% or 692 units in these categories would be consistent with the urban reserve plan.

cc: Michael Morrissey, Tim Sercombe, Pat Ribellia, Larry Derr
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M E M O R A N D U M

600 NORTHEAST GRAND AVENUE
TEL 503 797 1700

PORTLAND, OREGON 97232 2736
FAX 503 797 1794



METRO

DATE: May 10, 1999
TO: Larry Shaw, Office of General Counsel
FROM: Tom Kloster, RTP Project Manager
SUBJECT: RTP Strategy for TV Highway: Consistency with UGB Conditions

* * * * *

Background on RTP Strategy for TV Highway

As you requested, the following is a discussion of Metro's strategy for addressing expected traffic growth on TV Highway during the 20-year RTP planning period.

Over the past several years, and in both the Federal RTP and current updates, TV Highway becomes very congested in our 20-year modeling due to expected growth in Washington County. TV Highway provides a very direct link between Beaverton and Hillsboro, and thus will continue to be in great demand as a travel route, despite existing and forecasted congestion.

In the past, the simple solution to future congestion on TV Highway has been to expand the facility from the current five-lane profile (four travel lanes and one center turn lane) to a total of seven lanes (six travel lanes and one center turn lane). This expanded roadway has been modeled in the past, however, and continued to suffer from congestion -- again, because TV Highway is a very desirable travel route between two regional centers.

In the summer of 1998, the first round of RTP modeling was completed, and included a number of parallel road improvements in the TV Highway corridor, such as Alexander Street, Walker, Farmington and Cornell Roads that added capacity for local trips, but stopped short of actually widening TV Highway itself. This strategy was not adequate to meet expected demand, and planners from Washington County suggested that the seven-lane improvement be evaluated in a second round of modeling.

However, because the seven-lane improvement had previously been modeled with mixed results, Metro staff recommended that the functional classification of TV Highway in the RTP be factored into the ultimate design. As a "principal arterial", the classification of TV Highway calls for a facility that primarily serves longer trips. Today, the roadway does not serve this function, largely because of the large number of driveways and local access points that connect to the roadway, and the strip commercial development that draws local traffic to TV Highway.

Therefore, to better approximate the "principal arterial" function, staff recommended that a limited access highway, akin to Highway 224 in Clackamas County, be assumed for TV

Highway. This assumption meant much more capacity per lane than a general purpose arterial street could accommodate, and obviously would mean dramatic land use changes, since driveway access would be phased out over time. The purpose of modeling this scenario was to determine the relative transportation merits of this strategy to better facilitate a policy discussion of its land use impacts and cost. Ultimately, a six-lane "highway" design was tested, assuming such a limited access design, in the second round of RTP modeling with promising results:

- congestion was essentially eliminated between Murray Boulevard and Brookwood Avenue, where the six-lane, limited access design was tested. This segment performed at a level of service "D" during the peak two-hour period in our 2020 modeling;
- the segment of TV Highway east of Murray, in the Beaverton Regional Center, was very congested, despite a seven-lane arterial improvement that was tested between Murray and Cedar Hills Boulevard. This segment was not access-controlled, and performed at a level of service "F" during the peak two-hour period;
- the segment of TV Highway west of Brookwood, near the Hillsboro Regional Center, was very congested. This segment was not access controlled, and was modeled with the existing 5-lane capacity that performed at a level of service "F" during the peak two-hour period.

The modeling results support the concept of retaining the "principal arterial" functional classification for the portion of TV highway that was modeled with limited access, while changing the functional classification for the segments west of Brookwood and east of Murray to "major arterial." The major arterial classification is expected to serve a more localized role, and this is more consistent with the sort of travel that is expected in close proximity to the Hillsboro and Beaverton regional centers, where these segments are generally located. In contrast, the principal arterial classification is intended to serve longer trips -- in this case, traffic between the two regional centers.

The limited access concept for TV Highway would likely be phased in over time, beginning with localized safety and capacity improvements at major intersections, and continued access management along the full length of the roadway. Eventually, access would likely be consolidated or eliminated as part of a major road widening project.

At this time, staff has recommended that a more detailed corridor study be conducted as part of implementing the updated RTP. Different options for achieving a limited-access design will be evaluated for TV Highway in the more detailed study. Such a corridor study is designed to include three or four options, varying in cost and scope. This process would be conducted prior to any improvements to the facility, or any further actions to limit access or commercial uses along the route.

The RTP is scheduled for public review and adoption in the Fall, and local comprehensive plans in the region must be updated for consistency with the RTP within one year of that date.

RTP Assumptions for Urban Reserve Area 55 in the TV Highway Corridor

In response to your question about RTP assumptions for urban reserves, the following are some highlights of the 2020 forecast that we are using in the RTP update, and the relationship of these forecasts to improvements planned in the TV Highway corridor.

The current phase of the RTP update is focused on developing a system of transportation improvements and programs that respond to dramatic growth expected in the region during the 20-year RTP planning period. During this time, growth is expected in both the existing urban area, where a large increase in jobs and housing is predicted to occur, and in urban reserves that are largely undeveloped today. The 2020 forecast used to measure the impact of this growth on the transportation system also included some urban reserves, with the assumption that they will be largely developed by 2020. This assumption included all of the exception land in Urban Reserve Area 55, south of TV Highway.

Most of the urban reserves are located in Clackamas County, with some located in Washington County. In the TV Highway corridor, expected growth in the urban reserves generally located south of Hillsboro will contribute to traffic growth in the area, but this is not the driving force behind the general traffic growth expected in this part of the region. Instead, travel demand in this area is driven by (1) a combination of new jobs and housing within the current urban area of Washington County, and (2) trips into this job-rich part of the region from points east.

Therefore, proposed improvements to TV Highway are largely in response to growth pressures stemming from other parts of Washington County and the region. However, transportation improvements in the TV Highway corridor, including a number of parallel route improvements, anticipate development in the Urban Reserve 55 exception lands, as well.

UGB Amendment Conditions

The transportation infrastructure that was proposed in the urban reserve plan for south of Hillsboro appears consistent with the overall strategy for improving TV Highway to a "principal arterial" function through progressive capacity and access measures. Though these improvements will continue to be fine-tuned to match the regional improvements to TV Highway through the final stages of the RTP update, they appear to be sufficient to serve expected growth in the area.

The conclusions in the November 22, 1998 memorandum from Mike Hoglund regarding the concept plan for Urban Reserve 55 are also consistent with the comments that I have provided in this correspondence. In general, the consultant report completed for the Hillsboro South Urban Reserve Concept Plan addresses the review criteria and meets their spirit and intent of regional plans and policies, as detailed in the Hoglund memorandum, and therefore substantially complies with the transportation criteria intended to satisfy Section 3.01.012 (e) (8) of the Metro code. It appears from the consultant's analysis that the overall impact to the regional transportation system will be minimal given the assumed mix of land uses and densities, and given the recommended on- and off-site transportation improvements. This is consistent with RTP analysis and conclusions for the larger TV Highway Corridor. However, this conclusion is based on the assumptions used in the consultants report, and the following should be considered prior to full development of the site:

1. Regional street classifications should be revised to be consistent with the RTP.
2. Commuter Rail in the Hillsboro-Beaverton corridor and the proposed street car should be dropped as assumptions. There are no plans for east-west commuter rail in the T-V Highway Corridor nor street car services in this area within the next 20 years. The small number of commuter-rail trips assumed for those modes should be applied to other modes.
3. The mix of land uses and densities are critical in achieving the estimated reduction in trips. Those features must be maintained as the land further planned, zoned, and developed.

4. Similarly, street connectivity at 10-16 connections per mile, as currently required in Title 6 of Metro's Functional Plan, and used in the report are also imperative in achieving trip, vehicle miles of travel, and congestion reductions within the vicinity.
5. Additional east-west arterial and collector improvements are necessary in the larger TV Highway corridor. In particular, the report makes a strong case for the Davis/Blanton Road improvement.
6. The City of Hillsboro should work with Tri-Met to develop a transit implementation plan to be phased in as development occurs.

Agenda Item Number 8.3

Ordinance No. 99-810, For the Purpose of Amending the Budget and Appropriation Schedule for FY 1998-99 by Transferring \$50,000 from Contingency to Personal Services in the Zoo Operating Fund; and Declaring an Emergency.

First Reading

**Metro Council Meeting
Thursday, June 10, 1999
Council Chamber**

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AMENDING)
THE BUDGET AND APPROPRIATION)
SCHEDULE FOR FY 1998-99 BY)
TRANSFERRING \$50,000 FROM)
CONTINGENCY TO PERSONAL)
SERVICES IN THE ZOO OPERATING)
FUND, AND DECLARING AN)
EMERGENCY)

ORDINANCE NO 99-810

Introduced by Mike Burton,
Executive Officer

WHEREAS, The Metro Council has reviewed and considered the need to transfer appropriations with the FY 1998-99 budget; and

WHEREAS, The need for a transfer of appropriation has been justified; and

WHEREAS, Adequate funds exist for other identified needs; now, therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS:

1. That the FY 1998-99 budget and Schedule of Appropriations for the Zoo Operating Fund are hereby amended as shown in the column entitled "Revision" of Exhibit A to this ordinance for the purpose of transferring \$50,000 from Contingency to Personal Services.
2. This ordinance being necessary for the immediate preservation of the public health, safety or welfare of the Metro area in order to meet obligations and comply with Oregon Budget Law, an emergency is declared to exist, and this ordinance takes effect upon passage.

ADOPTED by the Metro Council this _____ day of _____, 1999.

Rod Monroe, Presiding Officer

ATTEST:

Approved as to Form:

Recording Secretary

Daniel B. Cooper, General Counsel

Exhibit A
Ordinance No. 99-810
FY 1998-99 SCHEDULE OF APPROPRIATIONS

| | Current Budget | Revision | Proposed Budget |
|------------------------------------|---------------------------|-----------------|----------------------------|
| ZOO OPERATING FUND | | | |
| Personal Services | \$9,085,648 | 50,000 | \$9,135,648 |
| Materials & Services | 5,290,735 | 0 | 5,290,735 |
| Capital Outlay | 879,736 | 0 | 879,736 |
| Interfund Transfers | 3,696,704 | 0 | 3,696,704 |
| Contingency | 662,510 | (50,000) | 612,510 |
| Unappropriated Ending Fund Balance | 7,589,783 | 0 | 7,589,783 |
| Total Fund Requirements | \$27,205,116 | \$0 | \$27,205,116 |

ALL OTHER APPROPRIATIONS REMAIN AS PREVIOUSLY ADOPTED

STAFF REPORT

FOR THE PURPOSE OF AMENDING THE BUDGET AND APPROPRIATION SCHEDULE FOR FY1998-99 BY TRANSFERRING \$50,000 FROM CONTINGENCY TO PERSONAL SERVICES IN THE ZOO OPERATING FUND, AND DECLARING AN EMERGENCY.

Date: June 10, 1999

Presented by: Kathy Kiaunis

FACTUAL BACKGROUND AND ANALYSIS

An adjustment of \$50,000 in the Zoo's operating budget for FY1998-99 is needed for additional temporary services in Visitor Services.

Higher than expected start-up labor for the new entrance facilities and a greater than projected catering volume necessitates additional funding for temporary services.

BUDGET IMPACT

A transfer of \$50,000 to Personal Services from Contingency will enable the Visitor Services division to provide adequate coverage for the balance of the fiscal year. There are sufficient funds available in Contingency to provide for this transfer. No additional transfers from Contingency are anticipated for the remainder of FY1998-99.

EXECUTIVE OFFICE RECOMMENDATION

The Executive Officer recommends adoption of Ordinance No. 99-810.

Agenda Item Number 9.1

Resolution No. 99-2790, For the Purpose of Providing an Exemption from the Competitive Bidding Requirement for a Request for Proposals for the Construction Manager/General Contractor Services for the Expo Hall "D" Construction Project.

Contract Review Board

**Metro Council Meeting
Thursday, June 10, 1999
Council Chamber**

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF PROVIDING AN) RESOLUTION NO 99-2790
EXEMPTION FROM COMPETITIVE BIDDING)
REQUIREMENTS FOR A REQUEST FOR) Introduced by Mike Burton, Executive
PROPOSALS FOR CONSTRUCTION) Officer
MANAGEMENT/GENERAL CONTRACTOR)
SERVICES FOR THE EXPO CENTER HALL "D")
CONSTRUCTION PROJECT)

WHEREAS, Metropolitan Exposition-Recreation Commission (MERC) and Metro staff have prepared the Request for Proposals (RFP) for Construction Manager/General Contracting (CM/GC) Services for a proposed Expo Center Hall "D" Construction Project, which RFP is attached as Exhibit 1; and

WHEREAS, Metro Code requires that the procedures for competitive public bidding of Metro contracts shall comply with all requirements that are generally applicable to local governments; and

WHEREAS, ORS 279.015 requires that public contracts shall be based upon competitive bids or proposal except when exempted upon approval of certain findings; and

WHEREAS, Metro Code Section 2.04.054 provides that all Metro and MERC public contracts shall be based upon competitive bid with the exception that specific contracts may be exempted by resolution of the Metro Contract Review Board, subject to the requirements of ORS 279.015, including certain findings; and

WHEREAS, the RFP is designed to select the most qualified contractor to perform the required pre-construction and construction services for the project; and

WHEREAS, for the justifications set forth in the attached Exhibit 2, the Metro Contract Review Board finds that exempting the award of a contract resulting from the RFP for CM/GC Services for the Expo Center Hall "D" Construction Project from the competitive bidding

requirements of ORS 279.015 and Metro Code Section 2.04.052 is unlikely to encourage favoritism in the award of such contract or substantially diminish competition for such contract; and

WHEREAS, for the reasons set forth in Exhibit 2, exempting the award of the contract resulting from the RFP for CM/GC Services for the Expo Center Hall "D" Construction Project pursuant from competitive bidding will result in substantial cost savings to Metro; and

WHEREAS, ORS 279.015(6)(a) and Metro Code Section 2.04.054 require Metro to direct the use of alternative contracting and purchasing practices that take account of market realities and modern innovative contracting and purchasing methods, which are consistent with the public policy of encouraging competition; and

WHEREAS, the RFP for CM/GC Services contemplates utilizing an alternative contracting method and selecting a qualified contractor based upon certain qualifications; and

WHEREAS, the CM/GC method is recognized as a modern and innovative contracting method which has been successfully utilized by Metro and by numerous public agencies including the State of Oregon, the Port of Portland, the Tri-County Metropolitan Mass Transit District (Tri-Met), Washington County and the City of Portland; and

WHEREAS, the criteria which will be evaluated during the selection process include review of proposers' project approach and management plan; the qualifications of proposers' key personnel; organization of project staff and resources; fixed fee/guaranteed maximum price proposal; proposed project management related to methods of project cost, schedule and quality control; and the proposers' past utilization of minority and women-owned business enterprise subcontractors; now, therefore,

BE IT RESOLVED:

1. That the Metro Contract Review Board adopts as its findings the justifications, information and reasoning set forth in Exhibit 2 and incorporated by reference into this Resolution as if set forth in full; and
2. That based upon such findings, the Metro Contract Review Board exempts from competitive bidding requirements the contracts to be solicited through the attached Request for Proposals; and
3. That the Metro Contract Review Board authorizes and directs the Metropolitan Exposition-Recreation Commission to use Construction Manager/General Contractor services contracting methods for the Expo Center Hall "D" Construction Project; and
4. That the Metro Contract Review Board authorizes the Metropolitan Exposition-Recreation Commission to utilize the Request for Proposals for Construction Manager/General Contractor services for the Expo Center Hall "D" Construction Project.

ADOPTED by the Metro Council this ____ day of _____ 1999.

Rod Monroe, Presiding Officer

APPROVED AS TO FORM:

Daniel B. Cooper, General Counsel

MDF kaj/DBC sm

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[EXHIBIT " 1 "]

REQUEST FOR PROPOSALS

For

CONSTRUCTION MANAGER/GENERAL CONTRACTOR SERVICES

For the

EXPO CENTER HALL D CONSTRUCTION

MERC
777 NE MLK, Jr. Blvd
Portland, Oregon 97232

Issued June 1999

REQUEST FOR PROPOSALS
For
CONSTRUCTION MANAGER/GENERAL CONTRACTOR SERVICES
For the
EXPO CENTER HALL D CONSTRUCTION

1.0 INTRODUCTION

- 1.1 The Metropolitan Exposition-Recreation Commission, a commission of Metro ("MERC" or "Owner"), is soliciting written proposals from qualified general contractors to provide Construction Manager/General Contractor (CM/GC) Services for a proposed Construction of a new EXPO Center Hall D. It is the intent of Owner to select a CM/GC who will become a member of a team composed of the Owner, the CM/GC and the Project's Design consultant. The Owner intends to enter into two contracts with the selected CM/GC: a Pre-Construction Services contract on a not-to-exceed fee basis and a Construction Services contract that will include a Fixed Fee (FF) and a Guaranteed Maximum Price (GMP) for the entire scope of the construction work.
- 1.2 The proposed project includes the replacement of the current Hall D with a new 112,00 square foot facility and landscaping in the existing parking area. The work will take place during the ongoing EXPO operations, which must continue within the remaining buildings located immediately to the north and south of the Hall D project site.
- 1.3 The CM/GC is being selected early in the Project to provide Owner and the design team with expertise and experience that will assist in project decision making and that will ensure that procedures are implemented to aggressively manage the construction costs and schedule. The design must allow for economical and efficient methods of construction, while the construction must allow for the ongoing operations of the EXPO and must minimize disruption to the EXPO clients and visitors. Owner seeks the CM/GC who can best provide the services needed to achieve these goals.
- 1.4 An accelerated schedule for the project completion has been established with a project completion date set for **March 17, 2001**. The construction will occur during on-going operations of the EXPO and will therefore require that the construction activity be completed with minimum disruption to EXPO operations. Other significant objectives of the construction program are safety, work quality and control of construction cost.

- 1.5 While the EXPO Hall D Construction project is underway, the Owner may also carry out other construction and capital improvement projects. These projects will be outside the scope of the CM/GC's responsibility but will require some level of coordination and cooperation to ensure the success of all projects.

2.0 GENERAL PROPOSAL INFORMATION

- 2.1 Proposals will be received at the MERC Administrative Offices at the Oregon Convention Center, 777 NE Martin Luther King, Jr. Blvd., Portland, Oregon 97232, to the attention of Mark Hunter, no later than **3:00 p.m. July 8, 1999**. Submittals should be clearly marked "Proposal - Construction Manager/General Contractor Services - EXPO Center Hall D Construction". Each submittal must be submitted in the format described in this RFP.
- 2.2 All information submitted by Proposers shall be public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the proposals for which Proposers request exception from disclosure to the extent permitted by Oregon law.
- 2.3 Owner and its Contractors shall not discriminate against any person based on race, color, national origin, sex, sexual orientation, age, religion, physical disability, political affiliation or marital status.
- 2.4 During the performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin.
- 2.5 A pre-proposal conference and site visit has been scheduled for **June 17, 1999 at 2:30 p.m.** Those attending should check in at the EXPO Center Administrative Offices located at 2060 North Marine Drive, Portland, OR 97217.

3.0 PROJECT OVERVIEW

3.1 PROJECT WORK SCOPE

3.1.1 The project site is located at 2060 North Marine Drive, Portland, OR 97217. A Site Plan and preliminary drawings are attached as Appendix 1. The project scope includes all labor, equipment and materials necessary to replace the existing 60,000 square foot Hall D with a new 112,000 square foot building that includes:

- .1 72,000 square feet of clear-span exhibit space similar to the new Hall E.
- .2 6,000 square feet of conference and lounge space.
- .3 4,000 square feet of upper level administrative office space.
- .4 10,000 square feet of two story lobby with large atrium skylight, ticket office and meeting room space.
- .5 5,000 square feet of commercial kitchen space.
- .6 5,000 square foot connection to Hall C.
- .7 10,000 square feet of storage, service and loading space.
- .8 Level and smooth concrete or raised exhibit hall floor with electrical and signal boxes on 60-ft. centers.
- .9 Hanging operable partitions capable of dividing the exhibit space.
- .10 State of the art technology, including fiber optic capabilities, new lighting controls, computer controlled HVAC system, capacity for audio-visual connections, and telephone internet.
- .11 Site work will include a landscape court in the visitor parking area, compliance with Natural Resources Management Plan (NRMP), development of a south parking area complete with nature walk and extensive landscape improvements agreed to with the City of Portland during the construction of Hall E.
- .12 Exhibitor and service parking facilities.

3.2 PROJECT BUDGET

3.2.1 The estimated project budget is approximately \$15,800,000 that includes approximately \$1,800,000 in soft costs (architect fees, permits, administrative costs, etc.) The pre-construction services will be included within the soft cost budget. The goal is to build the best building for the set budget.

3.3 SCOPE OF PRE-CONSTRUCTION SERVICES

3.3.1 Pre-construction phase services will be provided under the terms of the sample Personal Services Contract in Appendix 2. It is anticipated that the specific scope of pre-construction services will be negotiated prior to signing the Pre-construction Services Agreement, based on Proposer's input as well as Owner's requirements. Some of these services will continue into the construction services phase of the project. Services of the CM/GC will include:

- .1 Consult with, advise, assist and provide recommendations to Owner and design team on all aspects of the planning and design of the work.
- .2 Provide information, estimates, schemes, and participate in decisions regarding construction phasing, temporary facilities, temporary access routes/ detours that will create the minimum disruption to the public and EXPO operations. Write a course-of-construction plan.
- .3 Develop information and participate in decisions regarding value engineering.
- .4 Provide information on construction materials, methods, systems, phasing, and costs to assist in determinations, which are aimed at providing Owner with the highest quality building within the budget and schedule.
- .5 Provide input to Owner and the design team regarding current construction industry practices, labor market, and materials availability.
- .6 Review in-progress design documents and provide input and advice with respect to construction feasibility, alternative materials/methods, and long-lead material procurements.
- .7 Review completed design documents and suggest modifications to improve clarity.
- .8 Recommend division of the work to facilitate bidding and award of trade contracts, considering such factors as minimizing disruption of existing operations, improving or accelerating completion of construction, minimizing trade jurisdiction disputes, and other related issues.

.9 Work with Metro's Risk and Contract Division to develop a plan for maximizing minority and women-owned business opportunities in compliance with the objectives of Metro's Minority and Women-owned Businesses Program and MERC's Target Area Program.

.10 Prepare a comprehensive Project critical path (CPM) schedule and continuously monitor and update the project schedule. Recommend adjustments in the design documents or construction bid packaging to ensure completion of the project in the most expeditious manner possible. Such adjustments shall include pre-purchasing and expediting recommendations for long-lead materials in order to meet necessary delivery dates and avoid construction delays.

.11 In cooperation with the project's architect, write a comprehensive Commissioning Plan to be implemented during the course of construction. The Plan shall identify major tasks and the individuals or firms responsible for completing each task.

.12 Work with Owner and the consultant team to maximize energy efficiency, water conservation and the use of recyclable products to the maximum extent economically feasible.

.13 Provide estimating and value engineering support to the Owner's analysis and application for energy related incentive programs offered by local utilities.

.14 Prepare construction cost estimates for the project at appropriate times throughout the design phases of the work. Owner's Project and Construction Managers and the design team will participate fully in the preparation of these cost estimates. At the point in the design phase when the design development drawings are complete, the CM/GC will prepare a construction cost estimate that, when agreed to by Owner, will become the Guaranteed Maximum Price (GMP). The CM/GC will notify Owner's Project and Construction Managers and the design team immediately if their construction cost estimates appear to be exceeding the construction budget or the GMP, once it is established. If Owner and the CM/GC cannot agree on a GMP, Owner reserves the right to terminate the CM/GC's pre-construction services and negotiate the construction of the project with the CM/GC Proposer who received the next highest rating during the RFP evaluations or to publicly bid the work. In the

event of early termination, Owner will compensate the CM/GC based on work performed prior to the termination.

3.4 CONSTRUCTION SERVICES

3.4.1 Construction phase services shall be under a separate contract and generally shall be provided under the sample Agreement terms provided in Appendix 3 and the Standard General Conditions provided herein. Duties of the CM/GC will include:

.1 Solicit and publicly conduct sub-contractor bidding for all construction work, except that which is specifically exempted herein or by Owner.

.2 Maintain a qualified, full-time Superintendent and Project Engineer with the needed staff at the job-site to coordinate and provide direction of the work.

.3 Prepare and maintain a detailed Critical Path Schedule for monitoring project progress and managing the work. Keep Owner's Project and Construction Managers and the design team fully advised of the work progress status. Update CPM on a monthly basis.

.4 Make available all cost and budget estimates, including supporting materials and records, to Owner's Project and Construction Managers and the design team. Provide monthly reports of actual costs and work progress as compared to estimated cost projections, scheduled work progress, and as a percent of project completion. Explain significant variations and provide information as requested by Owner's Project and Construction Managers or the design team.

.5 Establish an effective quality control plan for all construction and inspect the work as it is being performed to assure that materials furnished and quality of work performed are in accordance with the plan and construction documents.

.6 Work with Owner's Project and Construction Managers and the design team to establish and implement procedures for tracking, expediting and processing all shop drawings, catalogs, requests for information and other drawings.

.7 Establish effective programs for the following; job-site safety, maintaining all job-site records, and labor relations.

.8 Implement the previously established Minority and Women-Owned Business and Target Area Program. Report as requested the status and results of such Program.

.9 Prepare and distribute weekly and monthly progress and status reports.

.10 Review and process all applications for payment by sub-contractors and material suppliers in accordance with the terms of their contract. Review and resolve, with Owner's participation, all sub-contractors' and/or material suppliers' request for additional costs. CM/GC shall keep Owner informed of all subcontractor modifications. Owner shall approve all changes to the work in excess of the GMP.

.11 Schedule and conduct at least weekly job meetings to ensure orderly progress of the work. Prepare and distribute record of the meetings to meeting attendees, Owner's Project and Construction Managers and the design team.

.12 Resolve, on behalf of Owner with Owner's participation, all disputes that may arise between sub-contractors and/or suppliers as a result of construction and report resolutions to the Owner.

.13 Upon completion of construction, provide the following closeout services:

a. Coordinate and expedite the submittal of record documents.

b. Organize and index operations and maintenance manuals.

c. Assist in securing occupancy permits.

d. Provide continuing change order review and processing services.

e. Prepare a project completion report for assistance in turnover of new building to EXPO Center operating department.

- f. Prepare a final report of all construction costs. Assist Owner with audit of final cost report and supply all supporting documentation.
- g. Provide lien waivers from all sub-contractors and material suppliers.
- h. In concert with the Design team, implement the previously written Commissioning Plan.

3.5 SPECIAL REQUIREMENTS

3.5.1 The CM/GC shall publicly conduct the sub-bidding of all construction work not specifically exempted herein or by Owner costing \$75,000 or more, including General Condition items. Such sub-bidding shall comply with the following:

.1 All bids are required to be submitted to a specific location at a specific time and opened/reviewed in the presence of Owner's representative. Bids shall be publicly read at a specified time and location. Faxed bids shall be permitted provided adequate measures are taken to protect their confidentiality prior to bid opening. Upon review of bids received, the CM/GC shall make written recommendations for Owner's approval of the low qualified bidder(s). Subcontracts less than \$75,000 shall require Owner's review.

.2 If no bids are received, no additional advertisement shall be required. The CM/GC shall attempt to obtain a minimum of three bids, shall document the process and shall make a written recommendation for Owner's approval.

.3 If only one bid is received, the CM/GC shall review the bid against the GMP estimate or other appropriate tests to determine if bid is reasonable and make a written recommendation for Owner's approval. If such bid is determined to be unreasonable, CM/GC shall reject the bid and follow "no bidders" procedure, set forth in 3.5.2.

.4 Solicitations for bids shall be advertised at least ten days in advance of the bid opening. Solicitations will be advertised in the Daily Journal of Commerce and at least one other newspaper specifically targeted to reach MBE, WBE, ESB and Target Area audiences. CM/GC will be required to implement the previously developed plan as required in Paragraph 3.3.1.8.

.5 CM/GC may provide normal layout, clean up and other "pickup work" required to complete the project with its own forces without needing to employ bidding/quoting if approved by Owner.

.6 For those items for which the CM/GC or any of its subsidiaries, other affiliates or businesses in which it has a financial interest intends to bid, such intention must be publicly announced in an approved manner at least 21 days prior to bid. All bids for these items shall be sealed and delivered to the Owner and opened by Owner's representative at an announced time, date, and place.

.7 The CM/GC shall attempt to obtain a minimum of three bids for all work, the value of which is estimated at more than \$5,000 and less than \$75,000.

3.5.2 The award of sub-contracts by the CM/GC shall be subject to all of the following:

- .1 Owner concurrence in the award of sub-contracts is required
- .2 Advance approval by Owner is required for sole-source contract awards.

3.5.3 Procedures for Changes to all subcontracts within the GMP shall include the following:

- .1 Changes within the GMP to subcontracts between \$25,000 and \$75,000 shall require review and acknowledgment by Owner.
- .2 Changes within GMP to subcontracts \$75,000 and above shall require review and approval by Owner.

3.5.4 All changes outside the GMP shall require the prior written approval of the Owner.

3.5.5 At a minimum, all workers on this project shall be paid in accordance with the provisions of the Prevailing Wage Rates for Public Work Projects in the State of Oregon. See Appendix 4.

3.5.6 CM/GC shall work with Owner's Project and Construction Managers and the design team to incorporate work(s) of art from the projects 1% for Art Program into the design and construction of the building. Some art installation may be integrated into the building's construction. Costs for art and installation are not the responsibility of the

CM/GC. The Art Program budget for this project is 1% of the total construction cost.

3.5.7 A schedule of events for the EXPO Center (which is subject to change) through March of 2001 is included in Appendix 5. The purpose of this schedule is to supply the Contractor with as much event information as may be available to conduct traffic control planning, to be exercised as may be possible during the course of the project, and for the Contractor to plan the performance of work required, as types of work in particular areas during certain events would adversely impact those events. This schedule indicates the name of the event, type of event, location in the Facility, move-in and move-out dates, event dates, times as may be available, and potential attendance of events currently scheduled. During construction, it will be the responsibility of the Contractor to closely coordinate with designated Facility Staff on a daily basis to prevent or mitigate adverse impacts in relation to accessibility and the conduct of events and operations at the Facility. Modifications in the schedule will be conveyed to the Contractor directly following the implementation of the change, so that work plans may be modified as necessary or possible.

3.5.8 Parking availability will be a significant concern to the Owner during the course of this project. The Owner understands that some current onsite event parking will be reduced or eliminated for a period of time during the construction process. Contractor shall make every effort to maximize onsite parking for the public during the entire course of the project.

4.0 PROJECT ORGANIZATION

- 4.1 Owner is in the process of retaining an Architect/Engineer to lead the design of the project work and provide services through construction completion.
- 4.2 The Owner's contact for this project is the project manager to be appointed in writing by the Metro Executive Officer.

5.0 PROJECT SCHEDULE

- 5.1 The milestones for the project are set forth below. The dates are approximate, but will be followed to the extent reasonably possible. The purpose of this schedule is for proposer information only. Required dates for submittals and any other activities are provided elsewhere in this Request for Proposals. The current project schedule includes the following dates or milestones.

| | |
|-----------------------|------------------------------------|
| June 11, 1999 | Issue RFP for CM/GC |
| June 17, 1999 | Pre-Proposal Conference |
| July 8, 1999 | Proposals due to Owner |
| Week of July 12, 1999 | Interviews of selected finalists |
| Week of July 19, 1999 | CM contract selection/notification |
| August 1, 1999 | CM Contract commencement |
| September, 1999 | Establish GMP |
| September, 1999 | GC Contract executed |
| April, 2000 | Start Construction |
| March 17, 2001 | Complete construction |

6.0 PROPOSAL INSTRUCTIONS

6.1. Deadline and Submission of Proposals

Proposers shall submit 10 copies of their proposal to the Owner addressed to:

MERC
777 NE MLK, Jr. Blvd.
Portland, OR 97232
ATTN.: Mark Hunter

And clearly marked "Proposal - Construction Manager/General Contractor Services - EXPO Hall D Construction." Submittals will be returned and not considered if received after 3:00 p.m., July 8, 1999. Postmarks are not acceptable.

Proposers may withdraw their Proposal in person, or by written or telegraphic request prior to the scheduled closing time for submitting Proposals.

6.2. Basis for Proposals

This RFP represents the most definitive statement Owner will make concerning the information upon which the submittals are to be based. Owner will not consider any information that is not addressed in this RFP in evaluating the submittals. All questions relating to the RFP should be addressed to Berit Stevenson. Any questions, which in the opinion of Owner warrant a written reply or RFP amendment, will be furnished to all parties receiving this RFP. Owner will not respond to questions received after 3:00 p.m., July 2, 1999.

6.3 Selection Committee

Owner will appoint a Selection Committee to review the submittals received and conduct interviews. The Selection Committee will evaluate information provided in the written proposals and interviews and rank the candidates in order of suitability to meet Owner's needs. Criteria to be used for evaluation are listed in Section entitled Evaluation of Proposals.

6.4 Award of Contract

Owner intends to award Contracts for Pre-Construction Services and Construction Services to the Proposer who, after considering the recommendation of the Selection Committee, Owner finds best fits the needs of Owner to perform the work in accordance with the requirements set out in this RFP.

7.0 PROPOSAL CONTENTS

7.1 The submittal should contain not more than the equivalent of forty single sided pages of written material (excluding resumes, which should be included in an appendix), describing the ability of the Proposer to perform the work requested. Proposals should be concise and direct. They should be submitted on 8-1/2 x 11-inch paper, with basic text information no smaller than 12-point type. The only exception to this page-size limit is a single 11 x 17-inch sheet for the proposed project schedule and an organization chart. They should be submitted on recyclable, double-sided recycled paper (post-consumer content). No waxed page dividers or non-recyclable materials should be included in the proposal. The submittal should include the following information:

.1 Firm Description

a. For each firm participating in the proposal, provide a brief narrative description of the firm's history and capabilities. Include CM/GC experience, annual volume figures for the last five years, current firm commitments and current bonding capacity.

b. Provide a specific description of your firm's safety and drug and alcohol programs, as well as your most recent Workers Compensation Insurance experience modifier.

.2 Experience

a. Provide a listing, in chronological order and in chart form, of your firm's last completed projects of \$10 million or more (provide a

list of at least five). Information on these projects should include the following:

- (1) Name of the Owner, contact person and current phone number
- (2) The architect, contact person and current phone number
- (3) Location of the project and completion date
- (4) A brief description of the project
- (5) Amount of Contract award or negotiated GMP
- (6) Final Contract amount and total volume of change orders
- (7) Total project claims going to litigation/arbitration and their disposition

b. Provide a listing, in chronological order and in chart format, of your firm's experience with similar projects. Information about the project should follow the format and include the same information required above.

c. Provide a listing of experiences with the CM/GC GMP jobs for the public sector. The listing should follow the format described in the previous section, but should include both the GMP, and the final Cost of the Work. (If the proposer's public CM/GC GMP experience is limited, experience with pure CM, or CM/GC for the private sector may be discussed.)

3 Staffing

a. Provide a project organization chart showing your proposed staff for this job, including all professional staff involved in project management, corporate administration, engineering and estimating, construction management and onsite supervision.

b. Include resumes for all individuals listed in the chart. Clearly identify field staff versus off-site staff and indicate the approximate percentage each individual will be working on the project during the Pre-construction phase and the Construction phase. The resumes must include each individual's education, work history, length of tenure with the firm and their relevant past experience with similar projects and any experience working with the public sector CM/GC projects.

c. For those individuals that are not full time, describe how and when they will work on the project, as well as which other project responsibilities fill their time. Additionally, describe the prior experience, if any, of the team members working with each other on

projects (please be specific) and what roles they will fill on the proposed team for this project.

.3 Project Approach and Management of the Work

In detail, describe your firms' overall plan to complete the project. At a minimum, include the following:

- a. Discuss your plan for providing services in the pre-construction, construction and commissioning phases of the project. Include information on management of project costs, schedule, and work quality and safety.
- b. Explain your preliminary approach/ideas on the project phasing. Address the viability of the current scheduled construction completion dates and suggest potential means to accelerate the work to meet or reach completion ahead of the scheduled dates. Provide a preliminary schedule showing your project phasing plan.
- c. Explain how you will approach the cost estimating and value engineering work.
- d. Explain how you intend to establish and maintain good relations and foster open and productive communications with Owner, their Project and Construction Managers, the design team, EXPO staff and sub-contractors
- e. Identify key issues and constraints you foresee in the project. Propose means of resolution of such.
- f. Describe what your experience has been and what your expectations are for labor and materials availability for this project.

.4 Fee Proposal

- a. Submit a fee proposal for the CM/GC services in two parts.
 - i. *Pre-Construction Services*: Provide a not-to-exceed price and a breakdown of hourly rates for personnel involved in the Pre-construction phase of the project. Include an estimate of expenses. This information shall become the basis for the Agreement for Pre-construction Services.
 - ii. *Construction Services*: Identify the fee for construction services in two parts:

Fixed Fee - State the Fixed Fee, as a percentage of the total construction cost, for which your firm would contract to perform the required construction services. Identify what costs you would propose are included in the Fixed Fee. Note if proposed cost items are different than what is stated in the sample contract, which is attached as Appendix 3. Identify all proposed project staff that would be included as a part of the Fixed Fee.

Reimbursables - Based on the staffing shown on the project organization chart and the individuals identified above, provide a detailed estimate (including a breakdown of the monthly salary of each) of the staffing costs which are not in the Fixed Fee, but will be included within the GMP as a Reimbursable cost of the work for performing construction services. Identify and estimate the cost expenses, other than sub-contract labor and materials cost, which will be included in the Reimbursable costs. A cost range may be used, describing the parameters, which would effect the high and low ends of the range. Note if proposed cost items are different from the sample contract, which is attached as Appendix 3.

c. Describe your proposed method of documenting the line item components of the GMP and the method of determining whether project changes are inside or outside the scope of the GMP.

.5 Project Cost, Schedule and Quality Controls

Describe your proposed methods of managing project costs, schedule and quality controls. Describe your companies accounting system, layout of monthly cost reports, method and forms proposed for monthly invoices, tracking systems and procedures for reporting and controlling costs. Describe your company's scheduling program, monthly updates, three-week look ahead schedules and tracking of changes to the critical path. Also provide a detailed description of your company's quality control program and the testing laboratories you have worked with and your recommended procedures and laboratory for this project.

.6 MBE/WBE/ESB Utilization

Discuss your experience with promoting participation on the part of minority, women-owned and emerging small business enterprises as contractors, subcontractors and suppliers. Explain your approach to

obtain maximum participation on this project. Describe how you would propose to maximize the participation of the minority workforce on this project particularly those from the north and inner northeast neighborhoods.

8.0 GENERAL PROPOSAL AND CONTRACT CONDITIONS

8.1 Limitation and Award

This RFP does not commit Owner to the award of a contract, nor to pay any costs incurred in the preparation and submission of Proposals in anticipation of a contract. Owner reserves the right to reject or accept any or all Proposals received as the result of this request, to negotiate with all qualified sources, or to cancel all or part of this RFP.

8.2 Contract Types

Owner intends to award both a Pre-Construction Services Contract and a Construction Services Contract with the selected firm. Copies of the sample contracts are attached as Appendix 2 and 3. Any concerns or recommendations for changes should be included in the Proposal submittal, including an explanation why it is in the best interests of Owner to accept recommended changes. Requests for changes in contract language submitted after selection of the successful Proposer may be treated as a withdrawal of the Proposal. In the event Owner and the successful Proposer do not agree on the terms of a contract, Owner may, at its option, begin negotiations with the Proposer ranked next highest by the Selection Committee.

8.3 Validity Period and Authority

The Proposal shall be considered valid for a period of 60 days and shall contain a statement to that effect. The submittal shall contain the name, title, address and telephone number of an individual or individuals with authority to bind the proposing firm during the period in which Owner is evaluating the submittals.

8.4 Conflict of Interest

A Proposer submitting a Proposal thereby certifies that no officer, agent, or employee of Metro or MERC has a pecuniary interest in the submittal; that the submittal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

8.5 Appeals

Appeals of the award of the Contracts should be addressed to the Metro Contracts Administrator, Risk and Contracts Division, 600 NE Grand Avenue, Portland, Oregon 97232. Appeals shall be submitted in writing within five working days of the postmarked Notice of Award or disqualification. Appeals must describe the specific citation of law, rule, regulation, or practice upon which protest is based. The judgment used in the evaluation by individual members of the Selection Committee is not grounds for appeal.

8.6 Performance and Payment Bonds

Performance and Payment Bonds will be required from the successful Proposer. A Company currently licensed to do business in the State of Oregon, on a form acceptable to Owner and drawn in favor of Owner in an amount not less than the GMP shall issue such bonds.

8.7 Liquidated Damages

Liquidated damages of \$1,000 per day will be assessed for each and every calendar day that substantial completion of the building exceeds March 17, 2001. Liquidated damages are not a penalty; they are a reasonable approximation of the actual damages that would be sustained by Owner by failure of the CM/GC to achieve substantial completion by March 17, 2001. By signing the Construction Services Agreement, the CM/GC acknowledges and accepts, in full, this liquidated damages provision.

9.0 EVALUATION OF PROPOSALS

9.1 Evaluation Procedure

Only submittals that conform to the requirements of this RFP will be evaluated. The evaluation will be based on the criteria identified in the following section and performed by a Selection Committee appointed by Owner. After review of the written submittals, the Selection Committee will rank the Proposers. The three highest ranking Proposers will be interviewed. Upon completion of the interviews, the Selection Committee will rank the three candidates based both on their written proposal and their interview. The Selection Committee may request clarifying information of any Proposer during the evaluation process. Any requested clarifying information shall be provided in a timely manner.

9.2 Evaluation Criteria

The Selection Committee will evaluate information provided in the written Proposals and the interviews to rank the candidates in order of suitability to meet Owner's needs. Criteria to be used for evaluation are as follows, listed in order of importance with the most important criteria listed first.

| | | |
|----|--|-----------------|
| A. | Project Approach and Management Plan | 30 points |
| B. | CM/GC Project Team | 30 points |
| C. | Firm Experience and Record of Safety | 15 points |
| D. | Fee Proposal | 15 points |
| E. | Project Cost, Schedule and Quality Controls | 5 points |
| F. | Past Utilization of MBE/WBE/ESB Subcontractors | <u>5 points</u> |
| | Total | 100 points |

9.3 Evaluation Scoring Process

Each Selection Committee member will rate each proposal by categorization and percentile scoring for each criterion for short listing purposes.

Interview scores will be based on point distribution scoring by each of the same selection committee members for each criterion with the maximum number of points to be the same as in the short listing process, but distributed by each committee member to each of the proposer's interviewed with the overall total not to exceed the maximum. RFP response short listing scores will not be taken into consideration in this process. The highest cumulative scoring proposer will be selected.

The Selection Committee members have not yet been selected. The member's names will be made available to proposers prior to interviews taking place. Contact with committee members regarding this RFP will be strictly prohibited once the members have been identified.

METRO
STANDARD GENERAL CONDITIONS
FOR
CONSTRUCTION MANAGER/GENERAL CONTRACTOR
AGREEMENTS

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STANDARD GENERAL CONDITIONS FOR
CONSTRUCTION MANAGER/GENERAL CONTRACTOR AGREEMENTS

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**METRO
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SECTION A

DEFINITION OF TERMS

A.1 DEFINITION OF TERMS

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

ALLOWNACES means those items the Owner, Architect and CM/GC agree that will in all probability be integral to the Project. These items will most likely include undesigned, under designed elements and/or unknown site conditions.

ARCHITECT/ENGINEER means the person, firm, or corporation, so identified, appointed by the Owner to make drawings and specifications and to provide contract administration of the Work contemplated by the Contract.

BID means a competitive offer, which is binding on the offerer, in which price, delivery (or project completion), and conformance to specification and the requirements of the Invitation to Bid shall be the predominant award criteria.

BIDDER means an individual, firm, or corporation who submits a Bid in response to a public contracting agency's Invitation to Bid or the Construction Manager/General Contractor Invitation to Bid.

CLAIM means a resubmitted change request which has been previously denied by the Owner's Authorized Representative.

CONSTRUCTION MANAGER/GENERAL CONTRACTOR, means the individual, firm, or corporation awarded the Contract for the Work contemplated. The Construction Manager/General Contractor will be referred to as **CONTRACTOR** throughout the Standard General Conditions.

CONTRACT means the written agreement between the Owner and the Construction Manager/General Contractor describing the Work to be done and the obligations between the parties.

CONTRACT DOCUMENTS means the Advertisement Document, Invitation to Bid including any bid addenda, Instructions to Bidders, General Conditions, Special Conditions, if any, accepted Bid, the Contract and Amendments thereto, if any, Performance Bond, Plans, Specifications, approved shop drawings, and approved change orders.

CONTRACTOR'S FEE shall mean the sum payable to the Construction Manager/General Contractor by the Owner for the performance of the Contract determined as a percentage of the total cost of the Work (which is fixed at the establishment of the GMP), as stated in the Agreement. The Contractor's Fee shall be included in the Guaranteed Maximum Price (GMP).

CONTRACT PERIOD, as set forth in these Contract Documents, shall begin with the issuance of the Notice to Proceed and conclude upon Final Completion.

CONTRACTOR SELECTION PROCESS means the process used to select the Construction Manager/General Contractor for the Work. Includes the issuance of a Request for Proposal (RFP), the review of the RFP's received from contractors, the selection of the contractors to be interviewed, the interviewing of the contractors and the selection of the contractor to be the Construction Manager/General Contractor for the Work.

COSTS OF THE WORK and COSTS TO BE REIMBURSED shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Work except with the prior consent of the Owner or as otherwise required by any other provisions of the Standard General Conditions. Costs are further defined as follows:

1. Labor Costs shall mean the wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's agreement, at off-site workshops; wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site with the Owner's agreement; wages and salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or on the road, 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; costs paid or incurred by the Contractor for taxes, insurance, contributions, assessments and benefits required by laws or collective bargaining agreements. For personnel not covered by such agreements, payment for customary benefits such as sick leave, medical and health benefits, holidays, vacations, pensions and customary annual bonuses will be paid at an agreed upon percent of employee direct salary.
2. Subcontract Costs shall mean payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts.
3. Materials and Equipment Costs, shall mean the materials and equipment incorporated or to be incorporated in the completed construction, including transportation costs, and materials in excess of those actually installed, but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the

completion of the Work, or at the Owner's option shall be sold by the Contractor. Amounts realized, if any, from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

4. Other Materials and Equipment Costs, shall mean any other materials and equipment including transportation costs, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Contractor at the site and fully consumed in the performance of the Work, and costs less salvage value on such items if not fully consumed, whether sold to others or retained by the Contractor; cost for items previously used by the Contractor; cost for items previously used by the Contractor shall mean fair market value; rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Contractor at the site, whether rented by the Contractor or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof; rates and quantities of equipment rented shall be subject to the Owner's prior approval .

5. Miscellaneous Costs shall mean all other costs including the portion of premiums and bonds directly attributable to the Work; sales, use or similar taxes imposed by a government authority which are related to the Work and for which the Contractor is liable; 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; fees of testing laboratories for tests required by the Contract Documents, except those specifically stated to be paid for by the Owner and those related to defective or nonconforming work for which reimbursement is excluded; the cost of defending suits or claims for infringement of patent rights arising from such requirements by the Contract Documents; payments made in accordance with legal judgements against the Contractor resulting from such suits or claims and payments of settlements made with the Owner's consent, provided however, that such costs of legal defenses, judgements and settlements shall not be included in the calculation of the Contractor's Fee of a Guaranteed Maximum Price, and provided that such royalties, fees, and costs are not excluded by other provisions of the Contract Documents; and deposits lost for other than the Contractor's fault or negligence.

6. Costs Not To Be Reimbursed shall include salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office other than the site office, except as specifically provided in Labor Costs; expenses of the Contractor's principal office; overhead and general expenses except as may be permitted elsewhere in these General Conditions; rental costs of machinery and equipment except as may be

permitted elsewhere in these General Conditions; any costs due to the fault or negligence of the Contractor, subcontractors, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including but not limited to costs for the correction of damaged, defective or nonconforming work, disposal and replacement of materials and equipment incorrectly ordered or supplies, and making good damage to property not forming part of the Work .

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

FINAL COMPLETION means the final completion of all requirements under the Contract, including Contract Closeout (Section K) and that the final payment may be made and all retainage, if any, released.

FORCE MAJEURE means an inevitable act, event, happening, or occurrence of the kind described in section F.7.1.

GUARANTEED MAXIMUM PRICE (GMP) shall mean the total construction cost, plus Contractor's Fee, plus allowances (if any), plus any Owner's contingency. The GMP shall be prepared by the Contractor in consultation with the Owner and Architect and shall incorporate such value engineering modifications to the drawings and specifications to which the Owner, architect and Contractor mutually agree. The establishment of the GMP shall be accomplished by separate contract. In the event that the actual and final cost of the Work plus the Contractor's Fee is less than the final GMP, as adjusted by Change Order, the difference will accrue to the Owner.

Following preparation of the GMP, the Contractor shall provide to the Owner and Architect a complete copy of the GMP estimate, including all details which comprise the cost of the Work and the Contractor's Fee.

MINORITY OR WOMEN BUSINESS ENTERPRISE, as defined in ORS 200.005, means a small business concern which is at least 51 percent owned by one or more minorities or women, or in the case of a corporation, at least 51 percent of the stock of which is owned by one or more minorities or women, and whose management and daily business operations are controlled by one or more such individuals. For projects of Metro, a minority or women's business enterprise must be registered and certified by the Office of Minority, Women and Emerging Small Business.

MINORITY INDIVIDUAL, as defined in ORS 200.005, means a person who is a citizen or lawful permanent resident of the United States who is:

- a) Black who is a person having origins in any of the black racial groups of Africa;
- b) Hispanic who is a person of Mexican , Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;

- c) Asian American who is a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands;
- d) Portuguese who is a person of Portuguese, Brazilian or other Portuguese culture of origin, regardless of race;
- e) American Indian or Alaskan Native who is a person having origins in any of the original peoples of North America; or
- f) Member of another group, or another individual who is socially and economically disadvantaged as determined by the Advocate for Minority, Women and Emerging Small Businesses.

NOTICE TO PROCEED means the official written notice from the Owner indicating that all initial contract requirements, including the Contract, performance bond, and certificates of insurance, have been fully executed and submitted in a suitable form and that the Contractor may proceed with the Work defined in the Contract Documents.

OVERHEAD, means those items which may be included in the Contractor's markup (general and administrative expense, overhead and profit) and shall not be charged as direct cost of the Work; personnel above the level of superintendents (i.e., project managers, purchasing agents, etc.); expenses of the Contractor's offices including personnel; and overhead and general administrative expenses.

OWNER means Metro/MERC.

OWNER'S AUTHORIZED REPRESENTATIVE means those individuals identified in writing by the Owner to act on behalf of the Owner for the Work.

Owner's Contingency means a budget line item within the GMP that is controlled by the Owner.

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

PROJECT means the specific Work to be performed as described in the Contract Documents.

PUNCH LIST means the list of work yet to be completed or deficiencies which need to be corrected in order to achieve final completion of the contract.

PURCHASING AGENT means agent of the issuing agency as identified in the Contract Documents.

SOLICITATION DOCUMENTS means the Request for Proposal (RFP).

SPECIFICATIONS means this publication and all publications to which are referred in this publication. Also supplemental specifications, special provisions, and documents referred to and/ or bound with the Contract Documents; together with all signed, written agreements pertaining to the method and manner of doing the Work, or to the quantities or qualities of materials to be furnished under the Contract.

SUBCONTRACTOR means the individual, firm, or corporation having a direct contract with the Contractor, or another subcontractor, to perform a portion of one or more items of the Work.

SUBSTANTIAL COMPLETION means the date when the Owner accepts in writing the construction, alteration or repair of the improvement to real property or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purpose. (Refer also to Section K.4.)

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

WOMAN, as defined in ORS 200.005, means a person of the female sex who is a citizen or lawful permanent resident of the United States.

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

A.2 SCOPE OF WORK

The Work contemplated under this Contract includes all labor, materials, transportation, equipment and services for, and incidental to, the completion of all construction work in connection with the Project described in the Contract Documents. The Contractor shall perform other work necessary to render the Project complete and usable.

A.3 CONTRACT DOCUMENTS

The Contract Documents consist of the Request for Proposal, General Conditions, Special Conditions, if any, Guaranteed Maximum Price (GMP) the Contract and Amendments thereto, if any, Performance Bond, Plans, Specifications, approved shop drawings, and approved change orders.

A.4 INTERPRETATION OF DOCUMENTS

A.4.1 The Contract Documents are intended to be complementary. Whatever is called for or in one, is interpreted to be called for in all. However, in the event of conflicts or discrepancies among the Contract Documents, interpretations shall be based on the following priorities:

1. The Contract, and Amendments to same, with those of later date having precedence over those of an earlier date;
2. The Special Conditions;
3. The General Conditions of the Contract;
4. Specifications and Plans and notes on Plans.
5. RFP document and any addenda thereto;
6. Performance and Payment Bonds.

A.4.2 In the case of an inconsistency between Plans and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Owner's Authorized Representative's interpretation in writing.

A.4.3 If the Contractor finds discrepancies in, or omissions from the Contract Documents, or if the Contractor is in doubt as to their meaning, the Contractor shall at once notify the Owner's Authorized Representative. Contractor shall not proceed without direction in writing from the Owner's Authorized Representative.

A.4.4 Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference is specific or by implication shall mean the latest standard specification, manual, code or laws or regulations in effect in the jurisdiction where the project is occurring on the first published date of the Solicitation Document, except as may be otherwise specifically stated.

A.5 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

It is understood that the Contractor, when responding to the Solicitation Documents, has made a careful examination of the Contract Documents; has become fully informed as to the quality and quantity of materials and the character of the Work required; and has made a careful examination of the location and conditions of the Work and the sources of supply for materials. The Owner shall in no case be responsible for any loss or for any unanticipated costs that may be suffered by the Contractor as a result of the Contractor's failure to acquire full information in advance in regard to all conditions pertaining to the Work. No oral agreement or conversation with any officer, agent, or personnel of the Owner, or with the Architect/ Engineer either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

A.6 INDEPENDENT CONTRACTOR STATUS

The service or services to be rendered under this Contract are those of an independent contractor. Contractor is not an officer, employee or agent of the Owner as those terms are used in ORS.30.265.

SECTION B

ADMINISTRATION OF THE CONTRACT

B.1 CONTRACTOR'S MITIGATION OF IMPACTS

- B.1.1** The Contractor is responsible for mitigating any impacts to the Project, including authorized changes, which may affect cost, schedule or quality.
- B.1.2** The Contractor is responsible for the actions of all its personnel, laborers, suppliers, and subcontractors to the Project.

B.2 MATERIALS AND WORKMANSHIP

- B.2.1** The intent of the Contract Documents is to provide for the construction and completion in every detail of the Work described. All Work shall be performed in a professional manner and unless the means or methods of performing a task are specified elsewhere in the Contract Documents, Contractor shall employ methods that are generally accepted and used by the industry, in accordance with industry standards.
- B.2.2** The Contractor is responsible for performing the Work as required by the Contract Documents. Defective work shall be corrected at the Contractor's expense.
- B.2.3** Work done and materials furnished shall be subject to inspection and/or observation and testing by the Owner's Authorized Representative to determine if they conform to the Contract Documents. Inspection of the Work by the Owner's Authorized Representative does not relieve the Contractor of responsibility for the Work in accordance with the Contract Documents.
- B.2.4** Contractor shall furnish adequate facilities, as required, for the Owner's Authorized Representative to have safe access to the Work. (Walkways, railings, ladders, tunnels, platforms, etc.) Producers, suppliers, and fabricators shall also provide proper facilities and access to their facilities.
- B.2.5** The Contractor shall furnish samples of materials for testing by the Owner's Authorized Representative and include the cost of the samples in the Contract Price.

B.3 PERMITS

Contractor shall obtain and pay for all necessary permits and licenses, except for those specifically excluded in the Special Conditions, for the construction of the work, for temporary obstructions, enclosures, opening of streets for pipes, walls utilities, environmental, etc., as required for the Project. Contractor shall be responsible for all violations of the law, in connection with the construction or caused by obstructing streets, sidewalks or otherwise. Contractor shall give all requisite notices to

public authorities. The Contractor shall pay all royalties and license fees. The contractor shall defend all suits or claims for infringement of any patent rights and save harmless and blameless from loss, on account thereof, Metro, and its departments, Councilors, members and employees.

B.4 COMPLIANCE WITH GOVERNMENT REGULATIONS

B.4.1 Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the Work. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Damages or costs resulting from noncompliance shall be the responsibility of Contractor

B.4.2 Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and

- (a) Contractor shall not discriminate against minority, women or emerging small business enterprises in the awarding of subcontracts.
- (b) Contractor shall maintain, in current and valid form, all licenses and certificates required by law, regulation, or this Contract when performing the Work.
- (c) Failure to comply with any or all of the requirements of B.4.1 through B.4.3 shall be a breach of Contract and constitute grounds for Contract termination. Damages or costs resulting from such noncompliance shall be the responsibility of Contractor.

B.4.3 Unless contrary to federal law, Contractor shall certify that it shall not accept a bid or proposal from subcontractors to perform work as described in ORS 701.005 under this Contract unless such subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time they submit their bids or proposals to the Contractor.

B.4.4 Unless contrary to federal law, Contractor shall certify that each landscape contractor, as defined in ORS 671.520(2), performing work under this Contract holds a valid landscape contractor's license issued pursuant to ORS.671.560.

B.4.5 Utility Notification Requirement for Excavation Work. **ATTENTION:** Oregon Law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of ther rules by calling the center at (503) 232-1987.

B.5 SUPERINTENDENCE

Contractor shall keep on the site, during the progress of the Work, a competent superintendent, project engineer and any other necessary assistants who shall be satisfactory to the Owner and who shall represent the Contractor on the site.

Directions given to the superintendent by the Owner's Authorized Representative shall be confirmed in writing to the Contractor.

B.6 INSPECTION

- B.6.1** Owner's Authorized Representative shall have access to the Work at all times.
- B.6.2** Inspection of the Work shall be made by the Owner's Authorized Representative at its discretion. Any work found to be not in conformance with the Contract Documents, in the sole discretion of the Owner's Authorized Representative, shall be removed and replaced at the Contractor's expense.
- B.6.3** As required by the Contract Documents, work done or material used without inspection or testing by the Owner's Authorized Representative may be ordered removed at the Contractor's expense.
- B.6.4** If directed to do so any time before the Work is accepted, the Contractor shall uncover portions of the completed Work for inspection. After inspection, the Contractor shall restore such portions of work to the standard required by the Contract. If the Work uncovered is unacceptable or was done without sufficient notice to the Owner's Authorized Representative, the uncovering and restoration shall be done at the Contractor's expense. If the Work uncovered is acceptable and was done with sufficient notice to the Owner's Authorized representative, the uncovering and restoration shall be paid for as a change order .

B.7 SEVERABILITY

If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

B.8 ACCESS TO RECORDS

- B.8.1** Contractor shall keep, at all times on the Work site, a copy of the complete Contract Documents and current as-builts, and shall at all times give the Owner's Authorized Representative access thereto.
- B.8.2** The Owner and its duly authorized representatives shall have access, for a period not less than three (3) years, to books, documents, papers and records of Contractor which are pertinent to the Contract including records pertaining to overhead and indirect cost pools, for the purpose of making audit, examination, excerpts and transcripts. If for any reason, any part of the Contract is involved in litigation, Contractor shall retain all pertinent records until all litigation is resolved. The Owner

and/or its agents shall continue to be provided full access to the records during litigation.

B.9 WAIVER

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

B.10 ASSIGNMENT/ SUBCONTRACT

Contractor shall not assign, sell, or transfer rights, or delegate responsibilities under this Contract, in whole or in part, without the prior consent of the Owner. No such written approval shall relieve Contractor of any obligations of this Contract, and any transferee shall be considered the agent of the Contractor and bound to perform in accordance with the Contract Documents. Contractor shall remain liable as between the original parties to the Contract as if no assignment had occurred .

B.11 SUCCESSORS IN INTEREST

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

B.12 OWNER'S RIGHT TO DO WORK

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

B.13 OTHER CONTRACTS

In all cases and at any time, the Owner has the right to execute other contracts related to or unrelated to the Work of this Contract. The Contractor of this Contract shall fully cooperate with any and all other contractors without additional cost to the Owner in the manner described in B.

SECTION C

WAGES AND LABOR

C.1 MINIMUM WAGE RATES ON PUBLIC WORKS

When the Contract price exceeds \$25,000, the Contractor shall comply fully with the provisions of the prevailing wage rates as established by the Bureau of Labor and Industries. (ORS 351.070(2)(a) and OAR 580-50-032(6)) Documents establishing those conditions, as determined by the Commissioner of the Bureau of Labor and Industries (BOLI), are included in these Contract Documents.

C.2 PAYROLL CERTIFICATION REQUIREMENT

C.2.1 In accordance with ORS 279.354, the Contractor and every Subcontractor shall submit written certified statements with the Owner's Authorized Representative, on the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed on the Project and further certifying that no worker employed on the Project has been paid less than the prevailing wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of the Contractor or the Subcontractor that the Contractor or Subcontractor has read such statement and certificate and knows the contents thereof and that the same is true to the best of the Contractor or Subcontractor's knowledge. The certified statements shall set out accurately and completely the payroll records for the prior week including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. Certified statements shall be submitted as follows:

C.2.2 For projects of less than 90 days, the weekly certified statements of payroll shall be submitted:

- (a) Once before the first payment is made to the Contractor by the public agency; and
- (b) Once before the final payment (covering the last full week of work on the project) is made to the Contractor by the public agency.

C.2.3 For projects exceeding 90 days, the weekly certified statements of payroll shall be submitted:

- (a) Once before the first payment is made to the Contractor by the public agency;
- (b) At 90 day intervals thereafter; and
- (c) Once before the final payment (covering the last full week of work on the project) is made to the Contractor by the Owner.

C.2.4 Payroll and Certified Wage Statement forms are available at any BOLI office. The forms must be submitted to the public agency at the times indicated in C.2.2 and C.2.3. Payroll and certified statement records must be kept by the Contractor for three (3) years from the date of Final Completion of the Contract .

C.2.5 Pursuant to ORS 279.375 and in accordance with administrative rules promulgated by the Commissioner of the Bureau of Labor and Industries, the Contractor must pay a fee to the Bureau of Labor and Industries equaling 1/10 of 1% of the Contract price, however, the fee shall not be less than \$100 nor more than \$5,000, regardless of Contract price. The fee shall be paid on or before the first progress payment or 60 days from the date work first began on the Contract, whichever comes first. The fee is payable to the Bureau of Labor and Industries and shall be mailed or otherwise delivered to the Bureau of Labor and Industries at the following address:

Bureau of Labor and Industries
Wage and Hour Division
Prevailing Wage Unit
800 N.E. Oregon Street, #32
Portland, OR 97323

C.3 PROMPT PAYMENT AND LIABILITY FOR CLAIMS

C.3.1 The Contractor shall:

C.3.1 Make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in this Contract. Further, Contractor shall include the following provisions in each subcontract for property, materials, or services:

- (a) a payment clause that obligates the Contractor to pay the subcontractor or material supplier for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to Contractor by Owner;
- (b) a clause requiring the Contractor to pay the subcontractor an interest penalty on amounts due and unpaid under C.3.1.2(a) at the rate of one and one-half percent per month from the day after the required payment date until the day of actual payment and;
- (c) a clause which requires each of Contractor's subcontractors to include, in each of their contracts with lower-tier subcontractors or suppliers, provisions to the effect that the subcontractor shall pay its lower-tier subcontractors and suppliers in accordance with the provisions of subsections (a) and (b), above and requiring each of their subcontractors and suppliers to include such clauses in their subcontracts and supply contracts.

C.3.1.2 Pay all contributions or amounts due the State Industrial Accident Fund and the State Unemployment Compensation Trust Fund from such Contractor or subcontractor incurred in the performance of the Contract .

C.3.1.3 Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished.

C.3.1.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

C.3.2 If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with the Project as such claim becomes due, the proper officer(s) representing the Owner may pay the claim and charge the amount of the payment against funds due or to become due Contractor under this Contract. Payment of claims in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

C.3.3 All employers working under this Contract are subject employers which must comply with ORS 656.017 relating to providing Workers' Compensation coverage.

C.4 **PAYMENT FOR MEDICAL CARE**

Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor all sums of which the Contractor agrees to pay for such services and all moneys and sums which the Contractor has collected or deducted from the wages of personnel pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

C.5 **HOURS OF LABOR**

No person shall be employed to perform work under this Contract for more than ten hours in any one day or forty hours in any one week, except in cases of necessity, emergency or where public policy absolutely requires it, in which event, the person or persons so employed for excessive hours shall receive at least time and a half pay as required by ORS 279.334.

SECTION D

CHANGES IN THE WORK

D.1 CHANGES IN WORK

D.1.1 The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of the Owner's Authorized Representative.

D.1.2 It is mutually agreed that changes in plans, quantities, or details of construction are inherent to the nature of construction and may be necessary or desirable during the course of construction. The Owner's Authorized Representative may at any time, without notice to the sureties; either increase or decrease the amount of work to be performed under the Contract. Without impairing the Contract, the Owner reserves the right to require changes determined necessary or desirable to complete the proposed construction within the general scope of the Contract. These changes may include, but are not limited to:

- (a) Specifications and design.
- (b) Increases or decreases in quantities.
- (c) Additional work.
- (d) Elimination of any Contract item.
- (e) Duration of project.
- (f) Acceleration or delay in performance of work.

D.1.3 The Owner and Contractor agree that changes shall be administered and negotiated according to the following:

Any Contract Amendment including change orders, extra work, field orders, or other changes in the Contract Documents which modifies the original Contract, may be made with the Contractor without competitive bidding subject to the following conditions: The original Contract was let by competitive procurement, unit prices or solicitation alternates were provided that established the cost for additional work, and a binding obligation exists on the parties covering the terms and conditions of the additional work. Where unit prices or solicitation alternates do not establish the cost for additional work, the limits of OAR 125-310 150 shall apply.

D.1.4 In the event there are any changes or extra work of a class not covered by the prices included in the Contract Documents, the basis of payments shall be agreed upon in writing between the Parties to the Contract before the Work is done. If basis for payment cannot be agreed upon prior to the beginning of the Work, and if so directed by the Owner's Authorized Representative, then work shall be performed on the basis of furnishing direct labor, equipment, and material costs on all work performed. In either case, in addition to direct costs, up to the following amounts may be added to

the Subcontractors direct costs to cover overhead expenses for work performed with their own forces:

| | |
|-----------|-----|
| Labor | 20% |
| Equipment | 15% |
| Materials | 15% |

When work is performed by an authorized Subcontractor or supplier to the Subcontractor performing the work, the Subcontractor shall be allowed a supplemental mark up on each piece of subcontract work covered by the change order up to the following:

| | |
|---------------------|-----|
| \$0.00 - \$2,000.00 | 10% |
| Over \$2,000.00 | 5% |

CM/GC Contractor's fee mark-up (including off-site overhead, indirect costs and profit) on change work will not be allowed until the cumulative value of all changes exceeds ten (10) percent of the original construction cost. If the cumulative value of all changes exceeds ten (10) percent of the original construction cost, the allowable mark-ups for changes thereafter shall be negotiated, but in no case shall exceed the percentage used to establish the Contractor's fixed fee.

These payments made to the Contractor shall be complete compensation for overhead, profit, and all other costs that were incurred by the Contractor or by other forces furnished by the Contractor, including subcontractors. These payments apply to all change order work. No other reimbursement, compensation, or payment shall be made.

D.1.5 If any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the Work under this Contract, the Contractor must submit a written statement setting forth the nature and specific extent of the claim in a form acceptable to Owner's Representative as soon as possible, but no later than 21 days after receipt of any written notice of modification of the Contract. (Refer also to Section H.1.4 for notification.) The statement shall include a complete detailed breakdown of direct costs of both credits and additions directly attributable to any change in the Work proposed, itemizing materials and labor and affect on the Contract Time, if any, and overhead and profit. Subcontract work (including subcontractors cost breakdown), materials, equipment and all associated costs shall be included in the breakdown provided. Contractor and Subcontractor overhead and profit mark-ups for all changes shall be in accordance with Contractor or Subcontractor's standard rates, but in no case shall exceed the mark-ups as stated in D.1.4. Following submissions of the cost breakdown, Contractor shall meet with the Owner's Representative to discuss all aspects of scope, costs, scheduling and construction methods.

- D.1.6** No claim by the Contractor for additional costs shall be allowed if made after receipt of final payment application under this Contract.
- D.1.7** All change order work shall be executed under the conditions of the Contract Documents except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.
- D.1.8** Deductive changes are those which reduce the scope of the Work. All deductive changes shall be negotiated using the percentages for labor, equipment, material and subcontractor markups in D.1.4.
- D.1.9** It is understood that changes in the Work are inherent to construction of this type. The number of changes, the scope of those changes, and the impact they have on the progress of the original Work cannot be defined at this time. The Contractor is notified that numerous changes are anticipated and that there shall be no compensation made to Contractor directly related to number of changes. Each change shall be evaluated for extension of Contract time and increase or decrease in compensation based on its own merit.

D.2 DELAYS

- D.2.1** If the Contractor is delayed by any actions of the Owner, Owner's Authorized Representative, or any other employee or agent of the Owner, or by separate contractor employed by the Owner, or by Force Majeure, the Contractor shall submit a written notification of the delay to the Owner's Authorized Representative within one working days of the delay. This notice shall state the cause of the potential delay, the project components impacted by the delay, and the anticipated time extension necessary to compensate for the delay. Within seven days after the cause of the delay has been mitigated, or in no case more than 21 days after the initial notice, the Contractor shall submit to the Owner's Authorized Representative, a complete and detailed request for additional time resulting from the delay. The request shall be reviewed as described in Section D.3 Claims Review Process.
- D.2.2** Avoidable delays include delays which could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors, including, but not limited to, the following:
- (a) Delays which may in themselves be unavoidable but which affect only a portion of the Work and do not necessarily prevent or delay the prosecution of other parts of the Work nor the completion of the whole Work within the contract time.
 - (b) Delays which do not impact activities on the accepted critical path schedule.
 - (c) Time associated with the reasonable interference of other contractors employed by the Owner which do not necessarily prevent the completion of the whole Work within the contract time.

- D.2.3** Unavoidable delays include those which result from causes beyond the control of the Contractor and which could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors. Delays caused by Force Majeure, which occur despite the Contractor's reasonable efforts to avoid them, shall be considered as unavoidable.
- D.2.4** The Owner may grant a time extension for avoidable delay if the Owner deems it is in its best interest. Time extensions for avoidable or unavoidable delays shall not be compensable. Only delays within the reasonable control of the Owner shall be compensable.
- D.2.5** Claims by the Contractor based on adverse weather conditions must be substantiated by documentation that weather conditions were abnormal for the specific time period claimed, could not have been anticipated by the Contractor and adversely impacted the Project. A rain, windstorm, high water, or other natural phenomenon for the specific locality of the work, which might reasonably have been anticipated from the previous ten (10) years historical records of the general locality of the work, shall not be construed as abnormal. It is hereby agreed that rainfall greater than the following cannot be reasonably anticipated:
- (a) Daily rainfall equal to, or greater than 0.50 inch during a month when the monthly rainfall exceeds the normal monthly average by twenty-five percent (25%) or more.
 - (b) Daily rainfall equal to, or greater than, 0.75 inch at any time.

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

- D.2.6** If the Contractor discovers site conditions which differ materially from what was represented in the Contract Documents or from conditions that would normally be expected to exist and be inherent to the construction activities defined in the Contract Documents, the Contractor shall notify the Owner's Authorized Representative immediately and before the area has been disturbed. The Owner's Authorized Representative shall investigate the area and make a determination as to whether or not the conditions differ materially from either the conditions stated in the Contract Documents or those which could reasonably be expected in execution of this particular Contract. If it is determined that some differing site conditions exist, any compensation or credit shall be determined based on Section D.1, Changes. If the Contractor does not concur with the decision of the Owner's Authorized Representative and/or believes that it is entitled to additional compensation, the Contractor may proceed to file a claim.

D.3 CLAIMS REVIEW PROCESS

- D.3.1** All Contractor claims shall be referred to the Owner's Authorized Representative for review. All claims shall be made in writing to the Owner's Authorized Representative not more than ten days from the date of the occurrence of the event which gives rise to the claim or not more than ten days from the date that the Contractor knew or should have known of the problem. Unless the claim is made in accordance with these time requirements it shall be waived.
- D.3.2** All claims shall be submitted in writing and shall include a detailed, factual statement of the basis of the claim, pertinent dates. Contract provisions which support or allow the claim, reference to or copies of any documents which support the claim, the exact dollar value of the claim, and specific time extension requested for the claim. If the claim involves work to be completed by subcontractors, the Contractor shall analyze and evaluate the merits of the subcontractor claim prior to forwarding it and that analysis and evaluation to the Owner's Authorized Representative. The Owner's Authorized Representative and the Owner shall not consider direct claims from subcontractors, suppliers, manufacturers, or others not a party to this Contract .
- D.3.3** The Owner's Authorized Representative shall review all claims and take one or more of the following preliminary actions within twenty one days of receipt of a claim:
- (1) request additional supporting information from the Contractor;
 - (2) inform the Contractor and Owner in writing of the time required for adequate review and response;
 - (3) reject the claim in whole or in part and identify the reasons for rejection;
 - (4) recommend approval of all or part of the Claim; or
 - (5) propose an alternate resolution.
- D.3.4** The Owner's Authorized Representative's decision shall be final and binding on the Contractor unless appealed by written notice to the Owner within fifteen days of receipt of the decision. The Contractor must present written documentation supporting the claim within fifteen days of the notice of appeal. After receiving the appeal documentation, the Owner shall review the materials and render a decision within 30 days after receiving the appeal documents.
- D.3.5** The decision of the Owner shall be final and binding unless the Contractor requests mediation within fifteen days of receipt of the Owner's decision. Both the Owner and the Contractor are obligated to participate in the mediation process prior to either or both proceeding to litigation. The mediation process is nonbinding .
- D.3.6** Should the parties arrive at an impasse regarding any claims or disputed claims, it is agreed that the parties shall submit to mediation prior to the commencement of litigation. The mediator shall be an individual mutually acceptable to both parties. Should the parties lack specific recommendations for a mediator, the parties shall look to the local circuit court or the Oregon Dispute Resolution Commission. Each party

shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement on both the Owner and the Contractor. The schedule and time allowed for mediation shall be mutually acceptable.

D.3.7 Regardless of the review period or the final decision of the Owner's Authorized Representative, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease work without a written stop work order from the Owner or Owner's Authorized Representative.

SECTION E

PAYMENTS

E.1 SCHEDULE OF VALUES

The Contractor shall submit, at least ten days prior to submission of its first application for progress payment, a schedule of values for the contracted Work. This schedule shall provide a breakdown of values for the contracted Work and shall be the basis for progress payments. The breakdown shall demonstrate reasonable, identifiable, and measurable components of the Work. Unless objected to by the Owner's Authorized Representative, this schedule shall be used as the basis for reviewing Contractor's applications for payment .

E.2 APPLICATIONS FOR PAYMENT

E.2.1 Owner shall make progress payments on the Contract monthly as work progresses. Payments shall be based upon estimates of work completed and schedule of values. All payments shall be approved by the Owner's Authorized Representative. A progress payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

E.2.2 Contractor shall submit to the Owner's Authorized Representative, an application for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to Subcontractors. Contractor shall include, in its application for payment, a schedule of the percentages of the various parts of the Work completed, based on the Schedule of Values which shall aggregate to the payment application total, and shall include, on the face of each copy thereof, a certificate in substantially the following form:

I, the undersigned, hereby certify that the above bill is true and correct, and the payment therefore, has not been received.

Signed: _____"

E.2.3 Generally, request for payment shall be accepted only for materials which have been installed. Under special conditions, payment requests for stored materials shall be accepted. Such a payment shall be subject to the following conditions:

- (a) The request for stored material shall be submitted at least 30 days in advance of the Application for Payment on which it appears. Requests for payment shall be entertained for major equipment, components or expenditures only.
- (b) The Contractor shall submit invoices showing the quantity and cost of the material stored.

- (c) The material shall be stored in a bonded warehouse and Owner's Authorized Representative shall be granted the right to access the material for the purpose of removal or inspection at any time during the Contract period.
- (d) The Contractor shall name the Owner as co-insured on the insurance policy covering the full value of the property while in the care and custody of the Contractor until it is installed. A certificate noting this coverage shall be issued to the Owner.
- (e) Payments shall be made for material only. The submitted invoice amount shall be reduced by the cost of transportation for an inspector to check the delivery at out of town storage sites.
- (f) Within 60 days of the request for payment, the Contractor shall submit evidence of payment covering the material stored.
- (g) Payment for stored materials shall in no way indicate acceptance of the materials or waive any rights under this Contract for the rejection of the Work or materials not in conformance with the Contract Documents.
- (h) All required documentation must be submitted with the respective Application for Payment.

E.2.4 The Owner reserves the right to withhold payment for Work which has been demonstrated or identified as failing to conform with the Contract Documents.

E.3 PAYROLL CERTIFICATION REQUIREMENT

E.3.1 Reference Section C.2 for this information

E.4 DUAL PAYMENT

Contractor shall not be compensated for work performed under this Contract from any agency other than the agency which is a party to this Contract.

E.5 RETAINAGE

E.5.1 Retainage shall be in accordance with OAR 580.50.032(10).

E.5.1.1 Owner may reserve as retainage from any progress payment an amount not to exceed five percent of the payment. As work progresses, Owner may reduce the amount of the retainage and may eliminate retainage on any remaining monthly contract payments after 50 percent of the work under the Contract is completed. If, in the Owner's opinion, such work is progressing satisfactorily, Elimination or reduction of retainage shall be allowed only upon written application by the Contractor, which application shall include written approval of Contractor's surety; except that when the work is 97-1/2 percent completed the Owner may, at its discretion and without application by the Contractor, reduce the retained amount to 100 percent of the value of the work remaining to be done. Upon receipt of written application by the Contractor, Owner shall respond in writing within a reasonable time.

E.5.1.2 In accordance with the provisions of OAR 580.40.0007 or OAR 580.50.032(10), Contractor may request in writing:

- (a) to be paid amounts which would otherwise have been retained from progress payments where Contractor has deposited acceptable bonds and securities of equal value with Owner or in an escrow account, satisfactory to Owner, with an approved bank or trust company;
- (b) that retainage is deposited in an interest-bearing account, established through the State Treasurer, in a bank, savings bank, trust company or savings association for the benefit of the public agency, with earnings from such account accruing to the Contractor; or

Where the Owner has agreed to the Contractor's election of option (a) or (b), Owner may recover from Contractor any additional costs incurred through such election by reducing Contractor's final payment.

E.5.1.3 The retainage held by Owner shall be included in and paid to the Contractor as part of the final payment of the Contract Price. The Owner shall pay to Contractor interest at the rate of one and one-half percent per month on the final payment due Contractor, interest to commence 30 days after the Work under the Contract has been completed and accepted and to run until the date when final payment is tendered to Contractor. The Contractor shall notify Owner in writing when the Contractor considers the Work complete and Owner shall, within 15 days after receiving the written notice, either accept the Work or notify the Contractor of work yet to be performed on the Contract. If Owner does not within the time allowed notify the Contractor of work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run 30 days after the end of the 15 day period.

E.5.1.4 The Owner shall reduce the amount of the retainage if the Contractor notifies of the Owner that the Contractor has deposited in a bank or trust company, in a manner authorized by the Owner's Authorized Representative, bonds and securities of equal value of a kind approved by the Owner's Authorized Representative.

E.6 FINAL PAYMENT

Upon completion of all the work under this Contract, the Contractor shall notify the Owner's Authorized Representative, in writing, that he has completed his part of the Contract and shall request final payment. Upon receipt of such notice the Owner's Authorized Representative shall inspect, and if acceptable, submit to the Owner his recommendation as to acceptance of the completed Work and as to the final estimate of the amount due the Contractor. If the Work is not acceptable, Owner shall notify Contractor within 15 days of Contractor's request for final payment. Upon approval of this final estimate by the Owner and compliance by the Contractor with provisions in Section K.3 RELEASE OF LIENS AND CLAIMS, and other provisions as

may be applicable, the Owner shall pay to the Contractor all monies' due him under the provisions of these Contract Documents.

SECTION F

JOB SITE CONDITIONS

F.1 USE OF PREMISES

Contractor shall confine equipment, storage of materials and operation of Work to the limits indicated by Contract Documents, law, ordinances, permits or directions of the Owner's Authorized Representative. Contractor shall follow the Owner's Authorized Representative's instructions regarding use of premises.

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

F.2.1. Contractor shall maintain continuous and adequate protection of all of the Work from damage, and shall protect the Owner's Authorized Representative, Owner's workers and property from injury or loss arising in connection with this Contract. Contractor shall remedy acceptably to the Owner, any damage, injury, or loss. Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.

F.2.2 Contractor shall take all necessary precautions for the safety of all personnel on the job site, and shall comply with the Contract Documents and all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for protection of workers and the public against any hazards created by construction. Contractor shall designate a responsible employee or associate on the Work site, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the Owner's Authorized Representative. The Owner's Authorized Representative has no responsibility for Work site safety. Work site safety is the responsibility of the Contractor.

F.2.3 Contractor shall not enter upon private property without first obtaining permission from the property owner or its duly authorized representative. Contractor shall be responsible for the preservation of all public and private property along and adjacent to the work contemplated under the Contract and shall use every precaution necessary to prevent damage thereto. In the event the Contractor damages any property, the Contractor shall at once notify the property owner and make, or arrange to make, full restitution. Contractor shall report, immediately in writing, to the Owner's Authorized Representative, all pertinent facts relating to such property damage and the ultimate disposition of the claim for damage.

F.2.4 Contractor is responsible for protection of adjacent work areas including impacts brought about by activities, equipment, labor, utilities, and materials on the site.

F.2.5 Contractor shall at all times direct its activities in such a manner as to minimize adverse effects on the environment. Handling of all materials shall be conducted so no release shall occur that may pollute or become hazardous.

F.2.6 In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Owner's Authorized Representative, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the Owner's Authorized Representative. Any compensation claimed by the Contractor on account of emergency work shall be equitably determined.

F.3 CUTTING AND PATCHING

F.3.1 Contractor shall be responsible for coordinating all cutting, fitting, or patching of the work to make its several parts come together properly and fit to receive or be received by work of other contractors or subcontractors shown upon, or reasonably implied by the Contract Documents.

F.3.2 Contractor shall be responsible for restoring all cut, fitted, or patched surfaces to an original condition; provided, however, that if a different condition is specified in the Contract Documents, then Contractor shall be responsible for restoring such surfaces to the condition specified in the Contract Documents.

F.4 CLEANING UP

From time to time as may be ordered by the Owner and, in any event, immediately after completion of the Work, the Contractor shall, at his own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. If Contractor fails to do so within twenty-four hours after notification by the Owner the work may be done by others and the cost charged to the Contractor and deducted from payment due the Contractor.

F.5 ENVIRONMENTAL CONTAMINATION

F.5.1 Contractor shall be held responsible for any and all releases of environmental pollution during performance of the Contract which occur as a result of, or are contributed by, actions of its agent, personnel, or subcontractors. Contractor agrees to promptly dispose of such spills or leaks to satisfaction of the Owner and proper regulatory agencies in a manner that complies with applicable federal, state, and local laws and regulations. Cleanup shall be at no cost to the Owner and be performed by properly qualified personnel.

F.5.1.1 Contractor shall obtain the Owner's written consent prior to bringing onto the Work site any (i) environmental pollutants or (ii) hazardous substances or materials, as the same or reasonably similar terms are used in any applicable federal, state, or local

statutes, rules or ordinances. Notwithstanding such written consent from the Owner, the Contractor, at all times, shall:

- (a) properly handle, use and dispose of all environmental pollutants and hazardous substances or materials brought onto the Work site, in accordance with all applicable federal, state, or local statutes, rules, or ordinances;
- (b) be responsible for any and all spills, releases, discharges, or leaks of (or from) environmental pollutants or hazardous substances or materials which Contractor has brought onto the Work site; and;
- (c) promptly clean up; without cost to the Owner, such spills, releases, discharges, or leaks to the Owner's satisfaction and in compliance with all applicable federal, state or local statutes, rules or ordinances.

F.5.1.2 Contractor shall be liable for any and all costs, expenses, damages, claims, and causes of action, or any of them, related to or arising out of a spill, release, discharge, or leak of (or from) any environmental pollutant or hazardous substance or material, to the extent such spill, release, discharge, or leak was caused or contributed to by Contractor's (i) negligence or (ii) failure to perform in accordance with the Contract Documents. Nothing in this section F.5.1.2 shall limit Contractor's liability or responsibility under Sections G.2.1.1 and G.2.1.2 of this Contract.

F.5.2 Contractor shall report all reportable quantity releases to applicable federal, state, and local regulatory and emergency response agencies. Reportable quantities are found in 40 CFR, Part 302, Table 302.4 for hazardous substances and in OAR 340-108 for petroleum products. Upon discovery, regardless of quantity, Contractor must telephonically report all releases to the Owner. A written follow-up report shall be submitted to Owner within 48 hours of the telephonic report. Such written report shall contain, as a minimum:

- (a) Description of items released (identity, quantity, manifest no., and all other documentation required by law.)
- (b) Whether amount of items released is EPA/DEQ reportable, and, if so, when it was reported.
- (c) Exact time and location of release, including a description of the area involved.
- (d) Containment procedures initiated.
- (e) Summary of communications about the release Contractor has had with members of the press or State officials other than Owner.
- (f) Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
- (g) Personnel injuries, if any, resulting from, or aggravated by, the release.

F.6 ENVIRONMENTAL CLEAN-UP

F.6.1 Unless disposition of environmental pollution is specifically a part of this Contract, or was caused by the Contractor (reference F.5 Environmental Contamination), Contractor shall immediately notify Owner of any hazardous substance(s) which Contractor discovers or encounters during performance of the Work required by this

Contract. Hazardous substance(s)" are those substances, materials or wastes regulated in 40 CFR, Part 261 and defined as hazardous in 40 CFR S 261.3. In addition to notifying Owner of any hazardous substance(s) discovered or encountered. Contractor shall immediately cease working in any particular area of the Project where a hazardous substance(s) has been discovered or encountered if continued work in such area would present a bona fide risk or danger to the health or well being of Contractor's or any subcontractor's work force.

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

F.7 **FORCE MAJEURE**

F.7.1 Neither party of this contract shall be held responsible for delay or default caused by fire, riot, acts of God, Sovereign or public enemy, strikes, freight embargos, and/or war which is beyond that party's control. The Owner may terminate this contract upon written notice after determining such delay or default shall reasonably prevent successful performance of the contract.

F.7.2 In the event force majeure impacts this project, the Owner may grant a reasonable extension of time, and there shall be no additional compensation paid to the Contractor.

SECTION G

BONDING AND INSURANCE

G.1 PERFORMANCE SECURITY

- G.1.1** The Contractor shall furnish and maintain in effect at all times during the Contract Period, a bond to cover performance and payment in a sum equal to the Contract Price.
- G.1.2** A surety bond furnished by a surety company authorized to do business in Oregon is the only acceptable form of performance security unless otherwise specified in the Contract Documents.

G.2 INSURANCE

G.2.1 Responsibility for Damages/ Hold Harmless:

- G.2.1.1** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under this Contract, or from any act, omission or neglect of the Contractor, his subcontractors, personnel or agents and the Contractor shall indemnify and hold harmless the Owner against any claims arising from said damage, injury, loss or expense.
- G.2.1.2** Contractor shall save, defend, indemnify and hold Metro, its elected officials, departments, employees and agents (including Architect/Engineer) from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor, or its subcontractors, agents, or employees under this Contract .
- G.2.2 Primary Coverage:** Insurance carried by Contractor under this Contract shall be the primary coverage and the Owner's insurance is excess and solely for damages or losses for which the Owner is responsible. The coverage indicated are minimums unless otherwise indicated by the Contract Documents.
- G.2.3 Workers Compensation:** The Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon Law for all their subject workers. This shall include Employer's Liability Insurance with coverage limits of not less than \$100,000 each accident. Contractors who perform the work without the assistance or labor of any employee need not obtain such coverage but shall provide an independent contractor certification statement. The Contractor shall require proof of such Workers Compensation by receiving and keeping on file a

Certificate of Insurance from each subcontractor or anyone else directly employed by either the Contractor or its subcontractors.

G.2.4 Builder's Risk Insurance

G.2.4.1 Builder's Risk: During the term of this contract, the Contractor shall maintain in force, at its own expense, Builder's Risk insurance on an all risk form, including earthquake and flood, for an amount equal to the full amount of the contract. Any deductible shall not exceed \$50,000 each loss, except the earthquake and flood deductible shall not exceed 2 percent of each loss or \$50,000, whichever is more.

G.2.4.2 Builder's Risk Installation Floater: The Contractor shall obtain, at the Contractor's expense, and keep in effect during the term of this contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the work performed under this contract. The minimum amount of coverage to be carried shall be equal to the full amount of the contract. This insurance shall include as loss payees Metro, the Contractor and its subcontractors as their interests may appear.

G.2.5 Liability Insurance

G.2.5.1 Commercial General Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Comprehensive or Commercial General Liability Insurance covering bodily injury and property damage. This insurance shall include personal injury coverage, contractual liability coverage for the indemnity provided for under this Contract and products/completed operations liability. Combined single limit per occurrence shall not be less than \$5 million, or the equivalent. Each annual aggregate limit shall not be less than \$5 million, when applicable.

G.2.5.2 Automobile Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Automobile Liability Insurance. This coverage may be written in combination with the Comprehensive or Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$5 million, or the equivalent.

G.2.5.3 "Tail" Coverage: If any of the required liability insurance is arranged on a "Claims made" basis, "tail" coverage shall be required at the completion of this Contract for a duration of 24 months or the maximum time period the Contractor's insurer shall provide such if less than 24 months. Contractor shall be responsible for furnishing certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following contract completion. Continuous "claims made" coverage shall be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract. This shall be a condition of the Final Acceptance of Work.

- G.2.6 Additional Insured:** The liability insurance coverage, except Professional Liability if included, required for performance of this Contract shall include the Metro, its elected officials, departments, employees and agents as Additional Insureds but only with respect to the Contractor's activities to be performed under this Contract .
- G.2.7 Notice of Cancellation or Change:** There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without 30 days' written notice from the Contractor or its insurer(s) to the Owner. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the Owner.
- G.2.8 Certificate(s) of Insurance:** As evidence of the insurance coverage required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to the Owner prior to its issuance of a Notice to Proceed. The Certificate(s) shall specify all of the parties who are Additional Insureds (or Loss Payees). Insurance coverage required under this Contract shall be obtained from insurance companies or entities licensed to do business in the State of Oregon. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder.

SECTION H

SCHEDULE OF WORK

H.1 CONTRACT PERIOD

- H.1.1** Time is of the essence on this Contract. The Contractor shall at all times carry on the work diligently, without delay and punctually fulfill all requirements herein. Contractor shall commence work on the site within 15 calendar days of Notice to Proceed, unless directed otherwise.
- H.1.2** Unless specifically extended by Change Order, all Work shall be complete by the date contained in the Contract Documents.
- H.1.3** The Owner shall not waive any rights under the Contract by permitting the Contractor to continue or complete the Work or any part of it after the date described in H.1.2 above.
- H.1.4** Any claim for additional time shall be based on written notice stating the general nature of the request, delivered to the Owner's Authorized Representative, in accordance with D.2.1. As a part of this notice, the Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work and Final Completion of the project. Failure to submit a suitable notice within the specified time period shall result in the Contractor waiving this right to request additional time for that delay cause. This does not abrogate Section D.1.5.

H.2 SCHEDULE

- H.2.1** Contractor shall provide, by or before the pre-construction conference, a detailed critical path schedule (CPM) for review and acceptance by the Owner. The submitted schedule must illustrate Work by significant project components, significant labor trades long lead items broken down by building and/or exhibit where applicable. Each schedule item shall account for no greater than 5% of the monetary value of the project or 5% of the available time. Schedules with activities of less than one day or valued at less than 1% of the Contract shall be considered too detailed and shall not be accepted. Schedules lacking adequate detail, or unreasonably detailed, shall be rejected. Included within the schedule are the following: Notice to Proceed, Substantial Completion, and Final Completion. Schedules shall be updated monthly and submitted with the monthly payment application. Acceptance of the Schedule by the Owner does not constitute agreement by the Owner, as to the Contractor's sequencing, means, methods, or durations. Any positive difference between the Contractor's scheduled completion and the contract completion date is float owned by the Project. Use of the float shall be negotiated. In no case shall the Contractor make a claim for delays if the Work is completed within the Contract time but after Contractor's scheduled completion.

H.2.2 The Contractor warrants that it has the expertise, forces, and equipment to complete the work within the Contract Period. It further stipulates that its bid or Guaranteed Maximum Price includes all overhead and profit for the entire Contract Period.

SECTION I

CORRECTION OF WORK

I.1 CORRECTION OF WORK BEFORE FINAL PAYMENT

I.2 WARRANTY WORK

Work failing to conform to the Contract Documents shall be deemed defective. Contractor shall promptly remove from the premises and replace, all defective materials as determined by the Owner's Authorized Representative as failing to conform to the Contract Documents, whether incorporated in the Work or not. Removal and replacement shall be without loss or expense to the Owner, and Contractor shall bear the cost of repairing all Work destroyed or damaged by such removal or replacement.

- I.2.1** Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for defective Work and, unless otherwise specified, Contractor shall correct any defects that appear in the Work within a period of one year from the date of acceptance by the Owner of the completed Project except for latent defects which shall be remedied by the Contractor at any time they become apparent. The Owner shall give Contractor notice of defects with reasonable promptness.
- I.2.2** This provision does not negate guarantees for periods longer than one year such guarantees required by other sections of the Contract Documents for specific installations, materials, processes, equipment or fixtures .
- I.2.3** In addition to Contractor's warranty, manufacturers' warranties shall pass to the Owner and shall not take effect until affected Work has been accepted in writing by the Owner's Authorized Representative.

SECTION J

SUSPENSION AND/OR TERMINATION OF THE WORK

J.1 OWNER'S RIGHT TO SUSPEND THE WORK

- J.1.1** The Owner and/or the Owner's Authorized Representative has the authority to suspend portions or all of the Work due to causes including, but not limited to:
- (a) Failure of the Contractor to correct unsafe conditions;
 - (b) Failure of the Contractor to carry out any provision of the Contract;
 - (c) Failure of the Contractor to carry out orders;
 - (d) Conditions, in the opinion of the Owner's Authorized Representative, which are unsuitable for performing the Work;
 - (e) Time required to investigate differing site conditions;
 - (f) Any reason considered to be in the public interest.
- J.1.2** Contractor and the Contractor's Surety shall be notified in writing of the effective date and time of the suspension and shall be notified in writing to resume Work .

J.2 CONTRACTOR'S RESPONSIBILITIES

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

J.3 COMPENSATION FOR SUSPENSION

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

J.4 OWNER'S RIGHT TO TERMINATE CONTRACT

J.4.1 The Owner, after providing Contractor opportunity for remedy, may, without prejudice to any other right or remedy and after giving Contractor seven (7) days written notice, terminate the Contract under the conditions including, but not limited to, those listed below:

- (a) If Contractor should voluntarily or involuntarily, seek protection under the United States Bankruptcy Code and its Debtor in Possession or Trustee for the estate fail to assume the Contract within a reasonable time;
- (b) If Contractor should make a general assignment for the benefit of Contractor's creditors;
- (c) If a receiver should be appointed on account of Contractor's insolvency;
- (d) If Contractor should repeatedly refuse or fail to supply an adequate number of skilled workers or proper materials to carry on the Work as required by the Contract Documents, or otherwise fail to pursue the work in a timely manner;
- (e) If Contractor should repeatedly fail to make prompt payment to subcontractors or for material or labor, or should disregard laws, ordinances or the instructions of the Owner or its representative; or
- (f) If Contractor is otherwise in material breach of any part of the Contract.

J.4.2 At any time that the above occurs, the Owner may take possession of the premises and of all materials and appliances and finish the Work by whatever method it may deem expedient.

J.4.3 In such case, the Contractor shall not be entitled to receive further payment until the Work is completed. If the unpaid balance of the Contract Price shall exceed the Owner's cost of finishing the Work (with compensation for added managerial and administrative services), such excess shall be paid to Contractor. If the Owner's cost of finishing the Work exceeds the unpaid balance of the Contract Price, Contractor shall pay the difference to the Owner.

J.5 TERMINATION FOR CONVENIENCE

J.5.1 Owner may terminate the Contract in whole or in part whenever Owner determines that termination of the Contract is in the best interest of the public.

J.5.2 The Owner shall provide the Contractor and the Contractor's surety seven (7) days prior written notice of a termination for public convenience. After such notice the Contractor and the Contractor's surety shall provide the Owner with immediate and peaceful possession of: the premises; materials located on and off the premises for which the Contractor received progress payment under Section E; compensation for work terminated by the Owner under this provision shall be according to Section E. In no circumstances shall Contractor be entitled to lost profits due to termination .

J.6 ACTION UPON TERMINATION

- J.6.1** Upon receiving a Notice of Termination, and except as directed otherwise by the Owner, Contractor shall immediately cease placing further subcontracts or orders for materials, services, or facilities. In addition, Contractor shall terminate all subcontracts or orders to the extent they relate to the Work terminated and, with the prior approval of the Owner, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders.
- J.6.2** As directed by the Owner, Contractor shall upon termination transfer title and deliver to the Owner all project documents, information, and other property that, if the Contract had been completed, would be required to be furnished to the Owner.

SECTION K

CONTRACT CLOSE OUT

K.1 RECORD DRAWINGS

As a condition of final payment (refer also to section E.6), Contractor shall comply with the following: Contractor shall provide to Owner's Authorized Representative, record drawings of the entire Project. Record drawings shall depict the Project as constructed and shall reflect each and every change modification and deletion made during the construction. Record drawings are part of the Work and shall be provided prior to the Owner's issuance of final payment. Record drawings include all modifications to the contract documents as defined in Section A.3 unless otherwise directed.

K.2 OPERATION AND MAINTENANCE MANUALS

As part of the Work, Contractor shall submit two completed operation and maintenance manuals for review by the Owner's Authorized Representative prior to submission of any pay request for more than 75% of the work. No payments beyond 75% shall be made by the Owner until the O & M Manual has been received. The O & M Manual shall contain a complete set of all submittals, all product data as required by the specifications, training information, phone list of consultants, manufacturers, installer and suppliers, manufacturers printed data, record and shop drawings, schematic diagrams of systems, appropriate equipment indices, warranties and bonds, etc. The Owner's Authorized Representative shall review and return one O & M Manual for any modifications or additions required. Prior to submission of its final pay request, five (5) complete and approved sets of O & M Manuals shall be delivered to the Owner's Authorized Representative by the Contractor.

K.3 RELEASE OF LIENS AND CLAIMS

As a condition of final payment, the Contractor shall submit to the Owner's Authorized Representative a notarized Release of Liens and Claims Form, which states that all subcontractors and suppliers have been paid in full, all disputes with property owners have been resolved, all obligations on the Project have been satisfied, all monetary claims and indebtedness have been paid, and that, to the best of the Contractor's knowledge, there are no claims of any kind outstanding against the Project. The Contractor shall indemnify and hold harmless the Owner from all claims for labor and materials furnished under this Contract. The Contractor shall furnish complete and valid releases or waivers, satisfactory to the Owner, of all liens arising out of or filed in connection with the Work.

K.4 NOTICES

K.4.1 Contractor shall provide Owner a written notice of both Substantial and Final Completion.

K.4.2 Substantial Completion of a building or exhibit shall be that degree of completion that has provided a minimum of 30 continuous days of successful, trouble-free operation, which period shall begin after all performance and acceptance testing has been successfully demonstrated to the Owner's Authorized Representative. All equipment contained in the Work, plus all other components necessary to enable the Owner to operate the facility in the manner that was intended, shall be complete on the Substantial Completion date. Both completion notices must be signed by the Owner's Authorized Representative to be valid. The Owner shall be the final signature on the notices. The notices shall take effect on the date they are signed by the Owner.

K.4.3 Final Completion shall be when all work is complete in accordance with the Contract Documents. The Contractor may request a punch list be prepared by the Owner's Authorized Representative with submission of the Substantial Completion.

K.5 TRAINING

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

K.6 EXTRA MATERIALS

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

K.7 ENVIRONMENTAL CLEAN-UP

As part of the Final Completion Notice, or as a separate written notice submitted with or before the Notice of Final Completion, the Contractor shall notify the Owner that all environmental pollution clean-up which was performed as a part of this Contract has been disposed of in accordance with all applicable rules, regulations, laws, and statutes of all agencies having jurisdictions over such environmental pollution. The notice shall indemnify and hold harmless the Owner from any claims resulting from the

disposal of the environmental pollution including removal, encapsulation, transportation, handling, and disposal.

K.8 CERTIFICATE OF OCCUPANCY

The Contractor shall not be granted Final Completion or receive final payment if the Owner has not received an unconditioned Certificate of Occupancy from the appropriate state and/or local building officials.

K.9 OTHER CONTRACTOR RESPONSIBILITIES

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

SECTION L

LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

L.1 LAWS TO BE OBSERVED

The following is a list of federal, state and local agencies of which the Owner has knowledge that have enacted ordinances or regulations relating to environmental pollution and the preservation of natural resources that may affect the performance of the Contract:

L.2 FEDERAL AGENCIES

Agriculture, Department of

Forest Service

Soil Conservation Service

Coast Guard

Defense, Department of
Army Corps of Engineers

Energy, Department of
Federal Energy Regulatory Commission

Environmental Protection Agency

Health and Human Services, Department of

Housing and Urban Development, Department of
Solar Energy and Energy Conservation Bank

Interior, Department of
Bureau of Land Management
Bureau of Indian Affairs
Bureau of Mines
Bureau of Reclamation
Geological Survey
Minerals Management Service
U.S. Fish and Wildlife Service

Labor, Department of

Mine Safety and Health Administration

Occupation Safety and Health Administration

Transportation, Department of
Federal Highway Administration

Water Resources Council

L.3 STATE AGENCIES

Administrative Services, Department of

Agriculture, Department of
Soil and Water Conservation Commission

Columbia River Gorge Commission

Energy, Department of

Environmental Quality, Department of

Fish and Wildlife, Department of

Forestry, Department of

Geology and Mineral Industries, Department of

Human Resources, Department of

Insurance and Finance, Department of

Land Conservation and Development Commission

Parks and Recreation, Department of

State Lands, Division of

Water Resources Department

L.3 LOCAL AGENCIES

City Councils

County Courts

County Commissioner, Board of

Design Commissions

Historical Preservation Commission

Planning Commissions

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SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. This section describes the project and the work to be performed under this Contract. Detailed requirements and extent of work are stated in applicable Specification sections and shown on the Drawings.

1.2 ORGANIZATION AND INTERPRETATION OF CONTRACT DOCUMENTS

- A. Specifications and Drawings included in these Contract Documents establish the performance, quality requirements, location and general arrangement of materials and equipment, and establish the minimum standards for quality of workmanship and appearance.
- B. Specification sections have not been divided into groups for work of subcontractors or various trades. Should there be questions concerning the applicability or interpretation of a particular section or part of a section or Drawing, direct questions to the Engineer.
- C. A part of the work that is necessary or required to make each installation satisfactory and operable for its intended purpose, even though it is not specifically included in the Specifications or on the Drawings, shall be performed as incidental work as if it were described in the Specifications and shown on the Drawings.

1.3 DESCRIPTION OF PROJECT

A. General

1. The work covers construction work specifically shown on the Contract Drawings and described herein.
2. This contract is for the EXPO Hall D Construction.
3. The Contractor shall, except as otherwise specifically stated in applicable parts of these Contract Documents, provide and pay for labor, materials, equipment, tools, construction equipment, facilities, and services necessary for proper execution, testing, and completion of the work.

1.4 PERMITS AND LICENSES

- A. Owner has secured general permits for the project. Copies of the permits are on file at Owner. All requirements set forth by these permits shall be investigated prior to bidding and are to be strictly enforced by Contractor and his agents.
- B. Contractor shall acquire and pay for all specialty permits such as electrical permits, transportation permits, street closure permits, wage and hour regulations permits, and all other permits of a temporary nature relating to the construction of the project.

1.5 USE OF PREMISES

A.

*** END OF SECTION***

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Bid Form: Section 00300
- B. Payments:
- C. Construction Schedules: Section 01310
- D. City of Portland Standard Construction Specifications (Division 2 through Division 6)

1.2 MEASUREMENT OF QUANTITIES

- A. Payments will be made based on measurements of completed work in accordance with the United States Standard Measures, and as set forth in the applicable divisions of the City of Portland Standard Specifications unless otherwise noted.
- B. Volume of materials measured in the vehicles by which they are transported will require computing of the volume of the vehicles to the nearest 0.1 cubic yard for its capacity. Pay quantities will be determined by vehicle measurement at point of delivery with no allowance for settlement of material during transit. Loads shall be level and uniform. Payment will not be made for material in excess of the approved capacity of the vehicle and deductions will be made for loads below approved capacity.
- C. Volume of concrete and masonry in structures will be measured according to neat lines as shown on the Plans or as altered on order by the Engineer or OWNER.
- D. Volume of earthwork, particularly excavation and embankment, will be computed by the average end area method of material in place or by other methods of equivalent accuracy.
- E. Contractor shall make all interim measurements, and determine all interim quantities and amounts of completed work done under the Contract. At the time measurements are made for quantity determination, the Engineer or OWNER shall be present to verify such measurements. From quantity figures so ascertained, it will be Contractor's responsibility to prepare a monthly periodical estimate of the work accomplished to date. This estimate and application for payment shall be submitted to OWNER each month for review not later than the date established at the preconstruction conference. The Engineer and/or OWNER will take measurements

and determine the final quantities for payment with Contractor present to verify such measurements.

1.3 SCOPE OF PAYMENT

A. Quantities listed in the Bid do not govern final payment. Payments to the Contractor will be made only for actual quantities of Contract Items performed in accordance with terms of the Contract and for items of work actually performed under Change Order. Bid Item quantities are estimates only, being given only as the basis for comparison of Bids and OWNER does not warrant, expressly or by implication, that the actual amount of work will correspond therewith. The right to increase or decrease the amount of any class or portion of the work, or to make changes in the work required as may be deemed necessary is reserved by OWNER as provided elsewhere in the specifications. All prospective bidders should note that certain bid items may be included in the Bid Form to establish a unit price should use of those items become necessary during construction. Allowance will not be made for loss of anticipated profits or additional compensation should the use of these items be deemed unnecessary.

B. The Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, labor, tools and equipment necessary to the completed work, and for performing all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work until the final acceptance by the Owner.

1.4 INITIAL APPLICATION FOR PAYMENT: Prior to the submittal of the first Application for Payment, the contractor shall submit:

- A. Quality Control Plan
- B. List of subcontractors
- C. List of suppliers
- D. Schedule of Values
- E. Contractor's Construction Schedule
- F. Submittal Schedule
- G. List of Contractor's staff assignments
- H. Copies of building permits required to be procured by the Contractor
- I. Copies of licenses from governing authorities
- J. Certificates of insurance and insurance policies
- K. Performance and payment bonds

1.5 SCHEDULE OF VALUES: Refer to General Conditions Article 9.

A. Contractor shall prepare the Schedule of Values as follows:

1. Prepare Line Item Breakdown for lump sum bid items.

Break Contract lump sum bid item amounts down in line items corresponding to each Division Specification Section and in enough detail to facilitate evaluation of Applications for Payment. Break subcontract amounts down into several line items. Round amounts off to the nearest hundred dollars; the total shall equal the Contract Amount.

Breakdown shall be balanced so that progress payments will not create a condition where sufficient funds are not available to complete the work. Contractor shall provide documentation substantiating the cost allocation if the Engineer or OWNER believes that the costs are unbalanced.

2. Arrange the Schedule of Values in a tabular form with columns to indicate the following for each line item:
 - a. Description
 - b. Related specification section
 - c. Name of subcontractor
 - d. Name of manufacturer or fabricator
 - e. Name of supplier
 - f. Change Orders (numbers) that have affected value
 - g. Dollar value
 - h. Percentage of Contract sum to the nearest percent, adjusted to total 100 percent
3. Include the following on the Schedule of Values:
 - a. Project name and location
 - b. Name of the Engineer
 - c. Contractor's name and address

B. The Schedule of Values shall be consistent with:

1. Contractor's Construction Schedule
2. Application for Payment form
3. List of subcontractors
4. List of products
5. Schedule of submittals

- C. Submit the Schedule of Values to OWNER for review and approval within thirty (30) days after issuance of Notice to Proceed, but no later than fifteen (15) days before the date scheduled for submittal to the initial Application for Payment. Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives change the Contract Sum.

- D. Upon acceptance of the Schedule of Values by OWNER, it shall be used as a basis for all requests for partial payment.

1.6 APPLICATION FOR PAYMENT

A. Application for Payment Format

Use the AIA Document G702 and Continuation Sheets G703 as the form for the application. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made. Include amounts of Change Orders and Force Account Work issued prior to the last day of the period covered by the application. Show items in accord with Article 8 of the General Conditions. Each item in the Schedule of Values and Applications for Payment shall be complete including total cost and share of overhead and profit.

- B. For each item where an Application of Payment includes products purchased or fabricated and stored, but not installed, provide separate line items for initial cost and installed value.

- C. Temporary facilities and items not a direct cost of Work-in-place may be shown either as separate line items or distributed as general overhead expense.

- D. Where Maintenance Manuals are required, no more than 50% of the applicable portion of the lump sum bid shall be paid prior to receipt of a rough draft of the Maintenance Manual and no more than 90% of the final payment shall be made before receipt of the Maintenance Manual complete.

- 1.7 WAIVERS OF LIEN: With each application, submit waivers of lien from every entity who may file a lien arising out of the Contract and related to the Work covered by the payment. Submit partial waivers on each item for the amount requested, prior to deduction for retainage. When an application shows completion of an item, submit final or full waivers.

- 1.8 FINAL PAYMENT APPLICATION: Prior to submitting the application, the contractor shall submit:

- A. Written certification of Final Completion approved by OWNER
- B. Completion of Project Closeout requirements as outlined in the General Conditions
- C. Completion of items specified for completion after Substantial Completion
- D. Transmittal of required Project construction records to Owner
- E. Occupancy permits
- F. Warranties and maintenance agreements
- G. Maintenance instructions
- I. Meter Readings
- J. Final cleaning

- K. Application for reduction of retainage and consent of surety
- L. Punchlist of work remaining and corrections required

1.9 CHANGE ORDER AND FORCE WORK PROCEDURES:

***** END OF SECTION *****

**SECTION 01030
ALTERNATES**

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

Section 01010 - Summary of Work
Section 01040 - Coordination and Site Conditions

1.2 GENERAL

- A. At the option of the Owner, the Base Bid may be increased or decreased by any of the Alternates. The Owner may accept the Alternates in any order which may appear to be in the Owner's best interest. Coordinate pertinent related work and modify surrounding work as required to complete the project under each alternate designated in the Owner/Contractor Agreement and subsequent Change Orders.
- B. Bidders are required to bid upon all Alternates described herein and denoted on the bid form, Section 00300. The bids shall be lump sum and shall be denoted on the Bid Form by the Bidder as either additive or deductive.
- C. The Owner's decision to exercise any Alternate shall not relieve the Contractor of completion of the Project in accordance with the Time of Completion.
- D. A brief description of each alternate follows. The applicable specification sections apply to the Work under each Alternate.

1.3 DESCRIPTION OF ALTERNATES

- A. Alternate Number 1

NAME
Description

RELATED WORK

Section # - Title
Section # - Title
Section # - Title

***** END OF SECTION *****

SECTION 01040

COORDINATION AND SITE CONDITIONS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Requirements for coordinating and sequencing the work under the Contract and requirements regarding existing site conditions.
- B. Requirements for cutting and patching of new and existing work.

1.2 JOBSITE COORDINATION

- A. The Contractor is responsible for overall coordination of the project.
- B. The project work shall be coordinated with the operation of the OWNER staff so as to maintain employee parking and to minimize traffic congestion and other problems during Convention Center events. Utility location and connections shall be coordinated with the proper utility companies.

1.3 SITE CONDITIONS

A. Information On Site Conditions

- 1. General: Information obtained by the Owner regarding site conditions, topography, subsurface information, groundwater elevations, existing construction of site facilities as applicable, and similar data will be available for inspection at the office of the Engineer upon request. Such information is offered as supplementary information only. Neither the Engineer nor the Owner assumes any responsibility for its accuracy or completeness or for the Contractor's interpretation of such information.
 - a. Where measurement of quantities depends on elevation of existing ground, elevations obtained in the field will be compared with those shown on the Drawings. Variations of 1 foot or less will be ignored, and the profiles shown on the Drawings will be used. Variations greater than 1 foot will be compensated for by holding the shape of the drawn profile but shifting each end vertically upward or downward by the amount of the variation.
- 2. Control Points: Contractor shall establish vertical and horizontal survey control points on structures and improvements located in the vicinity of the work prior to beginning work, and shall check the points for movements when directed by the Engineer. Furnish Engineer with copies of survey notes for each survey and a copy of the layout of survey control points.
- 3. Contractor will provide all field engineering services and record changes in the location, or layout, of permanent structures on the Project Record Documents.

B. Existing Utilities

1. Location

- a. Known utilities and facilities adjacent to or within the work area are shown on the Drawings. The locations shown are taken from existing records and the best information available from existing utility plans; however, it is expected that there may be some discrepancies and omissions in the locations and quantities shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by either the Owner or the Engineer for their accuracy or completeness. Contractor's request for additional compensation or Contract time resulting from encountering utilities not shown will be considered as set forth in the General Conditions.
- b. Contractor shall exercise reasonable care to verify locations of utilities and facilities shown on the Drawings and to determine the presence of those not shown. Immediate and adjacent areas where excavations are to be made shall be thoroughly checked by visual examination for indications of underground facilities, and also checked with electronic metal and pipe detection equipment.

2. Contractor's Responsibilities

- a. Where Contractor's operations could cause damage or inconvenience to railway, telegraph, telephone, television, power, oil, gas, water, sewer, or irrigation systems, the Contractor shall make arrangements necessary for the protection of these utilities and services. Replace existing utilities removed or damaged during construction, unless otherwise provided for in these Contract Documents.
- b. Notify utility offices that are affected by construction operations at least 48 hours in advance. Under no circumstances expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, locate, expose, and provide temporary support for the utilities.
- c. Contractor shall be solely and directly responsible to owner and operator of such properties for damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of injuries or damage which may result from construction operations under this Contract.
- d. Neither Owner nor its officers or agents shall be responsible to Contractor for damages as a result of Contractor's failure to protect utilities encountered in the work.
- e. In event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental damage due to construction operations, promptly notify the proper authority. Cooperate with said authority in restoration as promptly as possible and pay for repair. Prevent interruption of utility service unless granted by the utility owner.
- f. In the event Contractor encounters water service lines that interfere with trenching, obtain prior approval of the water utility, cut the service, dig through, and restore service to previous conditions using equal materials.

C. Interfering Structures

1. Take necessary precautions to prevent damage to existing structures whether on the surface, aboveground, or underground. An attempt has been made to show major structures on the Drawings. While the information has been compiled from the best available sources, its completeness and accuracy cannot be guaranteed.
2. Protect existing structures from damage, whether or not they lie within limits of easements obtained by the Owner. Where existing fences, gates, buildings, or other structure must be removed to properly carry out work, or are damaged during work, restore them to original condition and to the satisfaction of property owner.
3. Contractor may remove and replace in equal or better than original condition, small structures such as fences, that interfere with Contractor's operations.

D. Field Relocation

1. During construction, it is expected that minor relocations of proposed facilities will be necessary. Make such relocations only by direction of the Engineer. If existing structures are encountered that prevent construction as shown, notify the Engineer before continuing with work so Engineer may make necessary field revisions.
2. Where shown or directed by and acceptable to the Engineer, provide relocation of existing facilities to include piping, utilities, equipment, structures, electrical conduit wiring, electrical duct bank, and other miscellaneous items. Use only new materials for relocation of existing facilities. Match materials of existing facilities, unless otherwise shown or specified. Perform relocations to minimize downtime of existing facilities. Install new portions of existing facilities in their relocated position prior to removing existing facilities, unless otherwise accepted by Engineer. Comply with cutting and patching requirements in this section.

E. Easements

1. It is anticipated that required easements and permits will be obtained before construction is started. However, should the procurement of any easement or permit be delayed, schedule work so that operations are confined to areas where easements or permits have been obtained or are not required, until such time as easements and permits have been secured.
2. Before final payment will be authorized, Contractor shall furnish the Owner written releases from property owners or public agencies where side agreements or special easements have been made, or where Contractor's operations have not been kept within the Owner's property.
3. In the event Contractor is unable to secure written releases, inform the Owner of the reasons.
 - a. Owner or its representatives will examine the site, and Owner will direct Contractor to complete work that may be necessary to satisfy terms of the easement.

- b. Should Contractor refuse to do this work, Owner reserves the right to have it done by separate contract and deduct the cost of same from the Contract amount, or require the Contractor to furnish a satisfactory bond in a sum to cover legal claims for damages.
- c. When Owner is satisfied that work has been completed in agreement with the Contract Documents and terms of easements, the right is reserved to waive the requirement for written release if:
 - 1) Contractor's failure to obtain such statement is due to the grantor's refusal to sign, and this refusal is not based upon any legitimate claims that Contractor has failed to fulfill the terms of the easement, or
 - 2) Contractor is unable to contact or has had undue hardship in contacting the grantor.
- F. Salvage of Materials: Contractor shall salvage materials for Contractor's use where shown on Drawings.
- G. Connecting to Existing Facilities: Unless otherwise shown or specified, determine methods of connecting new work to existing facilities, and obtain Engineer's review and acceptance of connections.
 - 1. Determine location, elevation, nature, materials, dimensions, and configurations of existing facilities where necessary for connecting new work.
 - 2. Inspect existing record drawings and shop drawings, conduct exploratory excavations and field inspections, and conduct similar activities as needed.
 - 3. Shutdown of Owner's existing facility prior to connection, if necessary, shall be by Owner or as specified.

1.5 PROJECT MEETINGS

- A. Preconstruction Conference: Within 20 days following execution of Contract but before start of work at the site, Contractor shall meet with Owner and Engineer for discussion of scheduling requirements, procedures for handling shop drawings and other submittals, processing application for payment, and establishing a working understanding among the parties. The conference shall be attended by:
 - 1. Contractor's office representative.
 - 2. Contractor's general superintendent.
 - 3. Subcontractors' representatives whom Contractor may desire or Engineer may request to attend.
 - 4. Engineer's representatives.
 - 5. Owner's representatives.

- B. Progress Meetings: Contractor will schedule regular progress meetings to be held once every week to review work progress, schedules, and other matters needing discussion and resolution.

1.6 SEQUENCE OF WORK

A. Operation and Shutdown of Existing Facilities

1. Continuous operation of a minimum of thirty (30) parking spaces is required during the total duration of the contract.
 - a. Schedule and conduct activities to minimize disruption to events at the convention center and employee parking.
 - b. Conduct work outside normal working hours as may be necessary to meet project schedule and avoid undesirable conditions.

- B. Modifications to Existing Facilities: Where existing facilities are to be modified during the course of work, obtain Engineer's review and acceptance of submittals for temporary shutdown, demolition, modification, corrections between new and existing work, and other related work. Conform to other sections as applicable.

- C. Milestone Completion Dates for Portions of Work: Refer to the Proposal for completion dates and Section 1310 Construction Schedule for detailed scheduling requirements.

D. Time of Work

1. No work shall be done between 6:00 p.m. and 7:00 a.m., nor on Sundays or legal holidays, without the written permission of the Owner. However, maintenance or emergency work during these hours may be done without prior permission.
2. Night work may be scheduled by Contractor as regular procedure with the written permission of Owner. Such permission, however, may be revoked at any time if Contractor fails to properly execute and control nighttime work.

- E. Overtime Notice: If Contractor for convenience should desire to carry on work at night or outside regular hours, submit written notice to the Engineer and allow ample time for satisfactory arrangements to be made for inspecting work in progress.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 CUTTING AND PATCHING

A. General

1. Execute cutting (including excavating), fitting, or patching of work, required to:
 - a. Make the several parts fit properly.
 - b. Uncover work to provide for installation of specified work.
 - c. Remove and replace defective work or work not conforming to requirements of Contract Documents.
 - d. Remove samples of installed materials as specified for testing.
 - e. Install specified work in existing construction.
2. Perform the following upon written instruction of Engineer:
 - a. Uncover work to provide for Engineer's observation of covered work.
 - b. Remove samples of installed materials for testing.
 - c. Remove work to provide for alteration of existing work.
3. Contractor shall not, without written consent of Engineer:
 - a. Cut or alter work of another contractor.
 - b. Cut structural or reinforcing steel.
 - c. Endanger existing or new structures or facilities.
 - d. Shut down or disrupt existing operations.
4. Materials for replacement of work removed shall comply with applicable sections of these Specifications for corresponding type of work to be done.
5. Provide all tools and equipment required to accomplish cutting and patching.

B. Inspection and Preparation

1. Inspect existing conditions of work, including elements subject to movement or damage during cutting, patching, excavating, and backfilling.
2. After uncovering work, inspect conditions affecting installation of new products.

C. Procedures

1. Execute fitting and adjustment of products to provide finished installation to comply with specified tolerances and finishes.
2. Execute demolition as specified in Section DEMOLITION.
3. Execute excavating and backfilling as specified in Section EARTHWORK.
4. Restore work which has been cut or removed; install new products to provide completed work in accordance with specified requirements.

5. Refinish entire surfaces as necessary to provide an even finish.
 - a. Refinish continuous surfaces to nearest intersection.
 - b. Refinish entire assemblies.
6. Restore structures and surfaces damaged that are to remain in the completed work including concrete-embedded piping, conduit, and other utilities.
7. Make restorations with new materials and appropriate methods as specified for new work of similar nature; if not specified, use best recommended practice of manufacturer or appropriate trade association.
8. Restore damaged work so there is a secure and intimate bond or fastening between new and old work. Finish restored surfaces to such planes, shapes, and textures that no transition between new and old work is evident in finished surfaces.

PART 4 PAYMENT

4.1 LUMP SUM BID AND UNIT PRICES

- A. Payment for work in this section will be included as part of the lump sum bid or the unit price bid amounts stated in the Proposal.

* * * END OF SECTION * * *

**SECTION 01045
CUTTING AND PATCHING**

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Requirements and limitations for cutting and patching of Work.

1.2 RELATED SECTIONS

- A. Summary of Work
- B. Section 01340 – Shop Drawings, Product Data and Samples
- C. Individual Product Specification Sections:
 - 1. Cutting and patching incidental to Work of the Section.
 - 2. Advance notification to other Sections of Openings required in Work of those Sections.
 - 3. Limitations on cutting structural members.

1.3 SUBMITTALS

- A. Submit written request in advance of cutting or alteration which affects:
 - 1. Structural integrity of any element of project.
 - 2. Integrity of weather-exposed or moisture-resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate Contractor.
- B. Include in request:
 - 1. Identification of project.
 - 2. Location and description of affected Work.
 - 3. Necessity for cutting or alteration.
 - 4. Description of proposed Work and products to be used.
 - 5. Description of repair of weather exposed or moisture resistant elements.
 - 6. Alternatives to cutting and patching.
 - 7. Effect on Work of Owner or separate Contractor.
 - 8. Date and time Work will be executed.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Primary Products: Those required for original installation.
- B. Product Substitution: For any proposed change in materials, submit request for substitution under provisions of Section 01630.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Inspect existing conditions prior to commencing Work, including elements subject to damage or movement during cutting and patching.
- B. After uncovering existing Work, inspect conditions affecting performance of Work.
- C. Beginning of cutting or patching means acceptance of existing conditions.

3.2 PREPARATION

- A. Provide temporary supports to ensure structural integrity of the Work. Provide devices and methods to protect other portions of project from damage.
- B. Provide protection for public areas which may be exposed by uncovering Work.
- C. Provide protection for adjacent occupied areas from dust and debris.
- D. Locate and protect existing utilities to remain in place.

3.3 CUTTING AND PATCHING

- A. Execute cutting, fitting, and patching, including excavation and fill, to complete Work.
- B. Fit Products together to integrate with other work.
- C. Uncover Work to install ill-timed work.
- D. Remove and replace defective or non-conforming Work.

- E. Remove samples of installed Work for testing when requested.
- F. Provide openings in the Work for penetration of mechanical and electrical Work.

3.4 PERFORMANCE

- A. Execute Work by methods to avoid damage to other Work, and which will provide appropriate surfaces to receive patching and finishing.
- B. Employ installers certified in the installation of new weather exposed materials to perform cutting and patching for weather-exposed and moisture-resistant elements and sight-exposed surfaces.
- C. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- D. Restore Work with new products in accordance with requirements of Contract Documents.
- E. Fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- F. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with firestopping materials.
- G. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.

END OF SECTION

SECTION 01092

REFERENCE STANDARDS

PART 1 GENERAL

1.1 SUMMARY

- A. These specifications and the Contract Drawings list many of the construction industry organizations, professional and technical associations, societies and institutes, and government agencies issuing, promoting, or enforcing standards to which references may be made in the Contract Document, along with the abbreviations commonly used for those references. Also included are certain general requirements for the use of industry standards specified, and for application of the standards in quality control.

1.2 USE OF REFERENCE STANDARDS

- A. Work specified by reference to the published standard or specification of a government agency, technical association, trade association, professional society or institute, testing agency, or other organization shall conform to or surpass the minimum standards of quality for materials and workmanship established by the designated standard or specification.
- B. Where so specified, products or workmanship shall also conform to the additional prescriptive or performance requirements included within the Contract Document to establish a higher or more stringent standard of quality than that required by the referenced standard.
- C. Where the specific date or issue of the standard is not included with the reference to the standard, the edition, including all amendments published and available on the first published date of the Invitation to Bid, shall apply.
- D. Where two or more standards are specified to establish quality, the product and workmanship shall conform to or surpass the requirements of both.
- E. In case of conflict between referenced standards, the more stringent shall apply.
- F. Where both a standard and a brand name are specified for a product in the Contract Document, the proprietary product named shall conform to or surpass the requirements of the specified reference standard. The listing of a trade name in a Contract Document shall not be construed as warranting that such product conforms to the respective reference standard.
- G. Copies of standards:
 - 1. Copies of applicable referenced standards have not been bound in this Contract Document.

2. Where copies of standards are needed by the Contractor for superintendence and quality control of the work, obtain a copy or copies directly from the publication source and maintain in an orderly manner at the jobsite, available to the Contractor's personnel, subcontractors, Owner, and Engineer.
3. Submittals: Submit for approval the requests to use products conforming to printed standards or publications with a different publication date from that effective under the Contract. Clearly indicate the changes in product or workmanship quality involved in the proposed change, if any, and reasons for the request.

* * * END OF SECTION * * *

SECTION 01310
CONSTRUCTION SCHEDULES

PART 1 GENERAL

1.1 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Summary of Work: Section 01010
- B. Coordination and Site Conditions: Section 01040
- C. Shop Drawings, Project Data and Samples: Section 01340
- D. Schedule of Values: Section 01025

1.2 PRELIMINARY SCHEDULE

- A. The Contractor shall submit within ten (10) days after Notice to Proceed, a preliminary project schedule in graphic form (e.g. bar chart) showing proposed schedule of anticipated progress to include all major operations and items and time of anticipated completion of major portions of the work.
- B. The preliminary schedule shall be accompanied by a narrative work plan which will include the following information:
 - 1. Manpower levels planned to achieve durations shown in the preliminary schedule.
 - 2. Equipment utilization planned for each activity taking place on site.
 - 3. Identification of work planned for overtime or additional shifts.
 - 4. Plans for wet weather work.
 - 5. Identification of critical work or supply activities.
- C. The preliminary schedule will be reviewed within seven (7) days by the Engineer and OWNER. Comments will be forwarded to Contractor for his consideration and action where appropriate. A revised preliminary schedule shall be resubmitted by the Contractor three (3) days after receiving Engineer and OWNER comments, if so required.

1.3 CONSTRUCTION SCHEDULE

- A. The Contractor shall submit within 25 days of Notice to Proceed an overall project schedule in both graphic and tabular form.
- B. The schedule shall utilize an approved standard Critical Path Method (CPM) computer program using either the Arrow Diagram Method (ADM) or Precedence Diagram Method (PDM) which will furnish a mathematical analysis and identification of the critical path.
- C. Reports to be furnished with the CPM schedule will include:
 - 1. Work Item Number in ascending order

2. Total Float/Early Start in ascending order
 3. Early Start in ascending order
 4. Late start in ascending order
 5. Predecessor report
 6. Successor report
- D. The graphic schedule will be of a format suitable for use by the Contractor and acceptable to OWNER.
- E. The work activities in the CPM will provide a complete sequence of construction, as well as submittal and delivery activity.
- F. Information shown for each activity on the CPM will include description, responsibility, duration, float, early and late start dates, early and late finish dates, preceding and succeeding activities and relationships, percentage complete or remaining duration.
- G. The Construction Schedule will be accompanied by a narrative similar in format provided in the Preliminary Schedule reflecting any refinements or changes to the planning process.
- H. The Engineer and OWNER will review the Construction Schedule and provide comments to the Contractor for appropriate action including potentially revision and resubmittal. Once schedule is determined acceptable by OWNER, this schedule will be designated the initial or zero progress schedule.
- I. Contractor will update the CPM and submit two copies to Engineer on a monthly basis. CPM will be accompanied by a narrative report which will include:
1. Description of work completed during the past month.
 2. Discussion of problem areas including current and anticipated delay factors.
 3. Description of schedule revisions made for this months update.
 4. Actions planned to mitigate delays or to facilitate construction progress.
- J. Contractor will provide electronic copy on computer diskette of the approved progress schedule and each monthly update which will function with approved CPM software program to allow OWNER to analyze impacts on the schedule as required.

1.4 CONTRACTOR TO SCHEDULE WORK

- A. Contractor shall keep the Engineer informed sufficiently in advance of the time and places at which he intends to work in order that the necessary measurements for record and payment may be made with the minimum of inconvenience and delay to both the Engineer and the Contractor.

1.5 TWO WEEK SCHEDULE

- A. Provide to the Engineer, on a weekly basis, a two week schedule using bar chart format in sufficient detail to plan and properly coordinate upcoming work.

1.6 SUBMITTALS BY CONTRACTOR

- A. Submit Preliminary Schedule prior to starting work.
 - 1. Engineer and OWNER will review overall schedule and may return reviewed copy with suggested revisions within 7 days after receipt.
 - 2. If required by the Engineer, contractor shall resubmit a revised preliminary schedule within 3 days after return of reviewed copy.
- B. Submit initial CPM Construction Schedule within 25 days after Notice to Proceed. Include a cash flow summary based on a monthly estimate of revenue with the initial project schedule.
- C. Submit monthly updated CPM Construction Schedule by the seventh day of each month. Updated schedule shall reflect actual progress of the project to within 5 working days prior to submittal.
- D. Submit a Two Week Schedule every week. Deliver to Engineer at the weekly Progress Meeting.
- E. Submit six copies of schedules to Engineer, both initial submittals and revised or updated schedules.

1.7 DISTRIBUTION BY CONTRACTOR

- A. Distribute copies of reviewed schedules to:
 - 1. Job site file
 - 2. Other contractors
 - 3. Subcontractors
 - 4. Other concerned parties

***** END OF SECTION *****

SECTION 01340

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 GENERAL

1.1 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Coordination and Site Conditions: Section 01040
- B. Construction Schedules: Section 01310
- C. Contractor's Quality Control: Section 01400
- D. Project Record Documents: Section 01720

1.2 SUBMITTAL REGISTER AND SCHEDULE

- A. Contractor will review the Contract Documents and identify all requirements for submittal of information to the Engineer and OWNER. Contractor will arrange the listing of these submittals in order by section and paragraph beginning with the General Conditions, Supplementary Conditions and finally, the Technical Specifications in numerical order by section and paragraph. This document will be identified as the Submittal Schedule and will include the following information about each required submittal.
 - 1. Specification Section and Paragraph
 - 2. Transmittal Number (leave blank until submittal is made)
 - 3. Description
 - 4. Responsibility (Contractor, Sub or Supplier)
 - 5. Schedule Date - Date on which Contractor plans to submit
 - 6. Approval Required - Date approval is required to deliver the material by required date.
 - 7. Material Required - Date material is needed onsite.
 - 8. Submittal Date - Leave blank until submittal is actually made.
 - 9. Review Status - No Exceptions Taken, Make Corrections Noted, Rejected, Revise and Resubmit, Submit Specified Item.
 - 10. Action Date - Date on which OWNER actually returned the reviewed submittal to Contractor.
 - 11. Comment - Cross reference on notes as required.
- B. The Submittal Schedule will be submitted no later than 10 days after Notice to Proceed and should be coordinated with the information presented in the Construction Schedule.

- C. Sufficient lead time should be allowed for review and approval by OWNER. Allow thirty (30) days for review and approval. Specifically identify those submittals which will require an expedited review process.
- D. The Submittal Schedule upon acceptance by OWNER will form the basis for the Submittal Register. Contractor will keep track of submittals as submitted by sequential number. Contractor will update his submittal Schedule with information from the Submittal Register on a monthly basis and furnish a copy to OWNER.

1.3 SUBMITTALS

- A. All submittals including shop drawings, data and samples shall be submitted attached to a form approved by the Engineer. Location by drawing number and paragraph of specification shall be shown on the form for the product or material being submitted. Each transmittal shall be assigned a unique number in sequential order.
- B. Shop drawings shall be submitted and reviewed in the following manner:
 - 1. Contractor shall review, stamp with his approval and submit postpaid with such promptness as to cause no delay in his work or in that of any other contractor, the required number of copies of all shop drawings, schedules, data, and samples required for the work of the various trades determined necessary by the Engineer, required in the General Conditions and/or described elsewhere in the Project Specifications.
 - 2. Shop drawings shall establish the actual detail of all manufactured or fabricated items. All shall be drawn to scale and be completely dimensioned.
 - 3. Sheet sizes of shop drawings shall be in multiples of 8 1/2 by 11 inches, preferably not exceeding 22 by 34 inches unless there is a special requirement for larger size sheets.
 - 4. Provide on each drawing a clear space for the Engineer's review and approval stamps and comments.
 - 5. Four (4) copies of shop drawings, manufacturer's literature, brochures, catalog cuts, and other pertinent printed matter or data shall be submitted in addition to the number of copies Contractor wishes returned to him.
 - 6. Contractor shall obtain and provide such number of prints or copies of drawings as is required for his field distribution.
 - 7. Shop drawings may be submitted to the Engineer in the form of a reproducible transparency, along with one blackline or blue line print. Mylars are preferred.
 - 8. The Engineer shall review the shop drawings with reasonable promptness and will affix the Shop Drawing Review Stamp with notations thereon indicating "No Exceptions Taken", "Make Corrections Noted", "Revise and Resubmit", "Rejected" or "Submit Specified Item".

9. When shop drawings and/or other submittals are required to be revised or corrected and resubmitted, Contractor shall make such revisions and/or corrections and resubmit the drawings or other material in the same manner as specified above.
10. It shall be Contractor's responsibility to clearly note on the shop drawings, and in writing specifically call to the Engineer's attention, any changes and deviations that vary from the Contract Drawings and Specifications. No review of the shop drawings by the Engineer shall relieve Contractor of full responsibility and at his own cost and expense to comply with the Contract Documents.
11. If corrections are required, Contractor shall make the corrections required by the Engineer and file with him the same number of corrected copies as indicated above. Contractor shall direct specific attention in writing or, on resubmitted Shop Drawings to revisions other than the corrections requested on previous submissions. The Engineer will return to Contractor copies of drawings in the same manner and number as before.
12. Shop Drawings shall give complete information necessary for the fabrication and installation of all component parts of the equipment, structure, facility, etc. In the case of structural drawings, they shall include the location, type, and size and extent of all welds, if any are necessary. Manufacturer's standard details, catalogues, advertising literature, etc., shall not necessarily constitute all of the shop drawings required for any unit or facility. Additional shop details designed for the particular project shall be furnished when required by the Engineer. Shop drawings of electrical equipment shall include complete diagrams of electrical circuitry.
13. The Engineer's review of and placement of shop drawing review stamp on any shop drawing is understood to be an acceptance of the character of the details and not a check of any dimension or quantity and will not relieve Contractor from responsibility for errors of any sort in shop drawings data or schedules, whether or not such errors are found by the Engineer in his review of such details.
14. No changes will be made in any shop drawing after it has been reviewed except by the consent or direction of the Engineer in writing.

C. Samples shall be submitted in the same manner as shop drawings.

1. Samples to be physical examples to illustrate materials, equipment or workmanship, and to establish standards by which completed work is judged.
 - a. Office samples: of sufficient size and quantity to clearly illustrate
 - (1) Functional characteristics of product or material, with integrally related parts and attachment devices.
 - (2) Full range of color samples.

After review the Engineer will retain two samples and return the remainder to Contractor.

- b. Field samples and mockups

- (1) Erect at project site location acceptable to Engineer.
 - (2) Construct each required sample or mock-up complete, including work of all trades required in finished work.
 - (3) Coordinate sampling of natural materials with Field Engineer.
2. If any test sample fails to meet the specification requirement, all previous approvals will be withdrawn and such materials or equipment, which fail the testing, shall be subject to removal and replacement by Contractor with materials or equipment meeting the specification requirement.
 3. Affected finish work shall not be commenced until the Engineer has given written approval for the field samples.

1.4 CONTRACTOR RESPONSIBILITY

- A. All submittals shall be attached to a "Shop Drawing Transmittal" form approved by the Engineer.
- B. Contractor shall review and approve shop drawings before submittal. Submittal directly from Subcontractor or Suppliers will not be accepted.
- C. By approving and submitting Shop Drawings and Samples, Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so, and that he has checked and coordinated each Shop Drawing with the requirements of the Work and of the Contract Documents and that there is no conflict with other submittals that may affect the work of another contractor of OWNER.
- D. A copy of each approved shop drawing and each approved sample shall be kept in good order by Contractor at the job site and shall be available to the Engineer.

1.5 LIMITATION

- A. Two submittals (initial and revised) of each item requiring samples and/or shop drawings will be reviewed by the Engineer in the regular course of the Contract. However, all subsequent reviews of the same item over two will be reviewed at the expense of Contractor unless the right to an additional review without charge was previously approved in writing by the Engineer. Contractor will be billed by OWNER at the Engineer's current established rates.

1.6 GENERAL PRODUCT REQUIREMENTS

- A. Unless otherwise specifically provided, all workmanship, equipment, and materials incorporated in the work covered by the Contract are to be new and of the best available grade of their respective kinds.
- B. For products specified only by reference standards, select any product meeting standards, by any manufacturer.

- C. For products specified by naming one or more products, but indicating the option of selecting equivalent products by stating "or equivalent" after specified product, Contractor must submit request, as required for substitution, for any product not specifically named.

1.7 SUBSTITUTIONS REVIEW AND APPROVAL PROCEDURE

- A. Engineer will consider formal requests from Contractor for substitution of products in place of those specified. Provide complete list of all products which are proposed for installation as substitutions or product options. Tabulate list by each specification section. The Contractor shall pay any engineering expenses associated with review of substitution requests.
- B. Submit detail request for substitution in accordance with requirements for submittal of shop drawings and the following additional requirements.
 - 1. For construction methods
 - a. Detailed description of proposed method.
 - b. Drawings illustrating methods.
 - 2. Itemized comparison of proposed substitution with product or method specified.
 - 3. Data relating to changes in construction schedule.
 - 4. Accurate cost data on proposed substitution in comparison with product or method specified.
- C. In making request for substitution, Contractor shall specifically represent:
 - 1. He has personally investigated proposed product or method, and determined that it is equivalent or superior in all respects to that specified.
 - 2. He will provide the same guarantee for substitution as for product or method specified.
 - 3. He will coordinate installation of accepted substitution into work, making such changes as may be required for work to be complete in all respects.
 - 4. He waives all claims for additional costs related to substitution which consequently becomes apparent.
 - 5. Cost data is complete and includes all related costs under his Contract.
- D. Substitutions will not be considered if:
 - 1. They are indicated or implied on shop drawings or project data submittals without formal request submitted in accord with Section 01340.
 - 2. Acceptance will require substantial revision of Contract Documents or redesign by the Engineer, without substantial benefit to OWNER.

- E. The above shall not be construed to mean that any substitution for materials and equipment will be allowed. The Engineer reserves the right to reject and disapprove any request he deems irregular or not in compliance with the Specifications.

***** END OF SECTION *****

SECTION 01400

CONTRACTOR'S QUALITY CONTROL

PART 1 GENERAL

1.1 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. General Conditions - Article 7 Control and Quality of work and Material.
- B. Technical Specifications pertaining to the work.

1.2 RESPONSIBILITIES

- A. Contractor is primarily responsible for quality control and will provide for sufficient supervision and control measures on a daily basis to ensure that the Work is completed in accordance with the Contract Documents.
- B. OWNER and the Engineer are responsible for quality assurance. Their activities in no way relieve Contractor of his quality control responsibilities.

1.3 REQUIREMENTS

- A. Quality Control Plan - Contractor will prepare and submit a plan of action to establish and maintain a Quality Control Program. The program as a minimum will contain:
 - 1. The quality control organization chart beginning with the responsible corporate officer.
 - 2. The names and qualifications of personnel selected to implement the program onsite.
 - 3. Authority and responsibility of the quality control staff.
 - 4. A breakdown of the schedule of work which includes proposed inspections, tests or other means of controlling the quality of work for each phase.
 - 5. Provides controls for each phase of work by establishing a system of inspections as follows:
 - a. Preparatory Inspection - This inspection will be conducted by Contractor prior to starting any new phase of work. Contractor's Quality Control Manager will review the contract documents to ensure that required materials, equipment and procedures have been submitted and approved, are onsite and checked, that a reasonable, coordinated work plan has been prepared, that all previous work has been completed, inspected and tested as required. Contractor will schedule a preparatory conference with the Engineer to discuss the findings and to develop a material understanding on execution of the work and the quality standards which will be used. The inspection results and minutes of the conference will

be documented by Contractor and a copy furnished to the Engineer. Subsequent to the conference, but prior to start of work, all involved working personnel and inspectors will be briefed on the work plan and the quality standards expected.

- b. Initial Inspection - This joint inspection by Contractor and the Engineer/OWNER Construction Manager will be made as soon as a representative portion of the work has been accomplished. This inspection will be repeated if new crew member(s) are assigned to the work or if acceptable standards of workmanship are not being met. Contractor will, as a minimum, document this inspection in the daily Quality Control Report.
 - c. Followup Inspections - Contractor will perform daily inspections of the work until completion.
6. Establish a system of Quality Control Deficiency Reports to report deficiencies in the work or materials to determine appropriate correction and to track the execution of the correction.

B. Documentation

1. Daily Quality Control Report - This report will be furnished by Contractor in a suitable format on a daily basis over the signature of the Quality Control Manager or onsite Quality Control Representative. It shall be delivered to the onsite OWNER Representative and/or Engineer by 10:00 a.m. on the following work day, and will contain as a minimum:
 - a. Weather
 - b. Manpower (listed by craft for Contractor and total for each Subcontractor)
 - c. Equipment used
 - d. A summary of activity for each shift and evaluation of the workmanship
 - e. A record of any inspections which were made
 - f. Results of tests
 - g. Identification of deficiencies or rejections
 - h. Proposed remedial sections
 - i. Corrective actions taken
 - j. Safety related issues
 - k. Permanent materials deliveries and inspections
2. Preparatory Inspection Meeting Record - This record will be delivered to the onsite OWNER Representative and/or Engineer prior to the start of each phase of work but not later than three work days after the meeting. The hazard analysis separately described in Section 01100 can be delivered at the same time.
3. Test Reports - A record of all tests shall be kept by Contractor on the job site. A copy of all test reports done by Contractor shall be provided to the Engineer and/or OWNER.
4. Quality Control Deficiency Reports - Contractor will prepare a deficiency report on all deficiencies in the work or in the quality of materials. The report will be logged and numbered and submitted to the Engineer and/or Metro along with the

recommended remedy. Contractor will track the action through to completion, submitting a final report of inspection on the work in question.

C. Duties and responsibilities of the Quality Control Manager or a designated representative includes:

1. Have the authority to stop or reject work.
2. Be onsite during normal working hours and will be assigned full time to the project.
3. Establish the Quality Control Plan and execute the Quality Control Program.
4. Review all submittals, including shop drawings and materials submittals. Reject those submittals not in accordance with the Contract Documents, approve and submit those which are in accordance. Maintain a jobsite submittal file.
5. Ensure that line, grade, depth and compaction, density and composition of materials are in accordance with the Contract Documents.
6. Ensure that all work to be inspected includes an opportunity for OWNER to check work prior to covering the work.
7. Coordinate required tests and inspections with the Engineer and OWNER's Construction Manager.
8. Inspect the work of Contractor and all Subcontractors.
9. Submit all required quality control documentation and maintain records.
10. Verify that all permanent materials delivered to the jobsite are in accordance with the Contract Documents. Submit certifications and test reports as required.
11. Accompany the Engineer and/or OWNER Construction Manager on jobsite inspections as required.
12. Prepare and submit the project punch lists prior to job completion and acceptance.
13. Furnish representative samples for testing as required by the Contract Documents or OWNER.

1.4 INSPECTION

- A. Contractor will provide continuous inspection over his daily operations, including overtime and additional shifts.
- B. The Engineer and other regulatory agencies may also inspect as required by law and custom. The inspection by any of the above does not relieve Contractor of the requirement to inspect and to produce work in accordance with the plans and specifications. Contractor shall at all times provide safe access and assistance to the Engineer, and other authorized inspectors for inspection of the work.

1.5 TESTING

- A. Contractor will be responsible for all testing which may be required. Contractor will submit the qualifications of an independent test laboratory to provide testing services as required.
- B. The Engineer may conduct additional testing to check on the quality of work, materials or testing.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

The planning, execution and results of Contractor's Quality Control Program are considered incidental to the payment for the work as indicated by the bid items. Failure to comply with the Quality Control Program may result in withholding of all or a portion of the monthly progress payments by OWNER at its discretion and OWNER may use these withheld funds to contract or pay for this work outside of this Contract.

*** * * END OF SECTION * * ***

SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Temporary utilities required during construction.
- B. Temporary construction facilities, including field offices and project signs.
- C. Requirements for security and protection of facilities and property.
- D. Requirements for traffic regulation and access to the work.
- E. Temporary controls for protection of environment.

1.2 SUBMITTALS

A. Temporary Utility Submittals

- 1. Electric power supply and distribution plans.
- 2. Water supply and distribution plans, including metering device.
- 3. Wastewater routing plans including piping, ditches, culverts, etc.

B. Temporary Construction Submittals

- 1. Access roads and parking area plans.
- 2. Storage yard and storage building plans, including gravel surfaced area.
- 3. Fencing and protective barrier locations and details.
- 4. Engineer's field office plans and equipment list.
- 5. Staging area plan and notification of any obstructions encountered during mobilization.

C. Temporary Control Submittals

- 1. Copies of permits or approvals for construction from governing environmental protection agencies.
- 2. Plan for disposal of waste materials.

D. Safety and Protection Submittals

- 1. Copies of permits or approvals for construction activities from governing safety authorities.
- 2. Copies of survey notes taken to establish control points for structures affected by the work, and layout of survey control points.

E. Traffic Routing Submittal: Submit specified plan for temporary traffic routing.

1.3 MOBILIZATION

- A. Use area designated for Contractor's temporary facilities as determined by OWNER.
- B. Notify Owner of obstructions not shown or not readily apparent by visual inspection of the staging area. If such obstructions adversely affect Contractor's operations, proper adjustment to Contract will be considered. Do not remove obstructions without Owner's prior consent.

1.4 TEMPORARY UTILITIES

- A. Permits Obtained by Owner: Copies of permits or approvals for temporary utilities to be obtained by Owner will be made available to Contractor at the preconstruction conference.
- B. Costs After Substantial Completion: Upon acceptance of the work or a portion of the work defined and certified as substantially complete by Engineer, and Owner commences full-time successful operation of the facility or portion thereof, the Owner will bear the cost for utilities used for Owner's operation. Contractor shall continue to pay for utilities used until final acceptance of the work, except as provided herein.
- C. Electric Power
 - 1. Locate and determine the type and amount of electric power available and make arrangements for obtaining temporary electric power service, metering equipment, and pay all costs for the electric power used during the Contract period, except as specifically provided for utilities used by the Owner on portions of the work designated in writing by the Engineer as substantially complete.
 - 2. Temporary electric power installations shall meet construction safety requirements of OSHA, state, and other governing agencies.
 - 3. Cost of electric power used in performance and acceptance testing shall be borne by Contractor.
- D. Water: The contractor will provide temporary facilities and piping required to bring water to the point of use, and remove them when no longer needed. Install an acceptable metering device and pay for water used at the Owner's current rate.
- E. Sewage: Provide and maintain sanitary facilities for Contractor's employees and subcontractors' employees that comply with regulations of local and state health departments.
- F. Telephone
 - 1. Arrange for onsite telephone service for Contractor's use during construction. Costs of installation and monthly bills for Contractor's telephone service shall be borne by the Contractor.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 TEMPORARY CONSTRUCTION

A. Access Roads and Parking: Contractor and Contractor employees shall provide for their own parking.

B. Storage Yards and Buildings

1. Construct temporary storage yards for the storage of products that are not subject to damage by weather conditions. Materials such as pipe, reinforcing and structural steel, shall be stored on pallets or racks, off the ground, and in a manner to allow ready access for inspection and inventory. Temporary gravel surfacing of storage yards must be approved by the Engineer.
2. Erect or provide temporary storage buildings of various sizes needed to protect mechanical and electrical equipment and other materials, as recommended by manufacturers of such equipment and materials.
 - a. Provide environmental control systems that meet recommendations of manufacturers of equipment and materials stored in the buildings.
 - b. Buildings shall be of sufficient size.
 - c. Arrange or partition buildings to provide security for their contents and ready access for inspection and inventory.
 - d. At or near completion of the work, temporary storage buildings shall be dismantled, removed from the site, and remain the property of the Contractor.
3. Store combustible materials (paints, solvents, fuels, etc.) in a well-ventilated building remote from other buildings and out from under the I-5 freeway per the OWNER agreement with ODOT..

C. Fencing and Barricades

1. Security Fence: The Contractor may erect a temporary security fence with gates around the construction site.
2. Barricades: Provide barricades as necessary to prevent unauthorized entry to construction areas, both inside and outside of fenced area. Also provide barricades to protect existing facilities and adjacent properties from potential damage. Locate barriers to enable access by facility operators and property owners.

3.2 SAFETY AND PROTECTION

A. Examination of Existing Facilities

1. After the Contract is awarded and before the commencement of work, Contractor and Engineer shall make a thorough examination of all existing buildings,

structures, and other improvements in the vicinity of the work, as applicable, which might be damaged by construction operations.

2. Periodic examinations of existing buildings, structures, and other improvements in the vicinity of the work shall be made jointly by authorized representatives of the Contractor and the Owner. The scope of the examination shall include cracks in structures, settlement, leakage, and similar conditions.
3. Records in triplicate of all observations shall be prepared by the Contractor and each copy of every document shall be signed by the authorized representative of the Owner and of the Contractor. Photographs, as requested by the Owner, shall be made by the Contractor and signed in the manner specified above. One signed copy of every document and photograph will be kept on file in the office of the Engineer.
4. These records and photographs are intended for use as indisputable evidence in ascertaining whether and to what extent damage occurred as a result of the Contractor's operations, and are for the protection of the adjacent property owners, the Contractor, and the Owner.

B. Safety Requirements

1. Contractor shall do whatever work is necessary for safety and be solely and completely responsible for conditions of the jobsite, including safety of all persons (including employees) and property during the Contract period. This requirement shall apply continuously and not be limited to normal working hours.
2. Safety provisions shall conform to Federal and State Departments of Labor Occupational Safety and Health Act (OSHA), and other applicable federal, state, county, and local laws, ordinances, codes, requirements set forth herein, and regulations that may be specified in other parts of these Contract Documents. Where these are in conflict, the more stringent requirement shall be followed. Contractor shall become thoroughly familiar with governing safety provisions and shall comply with the obligations set forth therein.
3. Contractor shall develop and maintain for the duration of the Contract, a safety program that will effectively incorporate and implement required safety provisions. Contractor shall appoint a qualified employee who is authorized to supervise and enforce compliance with the safety program.
4. Engineer's duty to conduct construction review of the Contractor's performance is not intended to include a review or approval of the adequacy of Contractor's safety supervisor, safety program, or safety measures taken in, on, or near the construction site.
5. As part of safety program, Contractor shall maintain at its office or other well-known place at the jobsite, safety equipment applicable to the work as prescribed by the governing safety authorities, and articles necessary for giving first-aid to the injured. Establish procedures for the immediate removal to a hospital or a doctor's care of persons who may be injured on the jobsite.

6. Contractor shall do all work necessary to protect the general public from hazards, including, but not limited to, surface irregularities or unramped grade changes in pedestrian sidewalk or walkway, and trenches or excavations in roadway. Barricades, lanterns, and proper signs shall be furnished in sufficient amount to safeguard the public and the work.
7. Construct and maintain satisfactory and substantial temporary chain link fencing, solid fencing, railing, barricades or steel plates, as applicable, at all openings, obstructions, or other hazards in streets, sidewalks, floors, roofs, and walkways. Such barriers shall have adequate warning lights as necessary or required for safety.
8. Comply with Owner's safety rules while on Owner's property.
9. If death or serious injuries or damages are caused, the accident shall be reported immediately by telephone or messenger to the Engineer. In addition, Contractor shall promptly report in writing all accidents whatsoever arising out of, or in connection with, the performance of the work whether on or adjacent to the site, giving full details and statements of witnesses.
10. If claim is made by anyone against Contractor or any subcontractor on account of accident, Contractor shall promptly report the facts in writing, giving full details of the claim.
11. Furnish reports of weekly toolbox safety training meetings as completed.

C. Traffic Safety and Access

1. Comply with rules and regulations of the city, state, and county authorities regarding closing or restricting the use of public streets or highways. No public or private road shall be closed, except by written permission of the proper authority. Assure the least possible obstruction to traffic and normal commercial pursuits.
2. Where traffic will pass over backfilled trenches before they are paved, maintain top of trench to allow normal vehicular traffic to pass over. Provide temporary access driveways where required. Cleanup operations shall follow immediately behind backfilling.
3. When flagmen and guards are required by regulation or when deemed necessary for safety, furnish them with approved orange wearing apparel and other regulation traffic control devices.
4. Traffic control procedures and devices used on all local, county, and state rights-of-way shall meet the requirements of the applicable current laws and regulations for traffic control. See 3.3 TRAFFIC REGULATION below.
5. Provide snow removal to facilitate normal vehicular traffic on public or private roads affected by construction. Perform snow removal promptly and efficiently by means of suitable equipment whenever necessary for safety, and as may be directed by proper authority.

6. Contractor shall leave its night emergency telephone number or numbers with the police department, so that contact may be made easily at all times in case of barricade and flare trouble or other emergencies.
- D. Fire Prevention: Perform all work in a firesafe manner. Furnish and maintain on the site adequate fire fighting equipment capable of extinguishing incipient fires. Comply with applicable federal, local, and state fire prevention regulations. Where these regulations do not apply, follow applicable parts of the National Fire Prevention Standard for Safeguarding Building Construction Operations (NFPA No. 241).
 - E. Protection of Work and Property:
 1. General
 - a. Contractor shall employ such means and methods necessary to adequately protect public property and property of the Owner against damage. In the event of damage to such property, immediately restore the property to a condition equal to its original condition and to the satisfaction of the Engineer and the owner of said property, and bear all costs thereof.
 - b. Protect stored materials and other items located adjacent to the proposed work.
 2. Finished Construction
 - a. Contractor shall assume the responsibility for protection of finished construction and shall repair and restore any and all damage to finished work to its original or better condition.
 - b. Where responsibility can be fixed, costs for replacement or repair of damaged work shall be charged to the party responsible. If responsibility cannot be fixed, costs shall be prorated among all parties in proportion to their activities at the time the damage was done.
 - c. Prevent wheeling of loads over finished floors, either with or without plank protection, except in rubber-tired wheelbarrows, buggies, or dollies. Protect finished floors and concrete floors exposed as well as those covered with composition tile or other applied surfacing.
 - d. At such time temporary facilities and utilities are no longer required for the work, notify Engineer of intent and schedule for their removal. Remove temporary facilities and utilities from the site as Contractor's property and leave the site in such condition as specified, as shown on the Drawings or as directed by the Engineer.
 - e. In unfinished areas, leave the site evenly graded, seeded, or planted as necessary, in a condition that will restore original drainage, and with an appearance equal to or better than original.

3.3 TRAFFIC REGULATION

A. Traffic Routing

1. Prior to starting work at project site, Contractor shall submit traffic routing plans to the Engineer for review and approval showing:
 - a. Sequences of construction affecting the use of roadways.
 - b. Time required for each phase of the work.
 - c. Provisions for decking over excavations or phasing of operations, or a combination of these two methods, to provide necessary access.
2. This provision shall not be construed as preventing the Contractor from proceeding with mobilization of plant and equipment, and from placing orders for materials upon receipt of Notice to Proceed. Contractor shall not be entitled to delays due to "DISAPPROVED" traffic routing plans.

B. Signs and Equipment: Furnish at the site, or convenient to and immediately available to the site, the following signs and equipment:

1. Barricades, as required by the Vehicle Code, in sufficient quantity to safeguard the public and the work.
2. Portable "TOW-AWAY - NO STOPPING" signs, placed where approved by police department and owner.
3. Traffic cones, to delineate traffic lanes to guide and separate traffic movements.

3.4 ENVIRONMENTAL CONTROLS

A. General

1. The Contractor in executing the work shall maintain affected areas within and outside project boundaries free from environmental pollution that would be in violation of federal, state, or local regulations.
2. Do not impair operation of existing sewer systems. Prevent construction material, pavement, concrete, earth, volatile and corrosive wastes, and other debris from entering sewers, pump stations, or other sewer structures. Maintain original site drainage wherever possible.

B. Water Pollution Control

1. Comply with laws, rules, and regulations of the State of Oregon and agencies of the United States Government prohibiting the pollution of lakes, wetlands, streams, or river waters from the dumping of refuse, rubbish, or debris.
2. Divert sewage and waste flow, including stormwater flow, interfering with construction and requiring diversion to sewers leading to a wastewater treatment plant. Do not cause or permit action to occur which would cause an overflow to an existing waterway. Prior to commencing excavation and construction, obtain Engineer's agreement with detailed

plans showing procedures intended to handle and dispose of sewage, groundwater, and stormwater flow, including dewatering pump discharges.

3. Contractor shall comply with the procedures outlined in the U.S. Environmental Protection Agency manuals entitled "Guidelines for Erosion and Sedimentation Control Planning and Implementation", "Processes, Procedures and Methods to Control Pollution Resulting from All Construction Activity".

C. Dewatering Procedures

1. The Contractor shall construct, maintain, and operate cofferdams, channels, flume drains, sumps, pumps, or other temporary diversion and protection works. Furnish materials required, install, maintain, and operate necessary pumping and other equipment for the environmentally-safe removal and disposal of water from the various parts of the work. Maintain the foundations and parts of the work free from water.
2. Where an excavation extends below the water table, dewater in a manner that will prevent loss of fines from the foundation. Maintain stability of slopes and bottom of the excavation, and perform construction operations in the dry. Use screened wells or equivalent methods for dewatering. Control seepage along the bottom of excavations, which may require ditches and pipe drains leading to sumps from which the water shall be pumped and properly discharged.

D. Waste Material Disposal

1. Excess excavated material not required or suitable for backfill, and other waste material, must be disposed of in accordance with existing regulations.
2. Unacceptable disposal sites include, but are not limited to, sites within a wetland or critical habitat and sites where disposal will have a detrimental effect on surface water or groundwater quality.
3. Contractor shall make his own arrangements for disposal subject to submission of proof that the owner(s) of the proposed site(s) has a valid fill permit issued by the appropriate governmental agency. Submit intended haul route plan, including a map of the proposed route(s). Provide watertight conveyance for liquids, semiliquids, or saturated solids that tend to bleed during transport.
4. Maintain areas covered by the Contract and affected public properties free from accumulations of waste, debris, and rubbish caused by construction operations. Remove excavated materials from the site.
5. Cleaning and disposal shall comply with local ordinances and pollution control laws. Do not burn or bury rubbish or waste materials on the project site. Do not dispose of volatile wastes such as mineral spirits, oil, chemicals, or paint thinner in storm or sanitary drains. Disposal of wastes into streams or waterways is prohibited. Provide acceptable containers for collection and disposal of waste materials, debris, and rubbish.

E. Air Pollution Control

1. Minimize air pollution likely to occur from construction operations by wetting down bare soils during windy periods, requiring proper combustion emission control devices on construction vehicles and equipment, and by shutdown of motorized equipment not in use. Trash burning will not be permitted on the construction site.
 2. If temporary heating devices are necessary for protection of the work, they shall be an approved type as specified under Article TEMPORARY UTILITIES.
 3. Operations of dumping rock and of carrying rock away in trucks shall be conducted to cause a minimum of dust. Give unpaved streets, roads, detours, or haul roads used in the construction area a dust-preventive treatment, or periodically water to prevent dust. Strictly adhere to applicable environmental regulations for dust prevention.
- F. Noise Control: Minimize noise by executing work using appropriate construction methods and equipment. Provide acoustical barriers so noise emanating from tools or equipment will not exceed legal noise levels.
- G. Pest and Rodent Control
1. Comply with local health requirements for pest and rodent control. Cooperate with agencies and companies authorized to spray or provide other treatments to prevent insect outbreaks.
 2. Maintain closures of means of entry into finished buildings by rodents. Inspect for rodents during cleaning, remove debris, and treat infested areas to Owner's satisfaction.

PART 4 PAYMENT

4.1 LUMP SUM AND UNIT PRICE BIDS

- A. Payment for work in this section will be included as part of the lump sum and unit price bid amounts stated in the Proposal.

* * * END OF SECTION * * *

SECTION 01600

PRODUCT SHIPMENT, HANDLING, STORAGE, AND PROTECTION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Requirements and procedures for work necessary for shipment, handling, storage, and protection of material and equipment products.

1.2 SUBMITTALS

- A. Contractor shall submit the following:

1. Assembly instructions for parts shipped unassembled.
2. Manufacturer's instructions for unloading, handling, storage, and protection prior to installation, with each shipment of each product type.
3. Copy of manufacturer's notice of shipment for products critical to project schedule.
4. Documentation of products in storage, submitted with each progress payment request.

1.3 PREPARATION FOR SHIPMENT

- A. When practical, products shall be factory assembled.
 1. Furnish assembly instructions for parts and assemblies that are shipped unassembled.
 2. Mark or tag the separate parts and assemblies for field assembly.
 3. Cover machined and unpainted parts that may be damaged by the elements with a strippable protective coating.
- B. Package or crate products to provide protection from damage during shipping, handling, and storage.
 1. Mark or tag outside of each package or crate to indicate its purchase order number, bill of lading number, contents by name, name of project and Contractor, equipment number, and approximate weight.
- C. Mark spare parts and special tools to identify the associated products by name, equipment, and part number. Package parts for protection against damage from the elements during shipping, handling, and storage. Ship in boxes or containers marked to indicate the contents and as stated above. Deliver spare parts and special tools before the associated equipment is scheduled for the initial test run.
- D. Contractor shall request a minimum 7-day advance notice of shipment from manufacturers.
- E. Where specified for specific product, factory test results shall be reviewed and accepted before such product is shipped.

1.4 RECEIVING, INSPECTION, AND UNLOADING

- A. Contractor shall record the receipt of products at the jobsite.
- B. Upon receipt of products at the jobsite, Contractor shall inspect for completeness and evidence of damage during shipment.
 - 1. Engineer may be present for inspection.
 - 2. Should there appear to be damage, notify the Engineer immediately and inform the manufacturers and the transportation company.
 - 3. Expedite replacement of damaged, incomplete, or lost items.
- C. After completion of inspection, unload products in accordance with manufacturer's instructions for unloading, or as specified. Do not unload damaged or incomplete products to be returned to manufacturer for replacement, except as necessary to expedite return shipment.

1.5 HANDLING, STORAGE, AND MAINTENANCE

- A. Handle products in accordance with the manufacturer's written recommendations, and in a manner to prevent damage.
- B. Store products prior to installation as recommended by the manufacturer.
 - 1. Store products such as pipe and reinforcing steel off the ground in approved storage yards.
 - 2. Store items subject to damage by the elements, vandalism, or theft in secure buildings.
 - 3. Provide environmentally controlled storage facilities for items requiring environmental control for protection.
 - 4. Storage yards and storage buildings shall conform to requirements of Section 1500 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS.
- C. Provide manufacturer's recommended maintenance during storage, installation, and until products are accepted for use by Owner.
- D. Store products to provide access for inspection and inventory control. Contractor shall document products in storage to facilitate inspection and to estimate progress payments for products delivered but not installed in the work.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

PART 4 PAYMENT

4.1 LUMP SUM AND UNIT PRICE BID

A. Payment for work in this section will be included as part of the lump sum and unit price bid amounts stated in the Proposal.

*** END OF SECTION ***

**SECTION 01630
SUBSTITUTIONS AND PRODUCT OPTIONS**

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Contractor's responsibilities.
- B. Substitutions requested after award of Contract.
- C. Substitutions not permitted.
- D. Product options.

1.2 GENERAL

- A. Owner will consider formal requests from Contractor for substitution of products in place of those specified. Provide complete list of all products which are proposed for installation as substitutions or product options. Tabulate list by each specification section. The Contractor shall pay any engineering expenses associated with review of substitution requests.
- B. The above shall not be construed to mean that any substitution for materials and equipment will be allowed. The Owner reserves the right to reject and disapprove any request they deems irregular or not in compliance with the Specifications.

1.3 CONTRACTORS RESPONSIBILITIES

- A. In making request for substitution, Contractor shall specifically represent:
 - 1. Contractor has investigated proposed product or method and determined that they are equivalent or superior in all respects to that specified.
 - 2. Contractor will provide same guarantee for accepted substitutions as for products specified.
 - 3. Contractor will coordinate installation of accepted substitutions into the Work, making such changes as may be required for the Work to be complete in all respects.
 - 4. Contractor waives all claims for additional costs related to substitutions, which consequently become apparent.
 - 5. Cost data is complete and includes all related costs under the contract.
 - 6. Engineering certification of equivalence and adequacy of proposed structural component substitution will be provided.

1.4 SUBSTITUTION REQUIREMENTS DURING THE BIDDING PERIOD

- A. Submit detailed request for substitution in accordance with requirements for submittal of shop drawings and the following additional requirements
1. For construction methods:
 - a. Detailed description of proposed method.
 - b. Drawings illustrating methods.
 2. Itemized comparison of proposed substitution with product or method specified.
 3. Complete data on each material and system for this project only, substantiating compliance of proposed substitution with the Contract Documents.
 4. Data relating to changes in construction schedule.
 5. Accurate cost data on proposed substitution in comparison with product or method specified.
 6. Complete evidence including certified test results and supporting reports indicating compliance with referenced standards.
 7. A statement from the Product Manufacturer stating that warrantee requirements specified are acceptable and that such a warrantee shall be issued upon successful completion of the project.
- B. All substitution requests shall be received in writing by the Owner within five (5) working days before bid opening. Requests received after this date will not be considered.

1.5 SUBSTITUTIONS REQUESTED AFTER AWARD OF CONTRACT

- A. Substitutions will normally not be considered after the date of Contract, except when required, due to unforeseen circumstances. Within a period of Thirty (30) days after date of Contract, the Owner may, at its option, consider formal written requests for substitution of products in place of those specified, when submitted in accordance with the requirements stipulated herein. To receive consideration, one or more of the following conditions must be documented in any such request.
1. The substitution is required for compliance with final interpretation of code requirements or insurance regulations.

2. The substitution is required due to unavailability of a specified product, through no fault of the Contractor.
3. The substitution is required because subsequent information disclosed the inability of the specified product to perform properly or to fit in the designated space.
4. The substitution is required because it has become clearly evident, in the judgement of the Owner, that a substitute would be substantially in the best interest of the Owner in terms of cost, time, or other considerations.

1.6 SUBSTITUTIONS NOT PERMITTED

A. Substitutions will not be considered if:

1. They are indicated or implied on shop drawings or project data submittals without formal request submitted in accordance with requirement of this Section.
2. Acceptance will require substantial revision of Contract Documents or redesign by the A/E, without substantial benefit to Owner.

1.7 PRODUCT OPTIONS

- A. For products specified only by referenced standards, provide products by any Manufacturer meeting standard specified.
- B. For products specified by naming one or more products, provide any product named. If certain conditional requirements are stipulated, each product must comply with those requirements. Products not specifically named must be approved prior to Contract award. Requests for approval of substitutions are subject to meeting requirements stipulated above.
- C. For products specified by naming a product to match existing products or systems, provide product of the same name. There is no option and no substitution will be allowed.

PART 2 PRODUCTS (Not used)

PART 3 EXECUTION (Not used)

***** END OF SECTION *****

SECTION 01650

TESTING, STARTUP AND OPERATION

PART 1 GENERAL

1.1 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Construction Facilities and Temporary Controls: Section 01500
- B. Contract Closeout: Section 01700
- C. Operation and Maintenance Data: Section 01730
- D. Equipment: Division 11
- E. Mechanical: Division 15
- F. Electrical: Division 16

1.2 RESPONSIBILITY

- A. Testing, startup and operation shall not be cause for claims for delay by the Contract and all expenses accruing therefrom, shall be deemed to be incidental to the Contract.
- B. The Contractor shall provide all materials, supplies and labor necessary to efficiently complete the testing, startup and operation.
- C. All power and utility bills shall be paid by the Contractor up to and including the day of final acceptance of the Contract by OWNER. If not paid, these charges shall be treated as claims against the Contractor.
- D. If OWNER chooses to commence operations prior to final acceptance, OWNER will assume payment of all power and utility charges effective the day that operation is assumed by OWNER and notice is given in writing.

1.3 SCHEDULE

- A. Placing all applicable phases of the project in service shall consist of three parts: testing, start up and operations.
- B. Not less than thirty (30) days before anticipated time for beginning the testing, the Contractor will submit to the Engineer for approval, a complete plan for:
 - 1. Schedules for tests.
 - 2. Detail schedules of procedures for startup.
 - 3. Complete schedule of events to be accomplished during startup.
 - 4. Schedule operator training as specified.
 - 5. An outline of work remaining under the Contract that will be carried out concurrently with the operation phases.

1.4 TESTING

- A. Testing shall consist of individual tests and checks made on equipment intended to provide proof of performance of units and proper operation of unit controls together with such necessary tests whether or not described elsewhere in these Specifications to

assure proper alignment, size, condition, capability, strength, proper adjust, lubrication, pressure, hydraulic tests, leakage tests and all other checks deemed necessary by the Engineer to determine that all materials and equipment are of specified quality, properly situated, anchored and in all respects ready for use.

- B. All gravity pipe and pressure piping shall be tested as required by these specifications and applicable codes.
- C. Tests on individual items of equipment, pipelines, vessels, structures, tanks, controls and other items shall be as described in various sections describing such items.
- D. Testing will be done by the Contractor in the presence of an Inspector designated by the Engineer. Records of all official tests will be made by the Inspector.
- E. During tests, the Contractor shall correct any defective work discovered or that is not in first class operating condition.

1.5 STARTUP

- A. Startup shall consist of testing by a simulated operation, all operational equipment and controls. The purpose of these tests shall be to check that all equipment will function under operating conditions, that all interlocking controls and sequences are properly set and that the facility will function as an operating unit.
- B. Checks for leakage of tanks, ponds, piping, valves, gates and all other hydraulic systems and structures will be made.
- C. Factory representatives of all major units shall be present for the startup phase. The test shall continue until it is demonstrated that all disfunction of controls and machinery are corrected.
- D. The startup shall not begin until all tests required by these Specifications have been completed and approved by the Engineer..

1.6 OPERATION

- A. Operation of the facility shall be immediately started after completion of testing and startup and after satisfactory repairs and adjustments have been made and providing supply and disposal facilities furnished by others are available. If these facilities are not available, the plant will be closed down and no further testing or operation by the Contractor will be required. The Contractor, however, will be responsible that all details required by the Contract shall remain in good order until final acceptance of the whole Contract.
- B. The facility will be operated by personnel placed on the project by OWNER who will perform all duties and operate all equipment.
- C. Taking possession and use of the facility shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents.

- D. If such prior use increases or causes refinishing of completed work, the Contractor shall be entitled to such extra compensation or extension of time or both, as the Engineer may determine.

***** END OF SECTION *****

SECTION 01700
CONTRACT CLOSEOUT

PART 1 GENERAL

1.1 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Adjusted Payments for Delay: Article 3 General Conditions
- B. Payments: Article 9 General Conditions
- C. Certification and Final Payment: Article 9 General Condition
- D. Coordination and Site Conditions: Section 01040
- E. Project Record Documents: Section 01720
- F. Operation and Maintenance Data: Section 01730

1.2 SUBSTANTIAL COMPLETION

- A. Contractor
 - 1. After testing and startup, submit written certification to Engineer that Project or designated portion of Project is substantially complete.
 - 2. Submit punch list of items to be completed or corrected.
- B. Engineer will make an inspection after receipt of Contractor's certification, together with OWNER's representative.
- C. If it appears to the Engineer and OWNER that work is substantially complete:
 - 1. The Engineer may request of and Contractor shall prepare and submit to the Engineer, a list of items to be completed or corrected as determined by the inspection.
 - 2. If the Engineer then considers the work to be substantially complete, the Engineer may, with OWNER's approval, issue a Certificate of Substantial Completion, with appropriate conditions, accompanied by a list of the items to be completed and corrected, as verified and amended by Engineer. Omission of any item from the list shall not relieve Contractor from responsibility to complete all the work in accordance with the Contract.
 - 3. OWNER occupancy of Project or designated portion of Project:
 - a. OWNER may use all or part of the work within the time designated in the Certificate of Substantial Completion, upon notice to the insurance company or companies as provided in Article 9 of the General Conditions.
 - 4. Contractor shall complete all the work within the time designated in the Certificate, or if not so designated within a reasonable time.
- D. Should the Engineer and OWNER consider that work is not substantially complete:

1. Engineer shall notify Contractor, in writing stating reasons and list of items.
 2. Contractor shall complete work and send second written notice to Engineer and OWNER certifying that Project or designated portion of Project is substantially complete.
- E. Warranties: Under Article 7 of the General Conditions guarantee and warranty periods begin with the date of final acceptance. However, in connection with any specific equipment certified by the Engineer as completed and its use or operation thereof for its intended purpose is assumed by OWNER, the warranty period for such equipment shall begin with the beginning date of such use or operation.

1.3 FINAL INSPECTION

- A. Contractor shall submit written certification that:
1. Contract Documents have been reviewed.
 2. Work has been completed in accordance with Contract Documents.
 3. Equipment and systems have been tested in presence of OWNER's representative and are operational.
 4. Project is completed, and ready for final inspection.
- B. Engineer will make final inspection within a reasonable time after receipt of certification.
- C. Should Engineer consider that work is complete in accordance with requirements of Contract Documents, Engineer shall request Contractor to make project closeout submittals.
- D. Should Engineer and OWNER consider that work is not complete:
1. Engineer shall notify Contractor, in writing, stating reasons.
 2. Contractor shall take immediate steps to remedy the stated deficiencies, and send second written notice to Engineer certifying that work is complete.
 3. Engineer will reinspect work.

1.4 REINSPECTION COSTS

In addition to any overtime inspection due under Article 9 of the General Conditions, should Engineer be required to perform second inspections because of failure of work to comply with original certifications of Contractor, OWNER will compensate Engineer for additional services as stated in said article and charge Contractor for such fees at the Engineer's currently established billing rate.

1.5 CLOSEOUT SUBMITTALS

- A. Project Record Documents: To requirements of Section 01720.
- B. Guarantees and bonds required by these specifications: See Article 7 of General Conditions and specific equipment or material specifications.

- C. Easement Release: (where applicable).
- D. At the close of the Contract Contractor shall:
 - 1. Pay all utility bills.
 - 2. Remove all electrical, sanitary, gas, telephone, water, offices and any other temporary service equipment that may remain.
 - 3. Arrange for transfer of electrical, water and other applicable utility accounts to OWNER's name.
- E. Deliver evidence of compliance with requirements of governing authorities (where applicable).

1.6 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit final statement of accounting to Engineer.
- B. Statement shall reflect all uncompleted adjustments
 - 1. Additions and deductions resulting from:
 - a. Previous Change Orders.
 - b. Cash Allowances.
 - c. Unit Prices.
 - d. Other Adjustments.
 - e. Deductions for Liquidated Damages.
 - 2. Unadjusted sum remaining due.

1.7 FINAL APPLICATION FOR PAYMENT

Contractor shall submit final application for payment in accordance with requirements of General Conditions and shall reflect the final adjustment of accounts in Paragraph 1.6.

1.8 FINAL CERTIFICATE FOR PAYMENT

- A. Engineer will issue Final Certificate in accordance with provisions of General Conditions.
- B. Should final completion be materially delayed through no fault of Contractor, Engineer may issue a Final Certificate for Payment, in accordance with provisions of General Conditions and existing laws.

1.9 POST-CONSTRUCTION INSPECTION

- A. Prior to expiration of one year from Date of Substantial Completion or Final Acceptance, Engineer may make visual inspection of Project in company with OWNER and Contractor to determine whether correction of work is required, in accordance with warranty/guarantee provisions of General Conditions.

- B. For guarantees beyond one year, Engineer will make inspections at request of OWNER, after notification to Contractor.
- C. OWNER will promptly notify Contractor, in writing, of any observed deficiencies.

***** END OF SECTION *****

SECTION 01720
PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.1 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Closeout Submittals: Article 9 General Conditions and Section 01700.
- B. Coordination and Site Conditions: Section 01040
- C. Shop Drawings, Project Data, and Samples: Section 01340
- D. Operation and Maintenance Data: Section 01730

1.2 MAINTENANCE OF RECORD DOCUMENTS

- A. Contractor shall maintain at job site, one record copy of:
 - 1. Contract Drawings.
 - 2. Project Specifications.
 - 3. Addenda.
 - 4. Reviewed Shop Drawings.
 - 5. Change Orders.
 - 6. Other Modifications to Contract.
 - 7. Field Test Records.
 - 8. Operational and Maintenance Data Delivered with Mechanical and Electrical Equipment.
 - 9. Certified Weight Tickets
- B. Store record documents apart from working documents used for construction.
- C. Provide files and shelves for storage of record documents.
- D. Maintain record documents in clean, dry, legible condition.
- E. Do not use record documents for daily construction purposes.
- F. Make record documents available at all times for inspection by Engineer and OWNER.

1.3 RECORDING

- A. Do not permanently conceal any work until required information has been recorded.
- B. Keep record documents current.
- C. Contract Drawings: Legibly mark to record actual construction:
 - 1. Horizontal and vertical location of underground utilities and appurtenances and references to permanent surface improvements.
 - 2. Field changes of dimension and detail.
 - 3. Changes made by Change Order.
 - 4. Details not on original Contract Drawings.
- D. Specifications and Addenda: Legibly mark up each Section to record:
 - 1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
 - 2. Changes made by Change Order.

3. Other matters not originally specified.

E. Shop Drawings: Maintain as record documents; legibly annotate drawings to record changes made after review.

1.4 SUBMITTAL

A. At completion of project, deliver complete set of all record documents to Engineer.

B. Accompany submittal with transmittal letter signed by Contractor or his authorized site representative.

*** * * END OF SECTION * * ***

SECTION 01730
OPERATION AND MAINTENANCE DATA

PART 1 GENERAL

1.1 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Testing, Startup and Operation: Section 01650
- B. Shop Drawings, Product Data and Samples: Section 01340
- C. Contract Closeout: Section 01700
- D. Material and Equipment Specified: All Divisions

1.2 REQUIREMENTS

- A. The Contractor shall submit to Engineer two copies of draft operations and maintenance manuals for each major piece of equipment and system component at least 30 days prior to scheduled testing and at least 30 days prior to submitting written notice of substantial completion.
- B. Engineer and OWNER will review and return one copy with comments. If corrections are required, the Contractor will make corrections and resubmit one corrected copy plus corrected pages for the copy in OWNER's possession.
- C. Upon approval, the Contractor will furnish six (6) copies of the Operations and Maintenance Manuals. Complete approval of all required manuals will be a condition for final completion and payment.
- D. The Operations and Maintenance Manuals will include as a minimum the following:
 - 1. Table of Contents.
 - 2. System Description and Functions of Individual Items of Equipment.
 - 3. As Built Layout. Include locations of all elements and wiring diagram of control circuits.
 - 4. Operations and Maintenance Instructions for each major item of equipment. These instructions will clearly identify the equipment actually provided and information pertaining to other models or variations will be lined out. The instructions will include information on:
 - a. Operating conditions
 - b. Installation instructions
 - c. Startup procedures
 - d. Shut down procedures
 - e. Maintenance instructions

f. Trouble shooting procedures.

5. Maintenance Schedules - Cross reference these schedules to specific paragraphs in the O&M Instructions.
6. Spare Parts and lubricants lists
7. Warranties

E. Specific requirements for the Electrical Operations and Maintenance Manual are included in Division 16.

1.3 MANUAL ASSEMBLY

- A. Data shall be bound in first quality, heavy, permanent 3-ring type binders.
- B. Manuals shall be assembled and indexed so that information on any piece of equipment can be readily found.

1.4 MAINTENANCE SCHEDULE

- A. Maintenance schedules for each item of equipment will include a "summary of maintenance" substantially in the format as attached:

(Typical Maintenance Summary Form attached)

***** END OF SECTION *****

TYPICAL MAINTENANCE SUMMARY FORM

1. EQUIPMENT ITEM
2. MANUFACTURER
3. EQUIPMENT IDENTIFICATION NUMBER(S)
4. WEIGHT OF INDIVIDUAL COMPONENTS (OVER 100 POUNDS)
5. NAMEPLATE DATA (hp, voltage, speed, etc.)
6. MANUFACTURER'S LOCAL REPRESENTATIVE

Name _____ Telephone No. _____

Address _____

7. MAINTENANCE REQUIREMENTS

| Maintenance Operation | Frequency | Lubricant (If Applicable) | Comments |
|--|--|---|----------|
| List briefly each maintenance operation required and refer to specific information in manufacturer's standard maintenance manual, if applicable. | List required frequency of each maintenance operation. | Refer by symbol to lubricant list required. | |

8. LUBRICANT LIST

| Reference Symbol | Shell | Standard Oil | Gulf | Arco | Or Equal |
|-------------------------------------|---|--------------|------|------|----------|
| List symbols used in Item 7. above. | List equivalent lubricants, as distributed by each manufacturer for the specific use recommended. | | | | |

9. SPARE PARTS. Include your recommendations regarding what spare parts, if any, should be kept on the job. ***** END OF SECTION *****

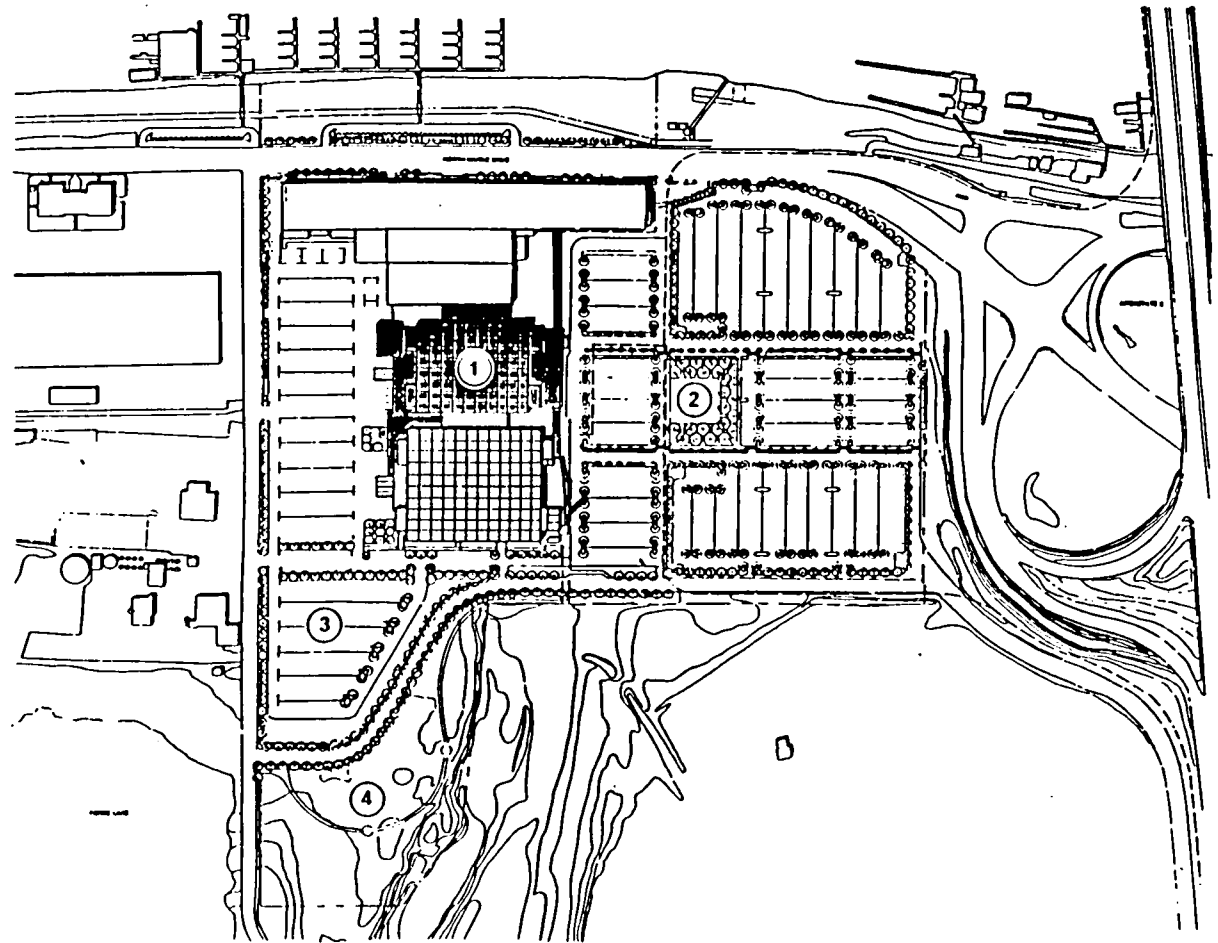
APPENDIX 1

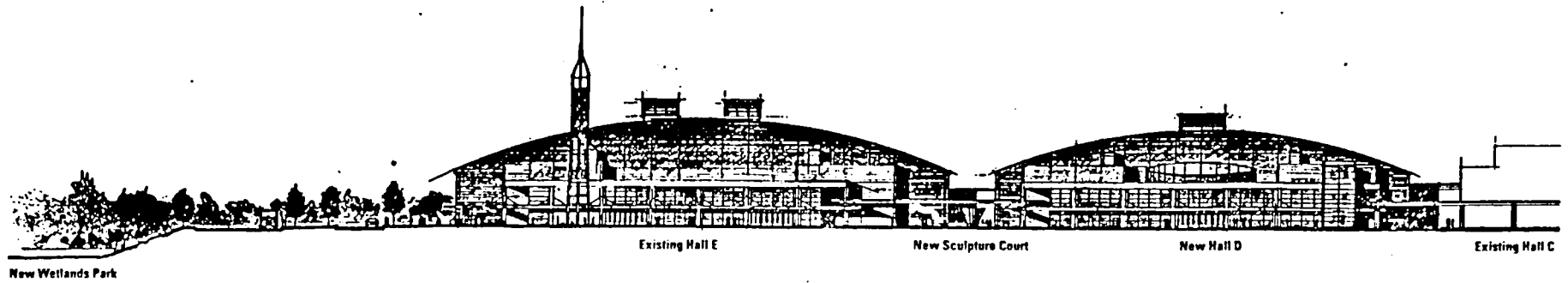
**EXPO Hall D
Preliminary Drawings**

THE PROPOSED ADDITION

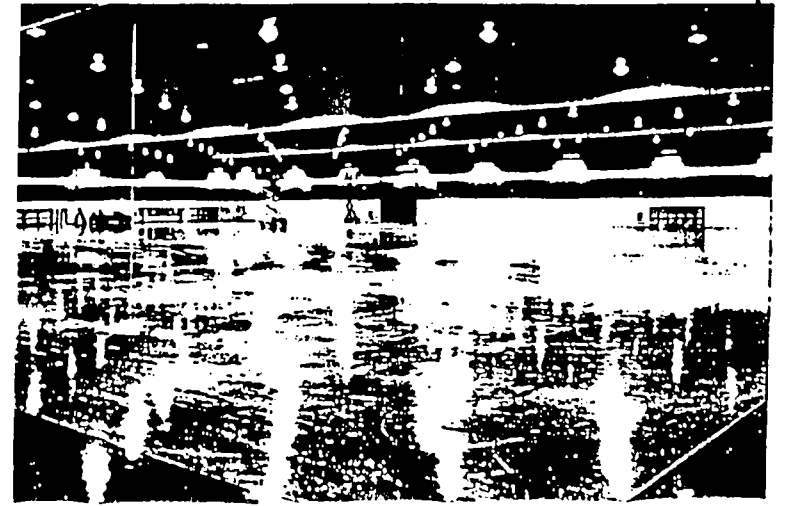
The replacement of Hall D will leverage on the success of Hall E, improving the facilities and services available to Expo event producers, exhibitors and attendees. The new project will replicate many of the successful features of Hall E and include the following components:

- 1 Replacement of Hall D with a new 72,000 SF, divisible, column-free Exhibit hall with a large lobby, ticket office, meeting rooms, upper level administrative office, central kitchen, truck bays and support space totaling 30,000 SF. The two-story lobby will feature a large atrium skylight to enhance meeting, lounge and office areas on two floors. Many efficient elements of Hall E will be incorporated, including concrete tilt up walls, bow-truss roof structure, high intensity/wide dispersal lighting matrix, roof-top HVAC units and divider-wall system. Additionally, the new Hall D will include a centralized Expo administrative office, full service commercial kitchen and loading dock with corridor connections to both Hall E and Hall C.
- 2 Newly landscaped Visitor parking facilities and a central landscaped "Court" will be developed to meet Landscape zoning requirements and accommodate open air exhibition requirements.
- 3 Exhibitor and service area parking facilities will be increased and landscaped with realignment of the existing perimeter road.
- 4 An existing Wetlands area will be stabilized and preserved as a community asset with a nature walk connecting Expo Center to Force Lake.





A new Wetlands Park Preserve is proposed as part of the Addition project. The Preserve will stabilize a valuable Wetland resource, and provide a recreation benefit to Expo users and the community.



Similar to Hall E, the new Hall D will provide 77,000 SF of divisible column free, air conditioned space with state of the art lighting and floor utilities.

APPENDIX 2

Sample Personal Services Contract

Project _____
Contract No. _____

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective this _____ day of _____, by and between the Metropolitan Exposition-Recreation Commission (MERC) a commission of Metro, hereinafter called "Owner," and _____ hereinafter called "the Contractor."

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Duration. This personal services agreement shall be effective _____ and shall remain in effect until and including _____, unless terminated or extended as provided in this Agreement.

2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A — Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.

3. Payment. MERC shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed _____ AND _____/100THS DOLLARS (\$_____).

4. Insurance.

a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:

(1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and

(2) Automobile bodily injury and property damage liability insurance.

b. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.

c. Metro, its elected officials, departments, employees, agents and MERC's Commission and employees shall be named as ADDITIONAL INSUREDS. Notice of

any material change or policy cancellation shall be provided to MERC 30 days prior to the change or cancellation.

d. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide MERC with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

e. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

f. Contractor shall provide MERC with a certificate of insurance complying with this article and naming Metro and MERC as an additional insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials and MERC's Commissioners and employees harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

6. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow MERC the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years after MERC makes final payment and all other pending matters are closed.

7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of MERC, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to MERC all rights of reproduction and the copyright to all such documents.

8. Project Information. Contractor shall share all project information and fully cooperate with MERC, informing MERC of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of MERC.

9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement.

Under no circumstances shall Contractor be considered an employee of MERC. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to MERC.

10. Right to Withhold Payments. MERC shall have the right to withhold from payments due to Contractor such sums as necessary, in MERC's sole opinion, to protect MERC against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

11. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279, and the recycling provisions of ORS 279.545 - 279.650, to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

12. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

13. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

14. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, MERC may terminate this Agreement by giving Contractor seven days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

15. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by MERC of that or any other provision.

16. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

CONTRACTOR

By _____

Title _____

Date _____

MERC

By _____

Title _____

Date _____

APPENDIX 3

Sample Construction Services Agreement

AGREEMENT

Contract No. _____

MERC
777 NE Martin Luther King, Jr. Blvd.
PORTLAND, OREGON 97232

EXPO CENTER Hall D Construction

THIS AGREEMENT made and effective this _____ day of _____, by and between the Metropolitan Exposition-Recreation Commission (MERC) a commission of Metro, hereinafter called "Owner," and _____ hereinafter called "the Contractor."

WITNESSETH:

That the Contractor and Owner for the considerations hereinafter named agree as follows:

1. Scope of Work: The contractor, in consideration of the covenants, agreements, and payments to be performed and made by Owner, hereby covenants and agrees to provide all necessary labor, materials, transportation, equipment, and other means required to execute, construct, and furnish in full compliance with the contract documents, in an expeditious, substantial and workmanlike manner, the work and material hereinafter referred to as "the Work" and described as:

THE EXPO Center Hall D Construction

The Contractor agrees that the following are hereby incorporated by reference and shall be made a part of this Agreement as if fully set forth herein. (1) Owner's Request for Proposal, dated _____ and all subsequent Addenda; (2) The Contractor's response to the Request for Proposal, dated _____; (3) The design development project drawings and specifications, dated _____, which were the basis of the Guaranteed Maximum Price (GMP) proposal; (4) The Contractor's GMP Budget Proposal dated _____, GMP Estimate Summary Sheet dated _____, and Exhibits _____ attached hereto; (5) The Contractor's phasing and scheduling drawings including narratives; (6) Performance and Payment Bonds (Exhibit __, attached hereto).

The foregoing documents are listed in descending order of precedence; conflicts among those documents shall be resolved in favor of the document that occurs earliest in the list. This Agreement shall take precedence over all incorporated documents.

2. Examination of Site: By executing this Agreement, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the

Work is to be performed, and correlated personal observations with the requirements of the contract documents.

3. Time is of the Essence: It is understood that time is of the essence in performing the Work and the Contractor shall provide the necessary equipment and personnel to Substantially complete the entire project by March 17, 2001.

4. Liquidated Damages for Late Completion: The Contractor recognizes that failure to substantially complete the Work by the stipulated date shall result in expense and damage to Owner and shall be a material breach of this Agreement. Because of the difficulty in determining the actual loss and monetary damages to Owner due to failure to substantially complete the Work by the agreed upon substantial completion date, the Contractor agrees to pay Owner, as damages representing a reasonable approximation of the actual damages which Owner would suffer in such event, and not as penalty, **liquidated damages of \$1,000 for each and every calendar day that the work is not complete on the entire project starting March 17, 2001.**

Owner will inspect the work and, within 15 calendar days after receiving written notice from the Contractor that the work is finally complete, either accept the work or reject it and notify the Contractor of work yet to be performed. Owner will make final payment within 30 calendar days after final acceptance of the last element of work to be finally completed.

5. Contractor's Duties and Status: The Contractor recognizes the relationship of trust and confidence established between the Contractor and Owner by this Agreement. He covenants with Owner to furnish the best skill and judgment and to cooperate with the Project's Architect in forwarding the interests of Owner. The Contractor agrees to furnish efficient business administration and superintendence and to use every effort to Keep an adequate supply of workers and materials at all times, and to perform in the best and soundest way and in the most expeditious and economical manner consistent with the interest of owner.

6. Guaranteed Maximum Price: This Agreement is a Contract with a guaranteed maximum price, herein referred to as "GMP." The total construction cost, plus allowances (if any), plus any Owner's contingency plus the fixed fee amount, will constitute the GMP.

| | |
|--|----------|
| • Cost of Work | \$ _____ |
| • Allowances | \$ _____ |
| • Contingency | \$ _____ |
| • Subtotal | \$ _____ |
| • Contractor's Fee (___ % of Subtotal) | \$ _____ |
| • Total = GMP | \$ _____ |

7. Basis of Payment: The basis for payment is the reimbursable costs, as identified hereinafter, plus a Fixed Fee which shall be the full compensation to the Contractor for his services provided that the total payment under the contract shall not exceed the GMP. Owner will review and approve payment requests prior to issuance of payment.

(a) Costs to be Reimbursed: Subject to the limit established by the GMP, Owner agrees to reimburse the Contractor directly for all costs necessarily incurred for the proper execution of the Work, such reasonable costs to include the following items, and to be at rates no higher than the standard paid in the locality of the Work, and as approved by Owner.

- (1) Salaries or wages of all craft labor, including field foremen, together with any Social Security and Unemployment Insurance Taxes, State or Federal, and any fringe benefits required by law, labor agreement, or otherwise in connection with the Work.
- (2) Salaries of the Contractor's salaried employees when stationed at the field office; employees engaged at shops or on the road and in expediting the production or transportation of materials or equipment together with an agreed upon percentage for fringe benefits. The number of employees is subject to prior agreement and approval of Owner.
- (3) It is the intention of the parties that the majority of self performed work authorized by this Contract will be reimbursed and treated as a subcontract. For that portion of the work described as job services the Contractor may use Contractor-furnished craft labor. The Owner will reimburse the Contractor for this craft labor for the direct cost of wages, payroll taxes and fringe benefits plus a 3 percent surcharge to cover the cost of the craft labor administrative expense. In the event the Contractor elects to use hourly employees for non-self performed supervisory work, the 3% surcharge will not apply to the labor charge.
- (4) Subsistence and travel costs, for the Contractor's salaried employees stationed in the field office when in direct performance of the work, with prior Owner approval.
- (5) Premium overtime costs for any craft labor as referred to in paragraph 7.a.1 of this section, with prior Owner approval for additional work required by Owner when no time extension is allowed.
- (6) Field office supplies and services including office supplies, blueprints, messenger services, fax machines, computers, two way radios, telephone, postage, reproduction, photographs and other equipment or materials that shall be approved by Owner following submittal of listing by Contractor of aforementioned items.
- (7) Safety, safety awards, safety lunches, drug and alcohol testing, first aid, and temporary fire protection costs.
- (8) Jobsite temporary services and facilities including structures (shacks, offices, pedestrian walkways, etc.) sanitation, roads, heat, light, water, air, etc.

(9) Materials, subcontracts, expendable supplies and transportation required for the proper execution of the Work.

(10) Costs of permits, fees, business and occupational, and sales taxes or similar taxes required by law which the Contractor is obligated to pay other than personal property taxes on the Contractor's construction equipment and net income taxes. Costs of licenses, royalties, bond premiums (both Contractor and subcontractor), insurance premiums and computer charges incurred by the Contractor in connection with the Work. Costs of building permits are not included in the GMP.

(11) Transportation of the Contractor's tools, machines, and equipment to the site, the fueling and maintenance thereof during the course of the Work, and the cost of unloading and loading said tools, machines, and equipment.

(12) Reimbursement for use of Contractor owned equipment shall be at a rate to be agreed upon by Owner prior to start of the Work plus cost of fuel and routine maintenance without additional markup. Prior to use of such equipment, the Contractor shall furnish Owner with an analysis of the cost of rental owned by third parties versus Contractor owned rental rates. For those items of Contractor owned equipment for which the total rental is expected to exceed the replacement cost as determined prior to beginning work, Owner will have the right to discontinue further monthly rental payments beyond the replacement value but retain the service of the equipment; reimbursing the Contractor only for fuel and routine maintenance costs.

(13) Rental of equipment owned by third party equipment vendors while it is engaged in Contract Work, plus fuel and routine maintenance at the Contractor's actual cost without markup.

(14) Owner will receive the benefit of all trade and quantity discounts, but no time discounts, allowed by suppliers and taken by the Contractor.

(15) Cost of data processing services at the Contractor's rates established prior to the start of contract work subject to Owner approval.

(16) Costs for "offsite" storage of materials subject to Owner approval.

(b) Contingency: is an amount agreed upon by the parties and included within the GMP. This contingency is expected to be utilized for allowance overages or other items that are specifically approved in writing by Owner. The contingency may only be expended by the Contractor for the Cost of the Work with prior written notification and written consent of the Owner.

(c) Allowances: are those items for which there are unidentifiable risks, incomplete designs, or unknown conditions that have been estimated by the Contractor and included in the GMP. If the final cost of an allowance item is more

or less than the estimated amount, the contingency may be increased or decreased by a commensurate amount. In addition, if the contingency is depleted, then the GMP may be adjusted by Change Order by an amount equal to the difference between the final cost of the allowance item and the estimated allowance amount.

ALLOWANCE ITEMS

(ITEMIZED LISTING OF ALLOWANCES TO BE ATTACHED HERETO)

- (1) The GMP includes the listed allowances. Owner will review the Contractor's proposals for each allowance prior to the Contractor commencing work covered by such allowance.
- (2) Unless otherwise stated, these allowances cover all costs related to the described items including material, equipment, delivery, taxes, handling costs, installation costs, subcontracts and subcontract modifications which shall be documented and reported to Owner.
- (3) The Contractor's costs for overhead and fees shall be included in the reimbursable costs and fixed fee stated in Paragraphs 7 and 9 of this Agreement and shall not be included in the allowances.
- (4) If the final cost of an allowance item is more or less than the estimated allowance, the contingency may be increased or decreased by a commensurate amount. In addition, if the contingency is depleted, then the GMP may be adjusted by Change Order by an amount equal to the difference between the final cost of the allowance item and the estimated allowance amount.

8. Subcontractors: The Contractor agrees to request and accept subcontractors' bids for construction work required for the Work.

9. Contractor's Fee: Owner agrees to pay the Contractor, in addition to the costs to be reimbursed as described herein, as compensation for Contractor services, a fixed fee of \$ _____ which is based on _____% of the Cost of the Work, Allowances (if any) and Contingency at GMP establishment.

Notwithstanding the above, the fixed fee will not change unless the final total construction cost, as adjusted by subsequent change orders and allowance adjustments (if any), increases or decreases the amount of the original construction cost by 10 percent or more. If such increase or decrease occurs, then the fixed fee will be adjusted up or down respectively by the percentage used to establish the fixed fee, but only on that portion of the construction cost above or below the 10% limitation.

Costs Included in the Fixed Fee: The fixed fee shall be the Contractor's sole compensation for profit and certain costs, including but not necessarily limited to costs allocable to:

- a. Salary of the Contractor, if an individual; or salary of any partner, if a partnership or joint venture; or salary of any officer of the Contractor, if a corporation.
- b. Salary of any person employed, during the execution of this Work, in the main office or in any regularly established branch office except as stated in Subparagraph 7.a. (2) of this Agreement.
- c. Overhead or general expenses of any kind, except as these may be expressly included in Paragraph 7 above, in which case they may be included as reimbursable costs or in the fixed fee, but not both.
- d. Interest on capital employed either in the plant or in expenditures of the Work.
- e. Cost of hand tools, canvas and tarpaulins and other such materials consumed in the prosecution of the Work, and depreciation on such tools, canvas and tarpaulins used but not consumed and which shall remain the property of the Contractor.
- f. Cost of preparation of the Contractor's Response to Owner's Request for Proposal, Guaranteed Maximum Price, and Agreement.
- g. Profit.
- h. Any costs in excess of the GMP.

10. Items of Work Furnished by Owner: Certain work, equipment, or building components may be procured by Owner outside of the Agreement. As a part of the Work under this Agreement, the Contractor may also be required to make final mechanical and electrical connections on equipment furnished and/or installed by Owner. The Contractor may also be required to install equipment or components furnished by Owner. It is the intent that the Contractor will be required to manage and coordinate the completion of such work as a part of his services under this Agreement.

11. Discounts: Trade discounts for purchase of materials and services shall accrue to Owner, and cash discounts for prompt payment of invoices shall accrue to the Contractor.

12. Accounting: The Contractor shall check materials and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. Owner shall be afforded access to the Work and to the Contractor's records, correspondence, receipts, vouchers, memoranda, etc., relating to this Agreement at the project site office. Books of account shall be kept in accordance with generally acceptable accounting practices and be subject to audit annually.

13. Progress Payment: The Contractor may submit periodically, but not more than once each month, a request for payment for work performed, materials delivered and stored on the site and progress payment of the Contractor's fixed fee equal to the percentage used to establish the fixed fee times the reimbursable costs for each payment request. Payment requests shall show in detail and as completely as possible, monies paid by the Contractor on account of the cost of the work during the period involved, with copies of payroll for labor, records of equipment used, copies of bills and subcontractors invoices. 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 GMP among the various pieces of work, except the Contractor's fee, the contingency amount and the allowances shall be shown as separate items. Applications for payment shall show the percentage of completion for each portion of the Work as of the end of the period covered. The percentage of completion shall be the lesser of; (1) the percentage of that portion of the Work that has actually been completed, or (2) the percentage obtained by dividing the expense that has been paid for that portion of the work by that portion of the Work's percentage of the GMP as indicated on the approved schedule of values. Payment requests shall be submitted to Owner, who will promptly verify the correctness thereof for payment. Payment will be due and payable promptly by Owner. Final payment will be processed in the same manner. Progress payments will be made in accordance with General and Supplementary Conditions for payments and retainage.

14. Successors and Assigns: The Agreement shall insure to the benefit of and be binding upon Owner and the Contractor, respectively, and their respective partners, successors, assigns, and legal representatives. Neither Owner nor the Contractor shall have the right to assign, transfer, or sublet his interests or obligations hereunder without written consent of the other party. Owner shall approve subcontractors and subcontracts.

15. Under the same date as this Agreement, the Contractor is furnishing Owner with a corporate surety bond with _____, as surety, in the full amount of the GMP. The said bond shall insure full compliance, full execution and performance of this Agreement by the contractor in accordance with all of its terms and provisions.

16. The Contractor agrees to abide by the requirements of ORS 279.350 governing the payment of prevailing wage rates.

17. The Contractor agrees to comply with all federal and state laws and regulations regarding nondiscrimination in employment, employee benefits, and facilities.

18. The Contractor agrees to seek the participation of Minority and Women Owned Business Enterprises in the prosecution of the Work.

This Agreement and the documents expressly incorporated by reference constitute the parties' entire agreement regarding this matter and supersede all prior agreements or communications regarding the same matter. This Agreement may be modified only by writing signed by an authorized representative of each party.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed.

MERC

Signed: _____

Title: _____

Date: _____

Contractor

Chairman

Date

Secretary / Treasurer

Date

State of Oregon
Construction Contractors Board
Registration No. _____

Workers' Compensation Insurance
Identification No. _____

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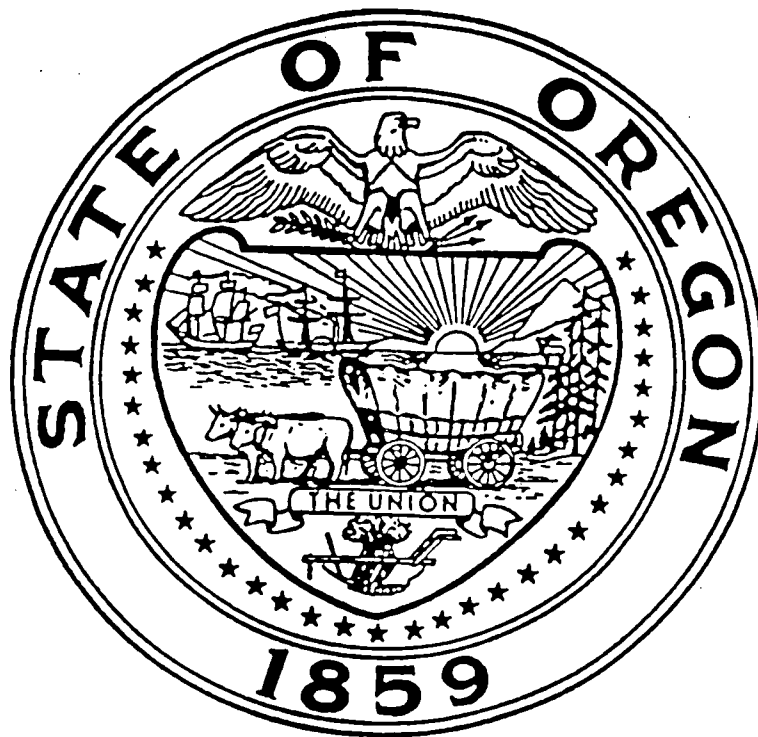
APPENDIX 4

Boli Prevailing Wage Rates

PREVAILING WAGE RATES

for

Public Works Contracts in Oregon



OREGON BUREAU OF LABOR AND INDUSTRIES

Jack Roberts
Commissioner
Bureau of Labor and Industries

Effective January 15, 1999



BUREAU OF LABOR AND INDUSTRIES

January 15, 1999

Under Oregon law, the Commissioner of the Bureau of Labor and Industries publishes the state's prevailing wage rates twice annually, in January and July, with quarterly updates in April and October. The rates are determined using a statewide construction industry wage survey of occupations and crafts performing commercial, heavy and highway construction in 14 specific geographic regions of the state. The 1998 survey collected 1.2 million hours of construction employment wage information for over 100 craft occupations, reported by contractors for a peak week of employment between June 21 and August 15, 1998.

Prevailing wage rates are the minimum wages that must be paid to all workers employed in the construction, reconstruction, major renovation or painting of all public works, unless specifically exempted by state law. Copies of these rates must be incorporated into all bid specifications when the advertisement for such public works contracts is issued. A provision that prevailing wage rates must be paid must also appear in the contract. The rates in effect at the time the bid specifications are first advertised are those that apply for the duration of the project, with one exception: If, during the bidding process, the prevailing wage rates change, the public contracting agency has the option of amending the bid specifications to reflect such changes.

If you identify any errors in the rates published, please bring them to the attention of the Prevailing Wage Rate Coordinator in Portland (503-731-4074). If you have any questions about the manner in which the prevailing wage rates are enforced, contact the Wage and Hour Division in Portland (503-731-4074), or any of the bureau's field offices.

JACK ROBERTS
Commissioner
Bureau of Labor & Industries

THIS INFORMATION IS AVAILABLE IN AN ALTERNATE FORMAT

Pursuant to ORS 279.348 to ORS 279.380, the prevailing wage rates contained in this booklet have been adopted for use on public works contracts in Oregon. Additional copies of this booklet are available for \$2.00 each.

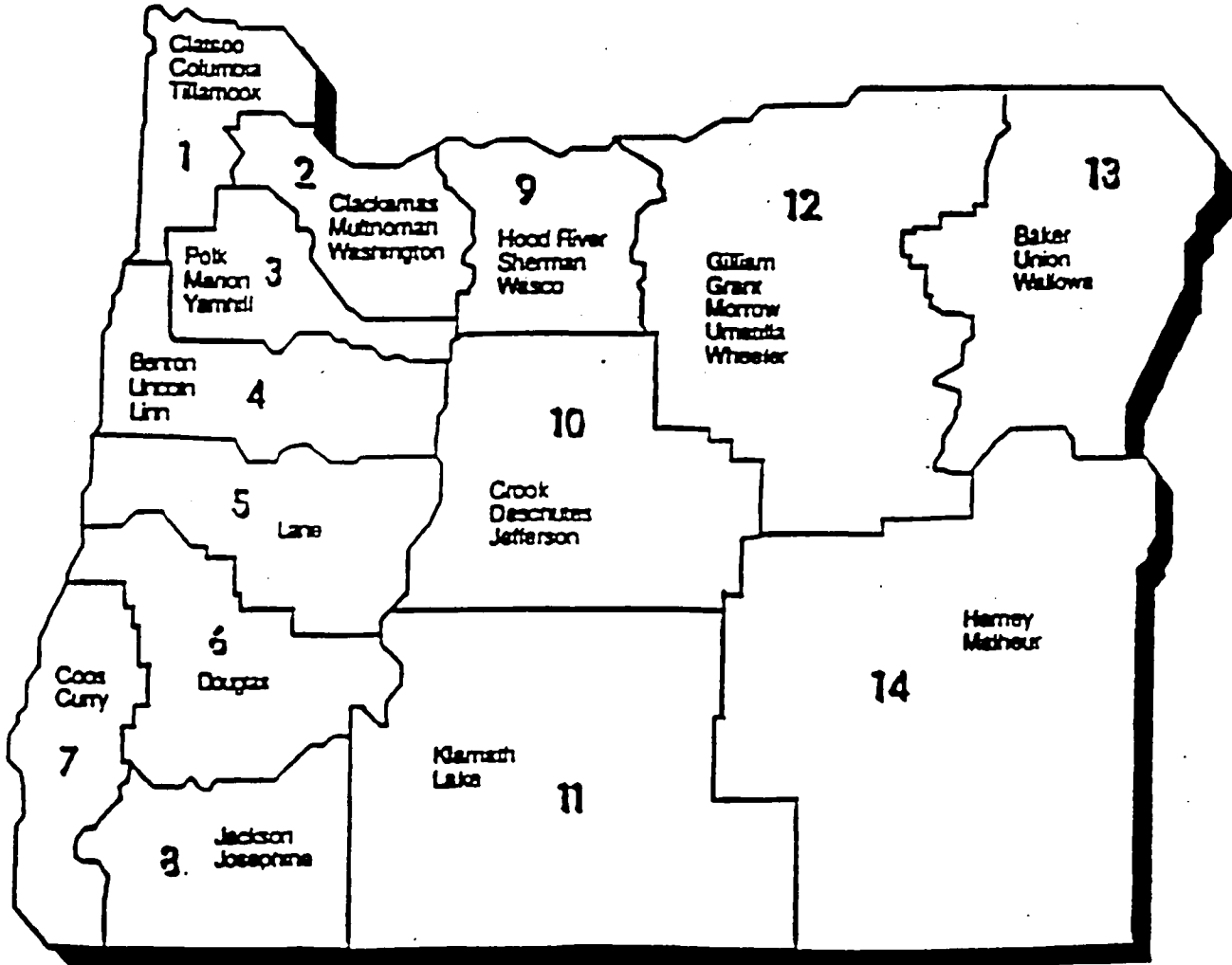
For specific information or questions regarding prevailing wage law, you may obtain a "Prevailing Wage Rate Laws" handbook by contacting the nearest Oregon Bureau of Labor and Industries office.

All of the information in these booklets can be accessed and printed from the Internet at: www.boli.state.or.us

Bureau Offices

| | | |
|----------|---|----------------|
| Bend | 1250 NE 3rd, #B-105, Bend, OR 97232 | (541) 388-6330 |
| Eugene | 165 E 7th, Rm 220, Eugene, OR 97401 | (541) 686-7623 |
| Medford | 700 E Main, Ste 105, Medford, OR 97504 | (541) 776-6270 |
| Portland | 1327 SE 3rd St, Rm 110, Pendleton, OR 97801 | (503) 731-4074 |
| Salem | 3865 Wolverine St NE, Bldg E-1, Salem, OR 97305 | (503) 378-3292 |

PREVAILING WAGE RATE REGIONS



1998 DEFINITIONS OF COVERED OCCUPATIONS

1. Asbestos Workers/Insulators

Installation of insulation on mechanical* systems for thermal and acoustical purposes. Also the installation of fire stop penetrations on electrical and mechanical systems.

*Mechanical systems include pipes, boilers, ducts, flues, breaching, grease ducts and acid ducts. This also includes all labor connected with the handling and distribution of materials for these systems.

Hazardous Materials Handler/Mechanic**

Removal of regulated material on mechanical systems which *are not going to be scrapped*.

**The removal of all regulated materials from mechanical systems is exclusively the work of Hazardous Materials Handlers, unless the mechanical systems are going to be scrapped. Laborers do all removal of regulated materials on mechanical systems to be scrapped and any non-mechanical (walls, ceiling, floors, beams, etc.) insulation. Laborers also do loading of any regulated material after it has been removed, bagged, and tagged, as well as cleanup at the removal site and all work done at the disposal site. Persons performing the removal of contained regulated materials are classified as Laborers (#18).

NOTE: Regulated materials are those materials that are regulated for the purpose of protecting the environment or for personal protection by either E.P.A., O.S.H.A., D.E.Q., or Federal O.S.H.A.

2. Boilermakers

Construct, assemble, maintain, and renovate stationary steam boilers and boiler house auxiliaries. Align structures or plate sections to assemble boiler frame tanks or vats, following blueprints. Work involves use of hand and power tools, plumb bobs, levels, wedges, dogs, or turnbuckles. Assist in testing assembled vessels. Direct cleaning of boilers and boiler furnaces. Inspect and reconstruct boiler fittings, such as safety valves, regulators, automatic-control mechanisms, water columns, and auxiliary machines.

3. Bricklayers/Stonemasons

Bricklayers

Lay-building materials, such as brick, structural tile, concrete, cinder, glass, gypsum, and terra cotta block (except stone), to construct or renovate walls, partitions, arches, sewers, and other structures. Include Refractory Brickmasons, when working on site of construction.

Stonemasons

Build stone structures, such as piers, walls, and abutments. Lay walks, curbstones, or special types of masonry for vats, tanks, and floors.

1998 DEFINITIONS OF COVERED OCCUPATIONS

4. **Carpenters**
Construct, erect, install and renovate structures, fixtures and equipment of wood, plywood, and wallboard using carpentry tools and woodworking machines.
- Carpenter 1**
Auto nailing machine, Form stripper, Floor layers, Stationary power saw operator
- Carpenter 2**
Cabinet and Shelving Installers; Floor Finishers; Wall and Ceiling Insulators, irritating insulation
- Drywall/Acoustical Carpenters**
Ceiling Tile Installers and Acoustical Carpenters (exclude carpet, wood or hard tile installers); Drywall Installer (apply plasterboard or other wallboard to ceilings and interior walls)
- Marine Carpenters**
Bridge, Dock, and Wharf Builders; Piledrivermen; Boom men; Marine Piledrivers
5. **Millwrights/Machine Erectors**
Mechanics specializing in installing new heavy machinery in permanent plants.
6. **Cement Masons**
- Apply cement, sand, pigment, or marble chips to floors, stairways, and cabinet fixtures to finish and attain durable and decorative surfaces, according to specifications and drawings. Finish surfaces to remove imperfections from freshly poured concrete walls, roads, walkways, and ornamental stone facings of concrete structural products. Include Concrete Rubbers.
 - Cement Masons, finishing, hand chipping and patching grouting, end pointing, screed setting, plugging, filling bolt holes, dry packing, setting curb forms, plants, stakes, lines, and grades.
 - Composition Workers (includes installation of epoxy and other resinous toppings), and Power Machine Operators.
 - Cement Masons working on suspended, swinging and/or hanging scaffold.
 - Cement Masons performing work of both group 2 and 3 at the same time
(NOTE: Tenders to cement masons are found in concrete/cement laborers. See #18)
7. **Divers & Divers' Tenders**
- Diver**
An underwater worker supplied with air, usually by a pipeline from the surface, who lays foundations for bridge piers, reconstructs underwater walls, uses underwater cutting and welding tools and the cement gun; also may do underwater carpentry, steel plating, and shipwright's work.
- Divers' Tenders**
Work on the surface to monitor gauges for divers.

1998 DEFINITIONS OF COVERED OCCUPATIONS

8. **Dredging Operations**
Assistant Engineer (including Machinist, Mechanic, Oiler, Watch Engineer, Welder), Assistant Mate ("Deckhand"), Boatman, Fill Equipment Operator, and Leverman. Operate power-driven dredge to mine sand, gravel or other materials from bays, lakes, ponds, rivers or streams, and to excavate and maintain navigable channels in waterways (excludes Floating Construction Equipment) - (see Power Equipment Operators #23).
9. **Painters & Drywall Tapers**
- Painters: Brush, Roller, Machine (Spray and Sandblasting)**
Paint walls, equipment, buildings, bridges, and other structural surfaces, using brushes, rollers, and spray guns. May mix colors or oils to obtain desired color or consistency.
- Drywall Tapers**
Seals joints between plasterboard or other wallboards to prepare wall surface for painting or papering.
10. **Lathers**
Fasten wooden, metal, or rockboard lath to walls, ceilings, and partitions of buildings to provide supporting base for plaster, fire-proofing, or acoustical material.
11. **Electricians**
Install, in new construction or reconstruction, electrical wiring, equipment, and fixtures. Insure that work is in accordance with relevant codes. Includes all inside wiring or cable splicing. May read blueprints.
- Electrical Material Handler**
Handles and maintains order of all electrical material, tools and equipment on job site, delivering materials to licensed electricians; must not install electrical material or utilize equipment (i.e. switch gear, motor control centers, transformers, motors, light fixtures, etc.). Note: This classification applies exclusively to electrical materials. If worker deploys and handles other types of materials, in addition to electrical materials, or performs general site cleanup see Laborer. (#18).
12. **Limited Energy Electrician (licensed)**
May only be used for electrical work not exceeding 100 va in class II and III installations (as defined in Article 725 of the National Electrical Code). Includes computer cabling.
13. **Line Construction**
Install and reconstruct cables or wires used in electrical power or distribution systems. Install insulators, erect wooden poles and light or heavy duty transmission towers. Include cable splicers and trouble shooters. Exclude repairers of transformers and substation equipment, and telephone and telegraph communications workers.

1998 DEFINITIONS OF COVERED OCCUPATIONS

Cable Splicer, Leadman, Pole Sprayer

Splices and/or terminates power cables which are designed to be used for voltages above 2,000. Splices and/or terminates gas or liquid filled power cables, when part of a distribution system outside of buildings.

Certified Lineman Welder, Heavy Line Equipment Man, Lineman, Pole Sprayer

Tree Trimmer

Line Equipment Man

Head Groundman, Jackhammer Man, Powderman

Groundman

14. Elevator Construction

Installers and Mechanics

Assemble, install, and renovate electric and hydraulic freight and passenger elevators, escalators, and dumbwaiters.

Assistant to Mechanics

- Works at direction of elevator mechanic.

15. Glaziers

Install glass in windows, skylights, store fronts, or on surfaces such as building fronts, interior walls, or ceilings at construction sites.

16. Highway and Parking Stripers

Paint highway and parking structural surfaces of streets, highways, parking lots, airports, curbs, etc., using either manually propelled or mechanically propelled machines, brushes, rollers, and/or spray guns. Installation of any device or application of any material used in lieu of paint for traffic delineation, such as buttons, tapes, plastics, rumble bars, etc.

17. Ironworkers

Structural & Reinforcing Metal Workers

Raise, place, and unite girders, columns, and other structural steel members including prefabricated or precast concrete beams or structural steel member, to form completed structures and structural frameworks. Perform layout work for rods within project area. Fasten rods in place with wire or fasteners; bend or adjust as required, using cutting, welding or rod bending machine. Perform layout work and proper placing of steel in concrete forms, including

prefabricated assembly for placement complete in forms. May spin suspension bridge cables or perform other related ironwork duties.

Fence Erectors

Erect and renovate *metal* fences, fence gates, and ornamental metal fencing around highways, industrial and commercial establishments, using hand and power tools. (NOTE: Wooden fence erectors are classified as laborers. (#18))

1998 DEFINITIONS OF COVERED OCCUPATIONS

18. **Laborers, Material Movers (Hand), Flaggers** All general laborers, and material movers, flaggers, not classified separately. **(NOTE:** Use laborer classifications for moving materials and incidental assistance. Use tender classifications when the primary duty is to assist a particular occupational class. **(See #30 and #31 for tender classifications.)**

(1)

Asphalt Spreaders
Batch Weighman
Broomers
Brush Burners/Cutters
Carpenter Tender
Car and Truck Loaders
Change-House Man
Chipper Operator
Choke Setter
Clean-Up Laborers
Concrete Curing
Demolition Wrecking, Industrial
Driller Assistant
Dry-Shack Man
Road Oiling Crew Dumpers
Dumpmen for Grading Crew
Elevator Feeders
Fine Graders
Fire Watch
Form Strippers
Material Yard Man
Powderman Assistant
Railroad Track Laborers
Ribbon Setters
Rip Rap Man (hand placed)
Road Pump Tender and Moving
Sewer Laborer (non-galvanized pipe)
Signalman
Skipman
Slopers
Sprayman
Stake Chaser
Stockpiler

Tie Back Shoring
Timber Faller/Bucker (hand labor)
Toolroom Man (job site)
Weight Man-Crusher
Wood Fence Builder
NOTE: Landscape Laborer - see #19

(2)

Applicators
Brush Cutters
Burners
Cement/Concrete Laborers (hand)
Choker Splicer
Clary Power Spreader
Clean Up Nozzleman - Green Cutter
Concrete Power Buggyman
Crusher Feeder
Demolition/Wrecking
Doping and Wrapping Pipe
Guniting Nozzleman Tender
Guniting or Sandblasting Pot Tender
Handlers/Mixers
Post Hole Digger (air, gas, or electric)
Power Tool Operators
Sandblasting (wet)
Stake Setter
Tampers
Vibrating Screed

1998 DEFINITIONS OF COVERED OCCUPATIONS

(3)

Scrapped and Contained Asbestos Removal
Bit Grinder
Concrete Saw Operator
Drill Doctor
Drill Operators
Guniting Nozzleman
Laser Beam
Manhole Builder
Nippers and Timbermen
Nuclear Plant Worker (lead shield)
Power Saw Operators
Sandblasting (dry)
Sewer Timberman
Strippers
Track Liners
Tugger Operator
Vibrators
Water Blaster
Welder

(4)

Asphalt Rakers
Concrete Nozzleman
Grade Checker
High Scalars
Laser Bear (tunnel), applicable when employee assigned to move, set up, align Laser Beam
Motorman-Dinky Locomotive
Loop Installation
Pipe Layer (lay or place non-galvanized, gravity-flow pipe with sealing or joining)
Powder Men
Pumpcrete Nozzleman
Shield Operator
Tunnel Miners
Tunnel Powderman
Tunnel Bull Gang (above ground)
Tunnel Muckers
Brakeman/Concrete Crew/Bull Gang (underground)
Tunnel-Chuck Tenders

Cleanup Laborers (building only), demolition, wrecking, & moving (building only)

Flagger (certified)

A laborer who controls vehicular traffic by means of brightly colored flags and/or signs.

19. **Landscape Construction**

Beautification of a plot of land by changing its natural features through the addition or modification of lawns, trees, bushes, and placement of play or picnic equipment.

Landscape Laborer/Technician

Performs seeding, planting, mulching, land clearing and top soil spreading by the use of hand tools. With hand tools and power equipment less than 90 horsepower: clear land, trench to maximum depth of three feet below finish grade, hydroseed, apply chemicals and fertilizers; till, spread, and grade topsoil; establish lawns and plant trees, shrubs, and plants; install, service, or replace above ground and underground lawn or landscape irrigation systems; install French drains or other subsurface water collection systems to a maximum depth of three feet below finish grade; install, service, or repair low voltage outdoor landscape lighting and irrigation valves; assemble or place pre-manufactured and custom fabrication trellis work, play equipment, benches, and picnic tables.

1998 DEFINITIONS OF COVERED OCCUPATIONS

20. **Marble Setter**

Cuts, tools, and sets marble slabs in floors and walls of buildings and renovate and polishes slab previously set in buildings; trims, faces, and cuts marble to specified size, using power sawing, cutting and facing equipment and hand tools. Drills holes in slab and attaches bracket. Spreads mortar on bottom of slab and on sides of adjacent slabs. Sets block in position, tamps it into place, and anchors bracket attachment with wire. Fills joints with grout. Removes excess grout from marble with sponge. Cleans and bevels cracks or chips on slabs, using hand tools and power tools. Heats cracked or chipped area with blowtorch and fills defect with composition mastic that matches grain of marble. Polishes marble and other ornamental stone to high luster, using power tools or by hand.

21. **Plasterers and Stucco Masons**

Apply coats of plaster onto interior or exterior walls, ceilings, or partitions of buildings to produce finished surface according to blueprints, architect's drawings, or oral instructions.

Nozzleman

Swinging Scaffold

All Other Work

22. **Plumbers and Steamfitters/Pipefitters**

Assemble, install, alter, and replace pipe systems (metal, plastic, ceramic, composition, etc.) that carry water, steam, air, or other liquids or gases. Fabricates on site and installs piping and tubing systems which are to conduct water, steam, air, and other fluids or gases in and around buildings. Also installs vacuum piping systems. Installs drainage and sewage lines (laterals) from buildings to the point of attachment to mains. Installs plumbing fixtures such as sinks, faucets, drinking fountains, commodes, etc. Installs refrigeration equipment. Performs cutting, welding and burning which is incidental to the work of plumbing or pipefitting, except as is described under lead burner. May do other work in connection with the installation and testing of heating and cooling apparatus and control devices. (Note: See also #29—Sprinkler Fitters.)

23. **Power Equipment Operators (equipment used on construction site)**

Asphalt Paving Equipment: Asphalt Paver Operator, Asphalt Plant Operator, Roller Operator, Screed Operator (any asphalt mix)

Operate equipment used for applying asphalt or other material compositions to roadbeds, airport runways, taxiways and street paving. Includes asphalt paving machine operators, asphalt plant operators, screed operators, and roller operator (any asphalt mix, breakdown or finish). Excludes any residential work.

Asphalt/Concrete Profilers: Roto-Mill, Pavement Profiler Operator, Concrete Planer, Grinder or Grooving Machine Operator

Operate equipment used for the removal of excess surface material (concrete, asphalt) during paving, texturing or other work on road surfaces (either concrete or asphalt). Includes removal and recycling of asphalt road surface material.

1998 DEFINITIONS OF COVERED OCCUPATIONS

Floating Construction Equipment: Floating Crane (or "Derrick Barge"), Clamshell or Pile Driver used in conjunction with a construction project, Underwater Equipment Operator (excluding Dredging Operations, which is a separate classification, #8).

Operation of any floating equipment: Includes any assistants to operators (such as Boatman, Deckhand, Diesel- Electric Engineer, Firefighter, etc.); underwater equipment operator, remote or otherwise.

Fork Lifts: Industrial Lift Truck Operator and Material Handler

Operate industrial lift trucks or loaders equipped with forks used to unload, load, place and stack, distribute materials on a construction site.

Front End Loaders, Hydraulic Hoes, Excavators

Operate machinery equipped with scoops, shovels or buckets to excavate, load or move dirt, aggregate and other materials.

Guardrail Equipment: Guardrail Punch Operator (all types), Guardrail Punch Oiler, Combination Guardrail Machines (punch, auger, etc)

Operation of any power equipment used to install guardrails.

Repairmen, Heavy Duty (Mechanics, Welders) & Oilers

Duties include repairing heavy equipment at the construction site (such as cranes, bulldozers, loaders, excavators, etc.). This classification includes any mobile heavy equipment mechanics employed by the contractor who is filling out the survey form; this also includes maintenance workers who change parts, lubricate machinery and perform other routine maintenance functions at the construction site.

Sweepers

Broom Operator, self-propelled; Sweeper Operator (Wayne type) self-propelled.

24. **Riggers**

Classify riggers in the craft performing the work for which rigging is incidental. For example, a carpenter doing rigging is classified as a carpenter; an ironworker doing rigging is classified as an ironworker.

25. **Roofers**

Roofers, general roofing materials and irritable bituminous materials

Cover roofs of commercial structures with slate, asphalt, wood, and related materials using brushes, knives, punches, hammers, and other tools. May spray roofs, sidings, and walls with material to bind, seal, insulate, or soundproof sections of structures.

26. **Sheet Metal Workers and Sheet Metal Duct Installers**

On a construction site, fabricate, assemble, install, and replace sheet metal products and equipment, such as control boxes, drainpipes, and furnace casings. Work may involve any of the following: set up and operate fabricating machines to cut, bend, and straighten sheet metal; shape

1998 DEFINITIONS OF COVERED OCCUPATIONS

Auxiliary Equipment: Compressors, Generators, Pumps

Control, maintain or operate various auxiliary equipment, such as compressors, condensers, electricity generators, feedwater heaters, filters, and pumps that transfer or supply water, fuel, lubricants, gasses, air, liquids, slurries, and auxiliary power for turbines, generators, boilers, power equipment at the construction site. Other auxiliary equipment not otherwise classified (tool grinders, conveyor tender).

Blade: Blade/Grader Operator

Operate Blade/Grader machine or vehicle equipped with blades to remove, distribute, grade and level earth, aggregate or other material to a specific grade, slope or elevation.

Bulldozers, Rubber-Tired Scrapers, Material Haulers: Bulldozer Operator, Rubber-tired Scraper Operator, and Material Haulers (including "Cat Wagons", DJB's, Volvos and other similar models)

Operate machines or off road vehicles that push, remove, pick up, distribute, or haul, rock, earth, debris, and other material on construction sites.

Compactors/Roller Operator: (not asphalt)

Operate Compactor, Roller or similar equipment used for compacting crushed rock, dirt, or other fill material on construction sites. (includes airport runways, taxiways, and roadbeds).

Concrete: Batch Plant and or Wet Mix Operator, Concrete Finishing Machine, Brooming, Tining or Wire Mat Machine Operator, Concrete Spreader/Placer Operator, Pump Operators (concrete or grout), Concrete Slip Form Paving Machine (for installing curbs/gutters, guardrails, and/or street paving), Concrete Curing Equipment, Concrete Saw

Operate equipment used for: applying, curing, finishing, mixing, pumping, sawing or spreading of concrete; installing concrete curbs/gutters, sidewalks, or guardrails; and concrete street or highway paving.

Crane Operation: Hydraulic, Tower, Whirley, Lattice Boom, Dragline & Clamshell, Signal Men

Operate boom and cable equipment to lift and move materials, machines or other items in a variety of directions on a construction site. Operations, remote or otherwise, such as hoisting, piledriver, clamshell, dragline, skip box, or bucket to place material.

Crushing: Crusher Plant Operator or Oiler

Operation of machinery used to crush rock, or recycled materials into aggregates for use in asphalt, concrete, base and fill materials for use in highways, streets, airports, and construction sites.

Drilling: Earth Boring Machine Operator (horizontal & vertical), Directional Drilling, (Exclude exploratory drilling for water, minerals, oil & gas)

Operate equipment used to drill or bore for any construction purpose, including preparation for the installation of foundations, pipe, utilities, and soil stabilization.

1998 DEFINITIONS OF COVERED OCCUPATIONS

metal over anvils, blocks, or forms using hammer; operate soldering and welding equipment to join sheet metal parts; inspect, assemble, and smooth seams and joints of burred surfaces. Install prefabricated sheet metal ducts used for heating, air conditioning, or other purposes in commercial building and similar structures.

27. Sign Erectors

Erects preassembled illuminated sign on buildings or other structures, according to sketches, drawings, or blueprints: measures location for sign and marks points where holes for expansion shields are to be drilled, using measuring tape and chalk. Drills holes, using star drill. Drives expansion shield into hole with hammer, and secures lag bolts in shield, using wrench. Attaches hanging pole for sign to building front with lag bolts, and secures pole with guy wires attached from pole to lag bolts. Secures cornice hook on roof, rigs block and tackle, and hoists sign into positions, or operates hydraulic boom to position sign. Secures sign to hanging pole with hooks. Makes electrical connections to power source and tests sign for correct operation. May prewire sign before installing. May use welding equipment when installing sign. May mount plastic signs with adhesives.

Erects, assembles, and renovates roadside signs and billboards at designated locations, using hand tools and power tools: Digs hole with post hole digger or shovel. Places wood or metal post in hole, backfills excavated areas for sign supports and compacts material to hold support in position. Operates air hammer to drive channel-metal post into ground. Bolts, screws, or nails plywood or metal sign panels to sign post or frame, using hand tools. Replaces worn and damaged signs. Repaints rusted signs. Excavates, forms, and pours concrete footers for metal sign supports. May erect metal sign support structure over highways. May operate banding machine to band signs on utility poles.

28. Soft Floor Layers

Floor Covering Layers (soft tile, linoleum, and carpet)

Apply blocks, strips, or sheets of shock-absorbing, sound-deadening, or decorative coverings to floors and cabinets. Includes laying soft tile and linoleum. Lay carpets or rugs in buildings.

29. Sprinkler Fitters

Installs all piping and auxiliary devices which are necessary for the complete installation of sprinkling systems for fire protection in buildings. Excludes systems operated with steam.

(NOTE: See also #22—Plumbers, and Steamfitters/Pipefitters.)

30. Tenders to Mason Trades: Brick and Stonemasons, Mortar Mixers, Hod Carriers

Directly assist brickmasons and stonemasons by performing duties of lesser skill. Duties include mixing, supplying, and holding materials or tools, and cleaning work area and equipment. Performed on block walls and may include scaffolding work.

NOTE: Excludes cement and concrete flat work and cement pumping which is performed by concrete/cement laborers. (See #18 for Laborer classifications.)

1998 DEFINITIONS OF COVERED OCCUPATIONS

Tenders for tile setters and terrazzo worker are classified in Tile, Terrazzo, and Marble Finishers (#33).

31. Tenders to Plasterers: Assistants, Painters, Paperhangers, Plasterers, and Stucco Masons

Assist painters, paperhangers, plasterers, or stucco masons by performing duties of lesser skill. Duties include supplying or holding materials or tools, and cleaning work area and equipment. Exclude construction or maintenance laborers who do not primarily assist painters, paperhangers, plasterers, or stucco masons.

32. Tile Setter/Terrazzo Worker: Hard Tile Setters

Apply tile to walls, floors, ceilings, and promenade roof decks following design specifications. Applies glazed, unglazed, mosaic, and other ceramic tiles which are used as a surface on floors, walls, ceilings, and other surfaces and which must be set to a specified grade. Applies and floats all setting beds which these tiles are set into. Levels and plumbs these tiles to the specified grade.

33. Tile, Terrazzo, and Marble Finishers

Supplies and mixes construction materials for Marble Setter, Terrazzo Worker, and Tile Setter. Applies grout and finishes surface of installed marble, terrazzo, and tile. Mixes mortar and grout, moves mortar and grout manually or using wheelbarrow. Cleans installed marble, terrazzo, and tile surfaces, work, and storage areas. May renovate and fill chipped, cracked, or broken pieces. May assist Marble Setter, Terrazzo Worker, and Tile Setter. Grinds and polishes surfaces.

34. Truck Drivers, Heavy or Tractor-Trailer

Drive a tractor-trailer combination or a truck with a capacity of at least 3 tons, to transport goods or materials.

(1)

A-frame or Hydra-Lift Truck w/load bearing surface

Battery Rebuilder

Bus or Man-Haul Driver

Concrete Buggies (power operated)

Driver, Tireman

Dump Trucks, side, end, and bottom dumps up to and inc. 10 cu. yards, including Semi-

Trucks and Trains or combinations thereof

Fork Lifts used in loading, unloading and transporting material on job site

Fuel Truck Driver

Lift Jitneys

Loader and/or Leverman on concrete dry patch plant, manually operated

Lubrication Man

Pilot Car

Slurry Truck Driver or Leverman

Solo Flat Bed and miscellaneous Body Trucks

Steam Cleaner, or combination

Tireman

Transit Mix and wet or dry Mix Trucks, 5 cu. yds. and under

Truck and Truck Mechanic Assistant

Wash Rack

Water Wagons up to 3,000 gallons

1998 DEFINITIONS OF COVERED OCCUPATIONS

(2)

Dumpsters or similar equipment
Flaherty Spreader Driver or Leverman,
low bed equipment
Flat Bed Semi-Truck and Trailer or
doubles transporting equipment or
wet or dry materials
Lumber Carrier, Driver-Straddle Carrier
used in loading, unloading and trans-
portation of material on job site
Oil Distributor Driver of Leverman,
over 5 cu. yds. and inc. 7 cu. yds.
Transit Mix and Wet or dry Mix Trucks
Water Wagons, 3,000 to 5,000 gallons

(4)

Dump Trucks, side, end, and bottom
dumps over 30 cu. yds. and inc. 50 cu.
yds., including Semi-Trucks and Trains
or combination thereof
Transit Mix and wet or dry Mix Trucks,
over 11 cu. yds. and inc. 15 cu. yds.
Water Wagons, 10,000 to 15,000 gallons

(6)

Dump Trucks, side, end, and bottom
dumps over 60 cu. yds. and inc. 80 cu.
yds., including Semi-Trucks and Trains
or combination thereof

35. Welders

Classify welders in the craft performing the work for which welding is incidental. For example, a carpenter doing hand welding is classified as a carpenter; an ironworker doing welding is classified as an ironworker.

(3)

Body Repairman
Dump Trucks, side, end, and bottom
dumps over 10 cu. yds. and inc. 30 cu.
yds., including Semi-Trucks and Trains
or combination thereof
Transit Mix and wet or dry Mix Trucks,
over 7 cu. yds. and inc. 11 cu. yds
Truck Mechanic
Water Wagons, 10,000 to 15,000 gallons

(5)

Dump Trucks, side, end, and bottom dumps
over 50 cu. yds. and inc. 60 cu. yds.,
including Semi-Trucks and Trains or
combination thereof

(7)

Dump Trucks, side, end, and bottom dumps
over 80 cu. yds. and inc. 100 cu yds., including
Semi-Trucks and Trains or combination
thereof

PREVAILING WAGE RATES

OCCUPATIONS BY REGIONS

REGION #2

Clackamas, Multnomah and Washington Counties

| OCCUPATION | PREVAILING WAGE RATE | FRINGE RATE |
|--|----------------------|--------------|
| Asbestos Workers/Insulators | See Appendix | See Appendix |
| Boilermakers | See Appendix | See Appendix |
| Bricklayers/Stonemasons | See Appendix | See Appendix |
| Carpenters | See Appendix | See Appendix |
| Cement Masons | See Appendix | See Appendix |
| Diver / Divers' Tender | See Appendix | See Appendix |
| Dredging (Asst Engineer, Asst Mate, Fireman, Oilers, Operators, Tenderman) | See Appendix | See Appendix |
| Drywall Applicators (Drywall/Wetwall) | See Appendix | See Appendix |
| Dry wall Taper (Painters and Drywall Tapers) | See Appendix | See Appendix |
| Electrician | See Appendix | See Appendix |
| Elevator Constructors, Installers and Mechanics | See Appendix | See Appendix |
| Fence Constructor (not metal) (Laborers) | See Appendix | See Appendix |
| Fence Erector (metal) (Ironworkers) | \$13.89 | \$2.71 |
| Floor Covering Layers (Soft Floor Layers) | See Appendix | See Appendix |
| Glaziers | See Appendix | See Appendix |
| Hazardous Materials Handler/Mechanic (Asbestos Workers) | See Appendix | See Appendix |
| Highway and Parking Strippers | See Appendix | See Appendix |
| Ironworkers (Structural & Reinforcing Metal Workers) | See Appendix | See Appendix |
| Laborers and Material Movers (Hand), Flaggers. | See Appendix | See Appendix |
| Landscape Laborer/Technician | \$12.32 | \$1.84 |
| Lathers (Drywall/Wetwall) | See Appendix | See Appendix |
| Limited Energy Electrician | See Appendix | See Appendix |
| Line Construction (Excludes Tree Trimmers) | See Appendix | See Appendix |
| Marble Setters | See Appendix | See Appendix |
| Millwrights; Machine Erectors; Machinists, Millwright/Welders (Carpenters) | See Appendix | See Appendix |
| Painter: Brush, Roller, Machine (spray and sandblasting) | See Appendix | See Appendix |
| Plasterers and Stucco Masons, (Swinging Scaffold, Nozzlemen and All Other Work) (Plasterers) | See Appendix | See Appendix |
| Plumbers and Steamfitters/Pipefitters (Plumbers) | See Appendix | See Appendix |
| Power Equipment Operators | | |
| Asphalt Paving Equipment: Asphalt Paver Operator, Asphalt Plant Operator, Roller Operator, Screed Operator (any asphalt mix) | See Appendix | See Appendix |
| Asphalt/Concrete Profilers: Roto-Mill, Pavement Profiler Operator, Concrete Planer, Grinder or Grooving Machine Operator | See Appendix | See Appendix |
| Auxilliary Equipment: Compressors, Generators, Pumps | \$20.05 | \$5.11 |
| Blade, Blade/Grader Operator | \$20.83 | \$6.09 |

REGION #2

Clackamas, Multnomah and Washington Counties

| OCCUPATION | PREVAILING WAGE RATE | FRINGE RATE |
|--|---|---|
| Power Equipment Operators (con't) | | |
| Bulldozers, Rubber-Tired Scrapers, Material Haulers: Bulldozer Operator, Rubber-Tired Scraper Operator, and Material Haulers (including "Cat wagons", DJB's, Volvos and other similar models) | \$20.15 | \$4.83 |
| Compactors/Roller Operator: (not asphalt) | \$16.81 | \$5.55 |
| Concrete: Batch Plant and or Wet Mix Operator, Concrete Finishing Machine, Brooming, Tining or wire mat machine Operator, Concrete Spreader/Placer Operator, Pump Operators (concrete or grout), Concrete Slip Form Paving Machine (for installing curbs/gutters, guardrails, and/or street paving), Concrete Curing Equipment, Concrete Saw | See Appendix | See Appendix |
| Crane Operation: Hydraulic, Tower, Whirley, Lattice Boom, Dragline & Clamshell, Signal Men | See Appendix | See Appendix |
| Crushing: Crusher Plant Operator or Oiler | \$16.92 | \$4.18 |
| Drilling: Earth Boring Machine Operator (horizontal & vertical), Directional Drilling, (Exclude exploratory drilling for water, minerals, oil & gas) | \$22.90 | \$2.96 |
| Floating Construction Equipment: Floating Crane (or "Derrick Barge"), Clamshell or Pile Driver used in conjunction with a construction project, Underwater Equipment Operator. (Excluding Dredging Operations, which is a separate classification -- see "Dredging") | See Appendix | See Appendix |
| Fork Lifts: Industrial Lift Truck Operator and Material Handler | See Appendix | See Appendix |
| Front End Loaders, Hydraulic Hoes, Excavators | \$20.73 | \$4.42 |
| Guardrail Equipment: Guardrail Punch Operator (all types), Guardrail Punch Oiler, Combination Guardrail Machines punch, auger, etc) | See Appendix | See Appendix |
| Repairmen, Heavy Duty (Mechanics, Welders) & Oilers | \$18.70 | \$4.80 |
| Sweepers | \$17.24 | \$4.70 |
| Riggers | Receive rate for craft performing operation to which rigging is incidental. | Receive rate for craft performing operation to which rigging is incidental. |
| Roofers: General Roofing Materials; Irritable Bituminous Materials | See Appendix | See Appendix |
| Sheet Metal Duct Installers; Sheet Metal Workers | See Appendix | See Appendix |
| Sign Erectors / 1 & 2 | \$16.55 | \$1.52 |
| Sprinkler Fitters | See Appendix | See Appendix |
| Telephone and Data Cabling (Limited Energy Electricians) | See Appendix | See Appendix |
| Tenders to Mason Trades: Brick and Stonemasons | See Appendix | See Appendix |
| Tenders to Plasterers and Stucco Masons | See Appendix | See Appendix |
| Tile, Terrazzo, Brick and Marble Finisher | See Appendix | See Appendix |
| Tile Setter/Terrazzo Worker: Hard Tile Setter | \$20.17 | \$4.24 |
| Tree Trimmers (Line Constructors) | See Appendix | See Appendix |

REGION #2

Clackamas, Multnomah and Washington Counties

| OCCUPATION | PREVAILING WAGE RATE | FRINGE RATE |
|---|---|---|
| Truck Drivers, Heavy or Tractor-Trailer | \$15.95 | \$3.92 |
| Welders (Incidental) | Receive rate for craft performing operation to which welding is incidental. | Receive rate for craft performing operation to which welding is incidental. |

APPENDIX

JANUARY 15, 1999

THE APPENDIX SECTION IS TO BE USED ONLY FOR REGIONS/TRADES SPECIFIED IN PAGES 15 THROUGH 56. REFER TO PAGES 15 THROUGH 56 BEFORE USING RATES IN THIS SECTION

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| TRADE | BASIC HOURLY RATE | FRINGE BENEFITS | TRADE | BASIC HOURLY RATE | FRINGE BENEFITS |
|-------|-------------------|-----------------|-------|-------------------|-----------------|
|-------|-------------------|-----------------|-------|-------------------|-----------------|

ASBESTOS WORKERS

Installation of insulation on mechanical systems for Thermal and Acoustical purposes, also the installation of fire stop penetrations on Electrical and Mechanical Systems.

Journeyman Asbestos Worker 25.26 7.05

Removal of regulated material on mechanical systems* which are not going to be scrapped.**

o Hazardous Materials Handler Mechanic 13.75 3.50

* Mechanical systems include pipes, boilers, ducts, flues, breaching, grease ducts and acid ducts. This also includes all labor connected with the handling and distribution of materials for these systems.

** The removal of all regulated materials from mechanical systems is exclusively the work of Hazardous Materials Handlers, unless the mechanical systems are going to be scrapped. Laborers do all removal of regulated materials on mechanical systems to be scrapped and any non mechanical(walls,ceilings,floors,beams etc.) insulation. They also do loading of any regulated material after it has been removed, bagged and tagged, as well as cleanup at the removal site and all work done at the disposal site. Persons performing the removal of regulated materials are classified as Group 3 Laborers.

NOTE: Regulated materials are those materials that are regulated for the purpose of protecting the environment or for personal protection by either E.P.A., O.S.H.A., DEQ or Federal O.S.H.A.

BOILERMAKERS 24.07 9.56
 o Pressure Welder 25.07 9.56

BRICKLAYERS/STONEMASONS

THIS TRADE IS TENDED BY "TENDERS TO MASONS"

Area 1 24.19 7.53
 (add \$0.75 per hour to Fringe for Refractory repair work.)

Area 2 22.95 7.20
 (add \$0.75 per hour to Fringe for Refractory repair work.)

Area 1

| | | |
|------------|-------------|------------|
| Baker | Lincoln (a) | Sherman |
| Benton (a) | Linn (a) | Tillamook |
| Clackamas | Malheur (a) | Umatilla |
| Clatsop | Marion | Union |
| Columbia | Morrow | Wallowa |
| Gilliam | Multnomah | Wasco (a) |
| Hood River | Polk | Washington |
| | | Yamhill |

Area 2

| | | |
|------------|-----------|-------------|
| Benton (b) | Grant | Lake |
| Crook | Harney | Lane |
| Coos | Jackson | Lincoln (b) |
| Curry | Jefferson | Linn (b) |
| Deschutes | Josephine | Malheur (b) |
| Douglas | Klamath | Wasco (b) |
| | | Wheeler |

a) North half
 b) South half

CARPENTERS

Zone 1 (Base Rate):

| | | |
|-----------|-------|------|
| o Group 1 | 23.27 | 7.42 |
| o Group 2 | 23.42 | 7.42 |
| o Group 3 | 23.77 | 7.42 |
| o Group 4 | 23.92 | 7.42 |
| o Group 5 | 23.77 | 7.42 |
| o Group 6 | 23.92 | 7.42 |
| o Group 7 | 24.27 | 7.42 |

| TRADE | BASIC HOURLY RATE | FRINGE BENEFITS | TRADE | BASIC HOURLY RATE | FRINGE BENEFITS |
|-------|-------------------|-----------------|-------|-------------------|-----------------|
|-------|-------------------|-----------------|-------|-------------------|-----------------|

CARPENTERS (Continued)

Zone Differential for Carpenters

(Add to Zone 1 Rate)

| | |
|--------|------|
| Zone 2 | .85 |
| Zone 3 | 1.25 |
| Zone 4 | 1.70 |
| Zone 5 | 2.00 |
| Zone 6 | 3.00 |
| Zone 7 | 5.00 |

- Zone 1: Projects within 30 miles of City Hall in the Cities listed below.
- Zone 2: More than 30 miles but less than 40 miles.
- Zone 3: More than 40 miles but less than 50 miles.
- Zone 4: More than 50 miles but less than 60 miles.
- Zone 5: More than 60 miles but less than 70 miles.
- Zone 6: More than 70 miles but less than 100.
- Zone 7: More than 100 miles from the city hall of the employee's home local.

Reference cities for Group 1 and 2 Carpenters

| | | | |
|-----------|---------------|-------------|-------------|
| Albany | Eugene | Longview | Portland |
| Astoria | Goldendale | Madras | Port Orford |
| Baker | Grants Pass | Medford | Reedsport |
| Bend | Hermiston | McMinnville | Roseburg |
| Brookings | Hood River | Newport | Salem |
| Burns | Klamath Falls | Oregon City | The Dalles |
| Coos Bay | LaGrande | Ontario | Tillamook |
| Corvallis | Lakeview | Pendleton | Vancouver |

Zones for Groups 3 and 4 Carpenters are determined by the distance between the project site and either

- 1) the worker's residence; or
 - 2) City Hall of a reference city
- for the appropriate group shown, whichever is closer.

Reference Cities for Group 3 and 4 Carpenters

| | | | |
|----------|------------|------------|-----------|
| Eugene | Medford | Portland | Vancouver |
| Longview | North Bend | The Dalles | |

CARPENTERS (Continued)

Zones for Groups 5, 6 and 7 Carpenters are determined as follows:

1. For those workers who reside within zone 1 of a reference city below, their zone pay differential shall be computed based upon the distance from the city hall of that city to the project site.
2. For those workers who reside nearer to the project than is the city hall of any reference city below, the mileage from their residence to the project may be used in computing their zone pay differential.
3. The zone pay differential for all other projects shall be computed from the city hall of Longview, North Bend, or Portland, whichever is closer to the project.

Reference Cities for Groups 5, 6 and 7

| | |
|---------------|------------|
| Astoria | Newport |
| Bend | North Bend |
| Eugene | Portland |
| Klamath Falls | Roseburg |
| Longview | Salem |
| Medford | The Dalles |

Group 1

Auto. Nailing Machine Carpenters
Form Stripper
Manhole Builders
Non-irritating Ins.
Cabinet & Shelving Installers (wood or steel)

Group 2

Floor Layers & Finishers
Stationary Power Saw Operators
Wall & Ceiling Insulators
Irritating Insulation

Group 3

Millwrights
Machine Erectors
Machinists

Group 4

Millwright/Welders
(Certified Welders receive \$0.25/hour over Group 3)

OREGON DETERMINATION 99-01

| TRADE | BASIC HOURLY RATE | FRINGE BENEFITS | TRADE | BASIC HOURLY RATE | FRINGE BENEFITS |
|-------|-------------------|-----------------|-------|-------------------|-----------------|
|-------|-------------------|-----------------|-------|-------------------|-----------------|

CARPENTERS (Continued)

| <u>Group 5</u> | <u>Group 6</u> |
|--|----------------|
| Bridge, Dock & Wharf Builders Piledrivermen | Boom Men |

Group 7

Marine Piledriver

CEMENT MASONS

THIS TRADE IS TENDED BY "CONCRETE LABORERS"

Zone 1 (Base Rate)

| | | |
|-----------|-------|------|
| o Group 1 | 22.81 | 7.00 |
| o Group 2 | 23.22 | 7.00 |
| o Group 3 | 23.22 | 7.00 |
| o Group 4 | 23.64 | 7.00 |

Group 1 Cement Masons, finishing, hand chipping and patching grouting, end pointing, screed setting, plugging, filling bolt holes, dry packing, setting curb forms, planks, stakes, lines and grades.

Group 2 Composition Workers (includes installation of epoxy & other resinous toppings), and Power Machine Operators.

Group 3 Cement masons working on suspended, swinging and/or hanging scaffold.

Group 4 Cement Masons performing work of both Group 2 and Group 3 at the same time.

Zone Differential for Cement Masons (Add to Zone 1 Rate)

| | |
|--------|------|
| Zone 2 | .65 |
| Zone 3 | 1.15 |
| Zone 4 | 1.70 |
| Zone 5 | 2.75 |

CEMENT MASONS (Continued)

- Zone 1: Projects within 30 miles of City Hall in the cities listed below.
- Zone 2: More than 30 miles but less than 40 miles.
- Zone 3: More than 40 miles but less than 50 miles.
- Zone 4: More than 50 miles but less than 80 miles.
- Zone 5: More than 80 miles.

Cities

| | | | |
|-----------|----------|----------|------------|
| Bend | Eugene | Medford | Salem |
| Corvallis | Longview | Portland | The Dalles |
| | | | Vancouver |

DIVERS & DIVERS' TENDERS

| | | |
|-------------------|-------|------|
| o Divers | 55.98 | 7.42 |
| o Divers' Tenders | 25.54 | 7.42 |

Depth Pay and Enclosure Pay are added to the Divers' Basic Hourly Rate to obtain the Total Hourly Rate for the diver.

| Basic Hourly Rate | + Depth Pay | + Hourly Enclosure Pay | = | Divers' Total Hourly Pay |
|-------------------|-------------|------------------------|---|--------------------------|
|-------------------|-------------|------------------------|---|--------------------------|

o Divers' Depth Pay

| <u>Depth of Dive</u> | <u>Hourly Depth Pay</u> |
|----------------------|---------------------------------------|
| 50-100 ft | ((total ft- 50) x \$1.00)/hr. |
| 100-150 ft | \$ 50 + ((total ft-100) x \$1.50)/hr. |
| 150-200 ft | \$125 + ((total ft-150) x \$2.00)/hr. |

o Divers' Enclosure Pay (working without vertical escape)

| <u>In the Enclosure</u> | <u>Distance Travelled</u> | <u>Hourly Enclosure Pay</u> |
|-------------------------|---------------------------|--------------------------------------|
| 5 - 50 ft | | \$.50/hr |
| 50 - 100 ft | | \$.63/hr |
| 100 - 150 ft | | \$ 2.13/hr |
| 150 - 200 ft | | \$ 4.63/hr |
| 200 - 300 ft | | \$ 4.63 + ((total ft-200)x \$.05)/hr |
| 300 - 450 ft | | \$ 9.63 + ((total ft-300)x \$.10)/hr |
| 450 - 600 ft | | \$24.63 + ((total ft-450)x \$.20)/hr |

OREGON DETERMINATION 99-01

| TRADE | BASIC HOURLY RATE | FRINGE BENEFITS |
|-------|-------------------|-----------------|
|-------|-------------------|-----------------|

| TRADE | BASIC HOURLY RATE | FRINGE BENEFITS |
|-------|-------------------|-----------------|
|-------|-------------------|-----------------|

DREDGERS

Zone 1 (Base Rate):

| | | |
|--|-------|------|
| o Leverman (Hydraulic, Dipper, Floating Clamshell) | 27.45 | 7.25 |
| o Asst. Engineer (including: WatchEngineer, Welder, Mechanic, Machinist) | 26.62 | 7.25 |
| o Tenderman (Boatman, Attending Dredge Plant); Fireman | 26.01 | 7.25 |
| o Fill Equipment Operator | 25.47 | 7.25 |
| o Assistant Mate (Deckhand); Oiler | 23.78 | 7.25 |

Zone Differential for Dredging
(Add to Zone 1 Rate)

| | |
|--------|------|
| Zone 2 | 2.00 |
| Zone 3 | 3.00 |

Zone 1: Center of job site not more than 30 miles from the City Hall of Portland

More than 30 miles but not more than 50

Zone 3 Over 50 miles

DRYWALL/WETWALL

| | | |
|--|-------|------|
| o Drywall (Accoustical and Drywall Applicator) | 21.81 | 8.04 |
| o Wetwall (Lather) | 20.79 | 9.06 |

ELECTRICIANS

Area 1:

| | | |
|------------------|-------|------|
| o Electricians | 21.00 | 6.44 |
| o Cable Splicers | 23.10 | 6.53 |

Area 2:

| | | |
|------------------|-------|------|
| o Electricians | 26.20 | 7.72 |
| o Cable Splicers | 27.51 | 7.76 |

Area 3:

| | |
|-------|------|
| 24.50 | 8.83 |
|-------|------|

ELECTRICIANS (Continued)

Area 4:

| | | |
|-------------------------------|-------|------|
| o Electricians | 27.01 | 8.01 |
| o Cable Splicers | 29.71 | 8.09 |
| o Electrical Material Handler | 11.24 | 3.72 |

Area 5:

| | | |
|-------------------------------|-------|------|
| o Electricians | 27.30 | 9.47 |
| o Cable Splicers | 27.55 | 9.48 |
| o Electrical Material Handler | 15.42 | 6.56 |

Area 6:

| | | |
|------------------|-------|------|
| o Electricians | 24.54 | 7.74 |
| o Cable Splicers | 24.54 | 7.74 |

Area 1 Area 2 Area 2(cont) Area 3

| | | | |
|---------|---------|----------|------------|
| Malheur | Baker | Umatilla | Coos |
| | Gilliam | Union | Curry |
| | Grant | Wallowa | Lincoln |
| | Morrow | Wheeler | Douglas(a) |
| | | | Lane (a) |

Area 4 Area 5 Area 5(cont) Area 6

| | | | |
|------------|------------|-------------|-------------|
| Benton | Clackamas | Washington | Harney |
| Crook | Clatsop | Yamhill (d) | Jackson |
| Deschutes | Columbia | | Josephine |
| Jefferson | Hood River | | Klamath |
| Lane (b) | Multnomah | | Lake |
| Linn | Sherman | | Douglas (b) |
| Marion | Tillamook | | |
| Polk | Wasco | | |
| Yamhill(c) | | | |

a) Those portions lying west of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County

b) That portion lying east of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County

c) South half

d) North half

OREGON DETERMINATION 99-01

| TRADE | BASIC HOURLY RATE | FRINGE BENEFITS | TRADE | BASIC HOURLY RATE | FRINGE BENEFITS |
|-------|-------------------|-----------------|-------|-------------------|-----------------|
|-------|-------------------|-----------------|-------|-------------------|-----------------|

ELEVATOR CONSTRUCTORS

Area 1

| | | |
|-----------------------|-------|----------|
| o Mechanic | 29.02 | 7.19 + a |
| o Helper | 20.31 | 6.96 + a |
| o Probationary Helper | 14.51 | .39 |

Area 2

| | | |
|-----------------------|-------|----------|
| o Mechanic | 29.19 | 7.20 + a |
| o Helper | 20.43 | 6.96 + a |
| o Probationary Helper | | 14.59 |
| | | .39 |

a) Plus 8% of basic hourly rate for employees with more than 5 years of service; 6% of basic hourly rate for 6 months to 5 years of service.

Area 1

Umatilla
Wallowa
Union
Baker

Area 2

All
Remaining
Counties

GLAZIERS

| | |
|-------|------|
| 24.62 | 5.95 |
|-------|------|

(Add \$1.00 to base rate if safety belt is required by State safety regulations)

(Add \$4.00 to base rate for work done from a non-motorized single-man bosun chair)

| | | |
|-----------|---------|-----------------------|
| Benton | Lane | Multnomah |
| Clackamas | Lincoln | Polk |
| Clatsop | Linn | Tillamook |
| Columbia | Marion | Washington Yamhill |

| | | |
|-----------------------------------|-------|------|
| HIGHWAY / PARKING STRIPERS | 20.02 | 4.76 |
|-----------------------------------|-------|------|

| | | |
|--------------------|-------|-------|
| IRONWORKERS | 22.90 | 10.17 |
|--------------------|-------|-------|

- o Structural, Reinforcing, Ornamental, Riggers, Signal Men

LABORERS

Zone 1 (Base Rate):

| | | |
|-----------|-------|------|
| o Group 1 | 19.54 | 7.05 |
| o Group 2 | 19.94 | 7.05 |
| o Group 3 | 20.28 | 7.05 |
| o Group 4 | 20.56 | 7.05 |
| o Group 5 | 17.45 | 7.05 |

Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Hazardous Waste Site. A Group 1 base rate is used for General Laborer on such a site. For further information on this, call the Prevailing Wage Rate Coordinator at 731-4074.

Zone Differential for Laborers
(Add to Zone 1 Rate)

| | |
|--------|------|
| Zone 2 | .65 |
| Zone 3 | 1.15 |
| Zone 4 | 1.70 |
| Zone 5 | 2.75 |

Zone 1: Projects within 30 miles of City Hall in the Cities listed below.

Zone 2: More than 30 miles but less than 40 miles.

Zone 3: More than 40 miles but less than 50 miles.

Zone 4: More than 50 miles but less than 80 miles.

Zone 5: More than 80 miles.

Reference Cities

| | | | |
|------------|-------------|---------------|------------|
| Albany | Burns | Hermiston | Portland |
| Astoria | Coos Bay | Klamath Falls | Roseburg |
| Baker City | Eugene | Medford | Salem |
| Bend | Grants Pass | Pendleton | The Dalles |

Group 1

| | |
|------------------------|-----------------------|
| Asphalt Plant Laborers | Guardrail, Median |
| Asphalt Spreaders | Rail (c) |
| Batch Weighman | Landscape or Planting |
| Broomers | Laborer |
| Brush Burners/Cutters | Leverman or Aggregate |
| Carpenter Tender | Spreader (d) |
| Car & Truck Loaders | Loading Spotter |

OREGON DETERMINATION 99-01

| TRADE | BASIC HOURLY RATE | FRINGE BENEFITS | TRADE | BASIC HOURLY RATE | FRINGE BENEFITS |
|-------|-------------------|-----------------|-------|-------------------|-----------------|
|-------|-------------------|-----------------|-------|-------------------|-----------------|

LABORERS (Continued)

Group 1(Continued)

| | |
|---|------------------------------------|
| Change-House Man | Material Yard Man (e) |
| Chipper Operator (a) | Powderman Assistant |
| Choke Setter | Railroad Track Laborers |
| Clean-up Laborers *** | Ribbon Setters (f) |
| Curing, concrete | Rip Rap Man (Hand Placed) |
| Demolition, wrecking moving (industrial)*** | Road Pump Tender and Sewer Laborer |
| Driller Assistant | Signalman |
| Dry-shack Man | Skipman |
| Dumpers, road oiling crew | Slopers |
| Dumpmen for grading crew | Sprayman |
| Elevator Feeders | Stake Chaser |
| Fence Builder | Stockpiler |
| Fine Graders | Tie Back Shoring |
| Fire Watch | Timber Faller/Bucker (Hand Labor) |
| Form Strippers (b) | Toolroom Man (Job Site) |
| General Laborer *** | Weight-Man-Crusher (g) |

- a) Pittsburg or similar types
- b) Not swinging stages
- c) Reference Post, Guide Post, or Right-of Way Marker
- d) Flaherty, and similar types
- e) Including electrical
- f) Including steel forms
- g) Aggregate when used

*** Laborers can tear off roofs, clean up or handle roofing materials only when at least one new story is added or in demolition work, where no reroofing will occur.

Group 2

| | |
|-------------------------|--|
| Applicators (a) | Gunite or Sandblasting |
| Brush Cutters (b) | Pot Tender |
| Burners | Handlers/Mixers (f) |
| Choker Splicer | Pipe Doping & Wrapping |
| Clary Power Spreader(c) | Post Hole Digger, Air, gas or electric |
| Clean up Nozzleman- | Power Tool Operators (g) |
| Green Cutter (d) | Sand Blasting (wet) |
| Concrete Laborers | Stake Setter |
| Concrete Power Buggyman | |

LABORERS (Continued)

Group 2(Continued)

| | |
|-------------------------|------------------|
| Crusher Feeder | Tampers |
| Demolition/Wrecking (e) | Vibrating Screed |
| Gunite Nozzleman Tender | |

- a) Including Pot Tender for same, applying protective material by hand or nozzle on utility lines or storage tanks on project
- b) Power saw
- c) And similar types of spreaders
- d) Concrete, rock, etc.
- e) Charred Materials
- f) Of all materials of an irritating nature including cement and lime
- g) Includes, but not limited to: Dry Pack Machine, Jackhammer, Chipping Guns, Paving Breakers

Group 3

| | |
|-----------------------------------|-------------------------|
| Asbestos Removal | Power Saw Operators (c) |
| Bit Grinder | Sand Blasting (dry) |
| Concrete Saw Operator | Sewer Timberman |
| Drill Doctor | Drill Operators (a) |
| Gunite Nozzleman | Track Liners (d) |
| Laser Beam (b) | Tugger Operator |
| Manhole Builder | Vibrators(all) |
| Nippers & Timbermen | Water Blaster |
| Nuclear Plant Worker- Lead Shield | Welder |

- a) Air Tracks, Cat Drills, Wagon Drills, Rubber-mounted drills, and other similar types
- b) Pipe laying, applicable when employee assigned to move, set up, align Laser Beam.
- c) Bucking and falling
- d) Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks

Group 4

| |
|--------------------|
| Asphalt Rakers |
| Concrete Nozzlemen |
| Grade Checker |

OREGON DETERMINATION 99-01

| TRADE | BASIC HOURLY RATE | FRINGE BENEFITS | TRADE | BASIC HOURLY RATE | FRINGE BENEFITS |
|-------|-------------------|-----------------|-------|-------------------|-----------------|
|-------|-------------------|-----------------|-------|-------------------|-----------------|

LABORERS (Continued)

Group 4(Continued)

High Scalers, Strippers,
 Drillers (a)
 Laser Beam (Tunnel), applicable when employee assigned to move, set up, align laser beam
 Tunnel Powderman
 Loop Installation
 Motorman - Dinky Locomotive
 Pipe Layers (all)
 Powdermen
 Shield Operator
 Tunnel Bull Gang (above ground)
 Tunnel Chuck Tenders
 Tunnel Miners
 Tunnel Muckers/ Brakeman/ Concrete Crew/Bull Gang (underground)

a) Covers work in Swinging Stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping

Group 5

Clean-up Laborers (building only)***
 Demolition, Wrecking, & Moving (building only)***
 Flagger

*** Laborers can tear off roofs, clean up or handle roofing materials only when at least one new story is added or in demolition work, where no reroofing will occur.

LIMITED ENERGY ELECTRICIANS

May only be used for electrical work not exceeding 100 va in Class II and III installations (as defined in Article 725 of the National Electrical Code):

| | | |
|--------|-------|------|
| Area 1 | 21.95 | 6.71 |
| Area 2 | 21.95 | 6.71 |
| Area 3 | 18.51 | 4.81 |
| Area 4 | 18.51 | 4.81 |
| Area 5 | 18.51 | 4.81 |
| Area 6 | 18.51 | 4.81 |
| Area 7 | 18.51 | 4.81 |
| Area 8 | 18.51 | 4.81 |
| Area 9 | 21.95 | 6.71 |

LIMITED ENERGY ELECTRICIANS (Continued)

| | | |
|---------|-------|------|
| Area 10 | 18.51 | 4.81 |
| Area 11 | 18.51 | 4.81 |
| Area 12 | 20.05 | 6.55 |
| Area 13 | 20.05 | 6.55 |
| Area 14 | 20.05 | 6.55 |

| | |
|----------------|--|
| <u>Area 1</u> | Clatsop, Columbia, Tillamook |
| <u>Area 2</u> | Clackamas, Multnomah, Washington, Yamhill (north half) |
| <u>Area 3</u> | Marion, Polk, Yamhill (south half) |
| <u>Area 4</u> | Benton, Lincoln, Linn |
| <u>Area 5</u> | Lane |
| <u>Area 6</u> | Douglas |
| <u>Area 7</u> | Coos, Curry |
| <u>Area 8</u> | Jackson, Josephine |
| <u>Area 9</u> | Hood River, Sherman, Wasco |
| <u>Area 10</u> | Crook, Deschutes, Jefferson |
| <u>Area 11</u> | Klamath, Lake, Harney |
| <u>Area 12</u> | Gilliam, Grant, Morrow, Umatilla, Wheeler |
| <u>Area 13</u> | Baker, Union, Wallowa |
| <u>Area 14</u> | Malheur |

LINE CONSTRUCTION

| | | |
|-----------|-------|------|
| Area 1: | | |
| o Group 1 | 28.55 | 7.51 |
| o Group 2 | 25.75 | 7.40 |
| o Group 3 | 19.97 | 5.70 |
| o Group 4 | 22.19 | 5.78 |
| o Group 5 | 19.37 | 5.68 |
| o Group 6 | 18.19 | 5.64 |

| | | |
|----------------------|-------|------|
| Area 2: | | |
| o Cable Splicers | 26.30 | 6.12 |
| o Journeyman Lineman | 23.85 | 6.02 |
| o Line Equip. Oper. | 20.22 | 5.86 |
| o Groundman | 14.80 | 5.63 |

Area 1 All counties except Malheur County
Area 2 Malheur County

| TRADE | BASIC HOURLY RATE | FRINGE BENEFITS | TRADE | BASIC HOURLY RATE | FRINGE BENEFITS |
|-------|-------------------|-----------------|-------|-------------------|-----------------|
|-------|-------------------|-----------------|-------|-------------------|-----------------|

LINE CONSTRUCTION (Continued)

| | |
|----------------------|--------------------------|
| <u>Group 1</u> | <u>Group 2</u> |
| Cable Splicers | Certified Lineman Welder |
| Leadman Pole Sprayer | Heavy Line Equipment Man |
| Lineman | |
| Pole Sprayer | |

| | |
|----------------|--------------------|
| <u>Group 3</u> | <u>Group 4</u> |
| Tree Trimmer | Line Equipment Man |

| | |
|-----------------|----------------|
| <u>Group 5</u> | <u>Group 6</u> |
| Head Groundman | Groundman |
| Jackhammer Man. | |
| Powderman | |

MARBLE SETTERS (Includes Granite)

THIS TRADE IS TENDED BY "TILE, TERRAZZO, BRICK MARBLE FINISHERS"

| | | |
|--------|-------|------|
| Area 1 | 25.19 | 7.53 |
| Area 2 | 23.95 | 7.20 |

Area 1

| | | | |
|------------|-------------|-----------|------------|
| Baker | Hood River | Multnomah | Wallowa |
| Benton (a) | Lincoln (a) | Polk | Wasco (a) |
| Clackamas | Linn (a) | Sherman | Washington |
| Clatsop | Malheur (a) | Tillamook | Yamhill |
| Columbia | Marion | Umatilla | |
| Gilliam | Morrow | Union | |

Area 2

| | | | |
|------------|-----------|-------------|-------------|
| Benton (b) | Douglas | Josephine | Linn (b) |
| Crook | Grant | Klamath | Malheur (b) |
| Coos | Harney | Lake | Wasco (b) |
| Curry | Jackson | Lane | Wheeler |
| Deschutes | Jefferson | Lincoln (b) | |

- a) North half
- b) South half

PAINTERS & DRYWALL TAPERS

| | | |
|------------------|-------|------|
| o Brush Painting | 19.60 | 3.48 |
|------------------|-------|------|

PAINTERS & DRYWALL TAPERS (Continued)

- (Add \$0.60 to base rate for spray, sandblasting, other pressure blasting over 3000 psi, and steam cleaning.)
- (Add \$0.50 to base rate for work over 60 ft high on swing stage, mechanical climber, spider, or bucket truck.)

| | | |
|------------------|-------|------|
| o Drywall Tapers | 23.80 | 6.08 |
|------------------|-------|------|

PLASTERERS

| | | |
|---------------------|-------|------|
| o Nozzleman | 25.16 | 5.86 |
| o Swinging scaffold | 24.16 | 5.86 |
| o all other work | 23.16 | 5.86 |

PLUMBERS & STEAMFITTERS/PIPEFITTERS

| | | |
|---------------|-------|------|
| Area 1 (Both) | 22.44 | 6.72 |
|---------------|-------|------|

Zone Differential for Area 1 Plumbers & Steamfitters/Pipefitters on following page

(Add to Zone 1 Rate)

| | |
|--------|------------------|
| Zone 2 | \$ 1.20 per hour |
| Zone 3 | \$ 1.70 per hour |
| Zone 4 | \$ 2.50 per hour |
| Zone 5 | \$ 3.55 per hour |
| Zone 6 | \$30.32 per day |

Zone 1: Projects within 15 miles of City Hall in the Cities listed below.

- Zone 2: More than 15 but less than 30
- Zone 3: More than 30 but less than 40
- Zone 4: More than 40 but less than 50
- Zone 5: More than 50 but less than 100
- Zone 6: More than 100 miles

With distances in Zone 6, 100 miles and beyond, there shall be a minimum of one hundred fifty-one dollars and sixty cents (\$151.60) per week or thirty dollars and thirty-two cents (\$30.32) per day worked.

| TRADE | BASIC HOURLY RATE | FRINGE BENEFITS | TRADE | BASIC HOURLY RATE | FRINGE BENEFITS |
|-------|-------------------|-----------------|-------|-------------------|-----------------|
|-------|-------------------|-----------------|-------|-------------------|-----------------|

PLUMBERS & STEAMFITTERS/PIPEFITTERS (Continued)

Reference Cities

Boise, Idaho
Twin Falls, Idaho

| | | |
|---------------|-------|------|
| Area 2 (Both) | 27.80 | 9.60 |
| Area 3 (Both) | 27.72 | 8.90 |

| <u>Area 1</u> | <u>Area 2</u> | <u>Area 3</u> |
|---------------|---------------|------------------------|
| Baker | Grant (b) | All remaining counties |
| Harney (a) | Morrow | |
| Malheur | Umatilla | |
| | Wallowa | |
| | Union | |

- a) Except Northwest Portion
- b) Except Southwest Corner

POWER EQUIPMENT OPERATORS

Zone 1 (Base Rate):

| | | |
|-----------|-------|------|
| o Group 1 | 25.91 | 8.20 |
| o Group 2 | 25.00 | 8.20 |
| o Group 3 | 24.30 | 8.20 |
| o Group 4 | 23.83 | 8.20 |
| o Group 5 | 23.27 | 8.20 |
| o Group 6 | 21.10 | 8.20 |

Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Hazardous Waste Site. For information on this, call the Prevailing Wage Rate Coordinator at 731-4074.

ZONE RATES
(Add to Zone 1 Rate)

| | |
|--------|------|
| Zone 2 | 1.50 |
| Zone 3 | 3.00 |

POWER EQUIPMENT OPERATORS (Continued)

ZONE DESCRIPTIONS

FOR THE FOLLOWING METROPOLITAN COUNTIES:

Multnomah; Clackamas; Marion; Yamhill; Washington and Columbia:

- Zone map for this classification on page 73 •

(A) All jobs or projects located in Multnomah, Clackamas and Marion counties, west of the western boundary of Mt Hood National Forest and west of mile post 30 on interstate 84 and west of mile post 30 on state Hwy 26 and west of mile post 30 on Hwy 22 and all jobs located in Yamhill County, Washington County and Columbia County shall receive zone 1 pay for all classifications.

(B) All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive zone 2 pay for all classifications.

(C) All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive zone 3 pay for all classifications.

FOR THE FOLLOWING CITIES:

Albany; Bend; Coos Bay; Eugene; Grants Pass; Klamath Falls; Medford and Roseburg

(A) All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive zone 1 pay for all classifications.

(B) All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive zone 2 pay for all classifications.

(C) All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive zone 3 pay for all classifications.

| TRADE | BASIC HOURLY RATE | FRINGE BENEFITS | TRADE | BASIC HOURLY RATE | FRINGE BENEFITS |
|-------|-------------------|-----------------|-------|-------------------|-----------------|
|-------|-------------------|-----------------|-------|-------------------|-----------------|

POWER EQUIPMENT OPERATORS (Continued)

ASPHALT

- 6 Plant Oiler
- 6 Plant Fireman
- 6 Pugmill Operator (any type)
- 6 Truck mounted asphalt spreader, with screed
- 4 Screed Operator
- 5 Extrusion Machine Operator
- 2 Asphalt Plant Operator (any type)
- 4 Asphalt Paver Operator
- 5 Roller Operator (any asphalt mix)
- 4 Diesel-Electric Engineer, Plant
- 5 Asphalt Burner and Reconditioner Operator any type),84
- 4 Roto-Mill, pavement profiler operator, under 6 foot lateral cut
- 5 Roto-Mill, pavement profiler, ground man
- 2 Roto-Mill, pavement profiler operator, 6 foot lateral cut and over

BLADE

- 6 Blade Operator, pulled type
- 4 Blade Operator
- 4 Blade Operator, Finish
- 4 Blade Operator, externally controlled by electronic, mechanical hydraulic means
- 4 Blade Operator, multi-engine
- 2 Auto Grader or "Trimmer" Operator

BULLDOZERS

- 4 Bulldozer Operator
- 4 Drill Cat Operator
- 4 Side-Boom Operator
- 2 Tandem bulldozer operator (quadnine and similar type, D-11)
- 4 Bulldozer Operator, twin engine (TC 12 and similar type, D-10)
- 4 Cable-Plow Operator (any type)

POWER EQUIPMENT OPERATORS (Continued)

CLEARING

- 4 Log Skidder Operator
- 4 Chipper Operator
- 4 Incinerator Operator
- 4 Stump Splitter Operator
- 4 Faller/Buncher Operator

COMPRESSORS

- 6 Compressor Operator (any power), under 1,250 cu. ft. total capacity
- 5 Compressor Operator (any power), over 1,250 cu. ft. capacity)

COMPACTORS - Self-Propelled

- 5 Compactor Operator, including vibratory
- 5 Wagner Patcor Operator or similar type (without blade)
- 4 Compactor Operator, with blade
- 4 Compactor Operator, multi-engine

CONCRETE

- 6 Plant Oiler
- 6 Assistant Conveyor Operator
- 6 Conveyor Operator
- 6 Mixer Box Operator (C.T.B., dry batch, etc.)
- 6 Cement Hog Operator
- 6 Concrete Saw Operator
- 6 Concrete Curing Machine Operator (riding type)
- 6 Wire Mat or Brooming Machine Operator
- 5 Combination Mixer and Compressor Operator, gunite work
- 5 Concrete Batch Plant Quality Control Operator
- 5 Beltcrete Operator
- 5 Pumpcrete Operator (any type)
- 5 Pavement Grinder and/or Grooving Machine Operator (riding type)
- 4 Mixer Mobile Operator
- 5 Cement Pump Operator, Fuller-Kenyon and similar
- 5 Concrete Pump Operator
- 5 Grouting Machine Operator
- 4 Screed Operator
- 4 Concrete Cooling Machine Operator

| TRADE | BASIC HOURLY RATE | FRINGE BENEFITS | TRADE | BASIC HOURLY RATE | FRINGE BENEFITS |
|---|-------------------|-----------------|---|-------------------|-----------------|
| <u>POWER EQUIPMENT OPERATORS (Continued)</u> <u>CONCRETE (Continued)</u> | | | <u>POWER EQUIPMENT OPERATORS (Continued)</u> <u>CRANE(Continued)</u> | | |
| 5 | | | 4 | | |
| 2 | | | | | |
| 1 | | | | | |
| 5 | | | 4 | | |
| 5 | | | 4 | | |
| 5 | | | 4 | | |
| 5 | | | 4 | | |
| 5 | | | 4 | | |
| 5 | | | 2 | | |
| 5 | | | 1 | | |
| 5 | | | | | |
| 5 | | | | | |
| 5 | | | | | |
| 4 | | | | | |
| 4 | | | | | |
| 2 | | | | | |
| 2 | | | | | |
| 2 | | | | | |
| 4 | | | | | |
| <u>CRANE</u> | | | <u>HYDRAULIC CRANE OPERATOR</u> | | |
| 6 | | | 5 | | |
| 6 | | | 4 | | |
| 6 | | | 3 | | |
| 6 | | | 2 | | |
| 6 | | | 1 | | |
| 5 | | | | | |
| 5 | | | | | |
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| 5 | | | | | |
| 4 | | | | | |
| 4 | | | | | |
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| 4 | | | | | |
| 4 | | | | | |
| 4 | | | | | |
| 4 | | | | | |
| 4 | | | | | |
| <u>CRANE</u> | | | <u>TOWER/WHIRLEY OPERATOR</u> | | |
| 6 | | | 2 | | |
| 6 | | | 2 | | |
| 6 | | | 1 | | |
| 5 | | | | | |
| 5 | | | | | |
| 5 | | | | | |
| 5 | | | | | |
| 4 | | | | | |
| 4 | | | | | |
| 4 | | | | | |
| 4 | | | | | |
| 4 | | | | | |
| 4 | | | | | |
| 4 | | | | | |
| 4 | | | | | |
| <u>CRANE</u> | | | <u>LATTICE BOOM CRANE OPERATOR</u> | | |
| 6 | | | 4 | | |
| 6 | | | 3 | | |
| 6 | | | 2 | | |
| 6 | | | 1 | | |
| 5 | | | | | |
| 5 | | | | | |
| 5 | | | | | |
| 5 | | | | | |
| 4 | | | | | |
| 4 | | | | | |
| 4 | | | | | |
| 4 | | | | | |
| 4 | | | | | |
| 4 | | | | | |
| 4 | | | | | |
| 4 | | | | | |
| <u>CRANE</u> | | | <u>CRUSHER</u> | | |
| 6 | | | 6 | | |
| 6 | | | 4 | | |
| 6 | | | 4 | | |
| 5 | | | 4 | | |
| 5 | | | 4 | | |
| 5 | | | 2 | | |

OREGON DETERMINATION 99-01

| TRADE | BASIC HOURLY RATE | FRINGE BENEFITS | TRADE | BASIC HOURLY RATE | FRINGE BENEFITS |
|-------|-------------------|-----------------|-------|-------------------|-----------------|
|-------|-------------------|-----------------|-------|-------------------|-----------------|

POWER EQUIPMENT OPERATORS (Continued)
DRILLING

- 6 Drill Assistant
- 6 Auger Oiler
- 5 Churn Drill and Earth Boring Machine Operator
- 4 Drill Doctor
- 4 Boring Machine Operator
- 4 Driller - Percussion, Diamond, Core, Cable, Rotary and similar type
- 4 Cat Drill (John Henry)

FLOATING EQUIPMENT

- 6 Deckhand
- 6 Boatman
- 5 Fireman
- 4 Diesel-Electric Engineer
- 4 Jack Operator, elevating barges
- 4 Barge Operator, self-unloading
- 4 Stevedriver Operator (not crane type)
- 4 Floating Clamshell, etc. Operator, under 3 cu. yd. (only for construction projects - otherwise see Dredging)
- 4 Floating Crane (derrick barge) Operator, less than 30 tons
- 2 Floating Clamshell, etc. Operator, 3 cu. yd. and over (only for construction projects - otherwise see Dredging)
- 2 Floating Crane (derrick barge) Operator, 30 tons but less than 150 tons
- 1 Floating Crane, 150 tons and over

FORK LIFT

- 6 Self-Propelled Scaffolding Operator (excluding working platform)
- 6 Fork Lift or Lumber Stacker Operator
- 6 Ross Carrier Operator
- 5 Lull Hi-Lift Operator or similar type
- 4 Fork Lift, over 5 tons
- 4 Rock Hound Operator

GENERATORS

- 4 Generator Operator
- 4 Diesel-Electric Engineer

POWER EQUIPMENT OPERATORS (Continued)
GUARDRAIL EQUIPMENT

- 6 Oiler
- 6 Auger Oiler
- 6 Oiler, combination guardrail machines
- 4 Guardrail Punch Operator (all types)
- 6 Guardrail Punch Oiler
- 4 Guardrail Auger Operator (all types)
- 4 Combination Guardrail machines. i.e. punch, auger etc.

HAZARDOUS WASTE REMOVAL

- 5 Assistant to the Engineer (Oiler)
- 4 Assistant Incinerator Control Board Operator
- 3 Incinerator Control Board Operator

HEATING PLANT

- 6 Temporary Heating Plant Operator
- 4 Surface Heater and Planer Operator

HYDRAULIC HOES

- 5 Hydraulic Backhoe Operator, wheel type 3/8 cu. yd. and under with or without front end attachments 2-1/2 cu. yd. and under (Ford, John Deere, Case type)
- 4 Hydraulic Backhoe Operator, Track Type 3/8 cu.yd. (Note: Over 3/8 cu. yd. takes Shovel Classification rate)

LOADERS

- 6 Bobcat, Skid Steer (under 1 cubic yard)
- 6 Bucket Elevator Loader Operator, Barber-Greene and similar types
- 5 Loaders, rubber-tired type, 2-1/2 cu. yd. and under
- 5 Elevating Grader Operator, Tractor Towed requiring Operator or Grader
- 4 Belt Loader Operator, Kolman and Ko Cal types
- 4 Loader Operator, front end and overhead, 2-1/2 cu. yd. and under 4 cu. yd.
- 4 Elevating Loader Operator, Athey and similar types
- 4 Elevating Grader Operator, Sierra, Euclid or similar types

| TRADE | BASIC HOURLY RATE | FRINGE BENEFITS | TRADE | BASIC HOURLY RATE | FRINGE BENEFITS |
|---|-------------------|-----------------|---|-------------------|-----------------|
| <u>POWER EQUIPMENT OPERATORS (Continued)</u> <u>LOADERS(Continued)</u> | | | <u>POWER EQUIPMENT OPERATORS (Continued)</u> <u>RAILROAD EQUIPMENT (Continued)</u> | | |
| 3 | | | 6 | | |
| | | | | | |
| <u>OILERS</u> | | | <u>REMOTE CONTROL</u> | | |
| 6 | | | 2 | | |
| 6 | | | <u>REPAIRMEN, Heavy Duty</u> | | |
| 6 | | | 6 | | |
| 6 | | | 6 | | |
| 6 | | | 6 | | |
| 6 | | | 4 | | |
| 5 | | | 4 | | |
| 6 | | | 4 | | |
| <u>PILEDRIVERS</u> | | | <u>RUBBER-TIRED SCRAPERS</u> | | |
| Use Crane rates when driving or pulling piling) | | | 4 | | |
| 4 | | | 4 | | |
| 4 | | | 4 | | |
| <u>PIPE LINE - Sewer Water</u> | | | 4 | | |
| 6 | | | 4 | | |
| 6 | | | 4 | | |
| 6 | | | 4 | | |
| 5 | | | 4 | | |
| 5 | | | 4 | | |
| 4 | | | 4 | | |
| 4 | | | 4 | | |
| 4 | | | 4 | | |
| 4 | | | 4 | | |
| 4 | | | 4 | | |
| 4 | | | 4 | | |
| 4 | | | 4 | | |
| <u>PUMPS</u> | | | 4 | | |
| 6 | | | 4 | | |
| 6 | | | 4 | | |
| 5 | | | 3 | | |
| 5 | | | 2 | | |
| <u>RAILROAD EQUIPMENT</u> | | | 4 | | |
| 6 | | | <u>RAILROAD EQUIPMENT (Continued)</u> | | |
| 6 | | | 6 | | |

OREGON DETERMINATION 99-01

| TRADE | BASIC HOURLY RATE | FRINGE BENEFITS | TRADE | BASIC HOURLY RATE | FRINGE BENEFITS |
|-------|-------------------|-----------------|-------|-------------------|-----------------|
|-------|-------------------|-----------------|-------|-------------------|-----------------|

POWER EQUIPMENT OPERATORS (Continued)

3 Self-loading, paddle wheel, auger type, finish and/or 2 or more units

SHOVEL, DRAGLINE, CLAMSHELL, BACKHOE, SKOOPER, ETC., OPERATOR

- 6 Oiler
- 6 Grade Oiler (required to check grade)
- 6 Grade Checker
- 6 Fireman
- 4 Diesel-Electric Engineer
- 4 Stationary Drag Scraper Operator
- 4 Shovel, Dragline, Clamshell, Hoe etc., Operator under 3 cu. yd.
- 4 Grade-all Operator
- 2 Shovel, Dragline, Clamshell, Hoe etc., Operator 3 cu. yd. and over

SIGNALMAN

- 6 Bell Boy, phones, etc., Operator
- 6 Helicopter Radioman (ground)

SURFACING (BASE) MATERIAL

- 6 Roller Operator, grading of base rock (not asphalt)
- 5 Roller Operator, Oiling, C.T.B.
- 6 Tamping Machine Operator, mechanical, self-propelled
- 6 Hydrographic Seeder Machine Operator, straw, pulp or seed
- 5 Rock Spreaders, self-propelled
- 5 Pulva-mixer or similar types
- 4 Blade Mounted Spreaders, Ulrich and similar types
- 5 Chip Spreading Machine Operator
- 5 Lime Spreading Operator

SWEEPERS

- 6 Broom Operator, self-propelled
- 5 Sweeper Operator (Wayne type) self-propelled

TRACTOR - RUBBER TIRED

- 5 Tractor Operator, rubber-tired, 50 H.P. Flywheel and under
- 4 Tractor Operator, rubber-tired, over 50 H.P. Flywheel
- 4 Tractor Operator, with boom attachment

POWER EQUIPMENT OPERATORS (Continued)

4 Rubber-tired Dozers and Pushers (Michigan, Cat, Hough type)

TRENCHING MACHINE

- 6 Oiler
- 6 Grade Oiler (required to check grade)
- 5 Trenching Machine Operator, maximum digging capacity 3 ft. depth
- 4 Trenching Machine Operator, maximum digging capacity over 3 ft. depth
- 4 Back Filling Machine Operator
- 2 Wheel Excavator
- 2 Canal Trimmer
- 2 Band Wagon (in conjunction with wheel excavator)

TUNNEL

- 4 Mucking Machine Operator
- 6 Conveyor Operator (any type)
- 4 Shield Operator
- 6 Air Filtration Equipment Operator
- 6 Dinkey Operator
- 6 Oiler
- 4 Tunnel Boring Machine Operator

UNDERWATER EQUIPMENT

- 2 Underwater Equipment Operator, remote or otherwise, when used in construction work

WELDING MACHINES

- 6 Welding Machine Operator

ROOFERS

Area 1:

| | | |
|---------------------------|-------|------|
| o Roofers | 20.95 | 5.40 |
| o Handling coal tar pitch | 23.05 | 5.40 |

Area 2:

| | | |
|-----------|-------|------|
| o Roofers | 17.64 | 6.25 |
|-----------|-------|------|

OREGON DETERMINATION 99-01

TRADE
BASIC
HOURLY
RATE
FRINGE
BENEFITS

TRADE
BASIC
HOURLY
RATE
FRINGE
BENEFITS

ROOFERS (Continued)

- (Add \$2.00 per hour to Fringe for work with irritable Bituminous material.)

| <u>Area 1</u> | <u>Area 2</u> |
|---------------|---------------|
| Clackamas | Benton |
| Clatsop | Douglas |
| Columbia | Lane |
| Multnomah | Lincoln |
| Tillamook | Linn |
| Washington | Marion |
| | Polk |
| | Yamhill |

SHEETMETAL WORKERS

Area 1 23.53 9.53

- (Add \$1.00 to base rate for work performed on any swinging platform, swinging chair, or swinging ladder)
- (Add \$1.00 to base rate for work with lead or installing material in a plant that uses lead in any form to manufacture a product, (excluding soldering)).
- (Add \$1.00 to base rate for work performed in a confined space as defined by OSHA.)

Area 2 20.10 7.17

- (Add \$1.75 to base rate for work performed whenever it is possible for worker to fall 30 feet or more)
- (Add \$1.75 to base rate for work performed in an area where epoxy resins or other injurious chemicals are being applied)

Area 3 23.93 7.87

- (Add \$1.00 to base rate for work where it is necessary to wear a chemically activated face mask)

SHEETMETAL WORKERS (Continued)

- (Add \$1.00 to base rate for work where employees required to wear a fresh air mask due to nuclear related work)
- (Add \$.45 to base rate for work on a swinging stage, swinging scaffold or bosun chair in excess of 30 feet above the ground)

Area 4 20.02 8.01

Area 1

| | | | |
|-----------|------------|-----------|------------|
| Benton | Gilliam | Linn | Wasco |
| Clackamas | Grant | Marion | Washington |
| Clatsop | Harney | Multnomah | Wheeler |
| Columbia | Hood River | Polk | Yamhill |
| Crook | Jefferson | Sherman | |
| Deschutes | Lincoln | Tillamook | |

Area 2

Baker
Malheur

Area 3

Morrow
Umatilla
Union
Wallowa

Area 4

Douglas
Jackson
Josephine
Klamath
Lake
Lane

SOFT FLOOR LAYERS 20.65 5.48 + a

- a) plus 4% of basic hourly rate for employees with less than one year of service, 6% for those with more than one year.

SPRINKLER FITTERS 22.48 6.85

TENDERS TO MASON TRADES 21.64 6.00

Tenders to Bricklayers and Stone Masons.
Mortar Mixers.

- (Add \$0.50 to base rate for refractory work)

| TRADE | BASIC HOURLY RATE | FRINGE BENEFITS | TRADE | BASIC HOURLY RATE | FRINGE BENEFITS |
|-------|-------------------|-----------------|-------|-------------------|-----------------|
|-------|-------------------|-----------------|-------|-------------------|-----------------|

TENDERS TO MASON TRADES (Continued)

- (Add to base rate an amount equal to that received for safety belt requirements or other unusual job conditions by the mechanic this worker is tending)

TENDERS TO PLASTERERS 20.59 6.00

**TILE SETTER/
TERRAZZO WORKER** 22.78 6.20

THIS TRADE IS TENDED BY "TILE, TERRAZZO, BRICK & MARBLE FINISHERS"

- (Add \$.50 to base rate if safety belt required by State safety regulations.)
- (Add \$1.00 to base rate if work involves epoxy, furnane, alkor acetylene black grouting or waterproof membrane.)

**TILE, TERRAZZO, BRICK
& MARBLE FINISHERS** 17.07 4.72

Assists Tile Setters, Brick Layers, Marble Masons, and Terrazzo Workers by striking, sawing, cleaning, washing or grouting. Does not lay or set any material.

- (Add \$.50 to base rate if safety belt required by State safety regulations.)
- (Add \$1.00 to base rate if work involves epoxy, furnane, alkor acetylene black grouting or waterproof - membrane.)
- (Add \$0.75 to fringe for refractory repair work.)

TRUCK DRIVERS

NOTE: "THE SURVEY DATA REGARDING THIS CLASSIFICATION INDICATES THAT THERE IS ONE STATEWIDE RATE FOR ALL TRUCK DRIVERS. PLEASE REFER TO THE APPROPRIATE PROJECT COUNTY IN THE "OCCUPATIONS BY REGIONS" SECTION OF THIS BOOKLET."

BUREAU OF LABOR AND INDUSTRIES - WAGE AND HOUR DIVISION

INSTRUCTIONS FOR COMPLETING PAYROLL/CERTIFIED STATEMENT FORM

General: This form meets needs resulting from the 1983 amendments to the prevailing wage rate law. Under this amended law, the contractor is required to pay not less than fringe benefits as predetermined by the Bureau of Labor and Industries, in addition to payment of not less than the predetermined rates. The contractor's obligation to pay fringe benefits may be met either by payment of the benefits to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringe benefits.

This form provides for the contractor's showing of the payroll and all monies paid to the employees, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the payroll/certified statement that he/she is paying other benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the form follow:

Complete the box at the top of the form. Complete the appropriate prime contractor or subcontractor box. Be sure to enter the date the contract was first advertised for bid. If you are not sure of this date, contact the Public Contracting Agency.

Column 1 - Name and Address of Employee: The employee's full name must be shown on each payroll submitted. The employee's address must also be shown on the first payroll submitted. The address need not be shown on subsequent payrolls unless the address changes.

Column 2 - Trade Classifications: List the classification found in the Bureau of Labor and Industries' publication "Prevailing Wage Rates for Public Works Contracts in Oregon," which is most descriptive of the work actually performed by the employee. Give the group number for those worker classifications which include such information. Consult the worker classifications and minimum prevailing wage rate schedule set forth in contract specifications. Refer to the appropriate prevailing wage rates in effect at the time the contract was first advertised for bid for information regarding trade classifications, basic hourly rates, and hourly fringe benefits. Indicate which workers are apprentices, if any, and give their current percentage, trade classification, and group number when applicable. If additional worker classifications are deemed necessary, contact the public contracting agency. If an employee works in more than one worker classification, use the highest rate for all hours worked, or use separate line entries to show hours worked, rate of pay, and fringe benefit for each classification.

Column 3 - DAY AND DATE: Enter the day of the week (M, T, W, Th, F, S, Sn) in the top row of boxes, and the number of the day of the month below.

- HOURS WORKED EACH DAY: Contractors who have adopted a written work schedule of four consecutive ten hour days, Monday through Thursday or Tuesday through Friday may enter hours worked over 10 in a day as overtime hours.

Column 4 - Total Hours: Enter separately the total number of overtime hours and straight time hours worked by each listed classification during this pay period; overtime ("OT") on top, straight time ("S") immediately below.

Column 5 - Basic Hourly Rate of Pay: Enter the basic hourly rate and the overtime hourly rate (if any) paid the employee in the appropriate overtime and straight time boxes. Payment of not less than one and one half times the basic or regular rate paid is required for overtime under ORS 279.334.

Column 6 - Hourly Fringe Benefit Paid as Wages to the Employee: Enter any additional cash paid directly to the employee in lieu of fringe benefits. It is not necessary to pay time and a half for overtime work on those wages which are paid in lieu of fringe benefits.

Column 7 - Gross amount earned: Enter the gross wages earned by the worker in this classification for all listed straight time hours, all listed overtime hours, and including all additional amounts paid directly to the employee.

INSTRUCTIONS FOR COMPLETING PAYROLL/CERTIFIED STATEMENT FORM

Column 8 - Total Deductions, FICA, FED, STATE, ETC: Enter the total amount of deductions withheld from each employee for just those hours reported on this payroll/certified statement for this project. All deductions must be in accordance with the provisions of ORS 652.610.

Column 9 - Net Wages Paid for Week: Enter the amount of wage actually paid to the employee after subtracting the total deductions reported in Column 8 from the gross amount earned shown in Column 7.

Column 10 - Hourly Fringe Benefit Paid to Party, Plan, Fund or Program: Enter the hourly amount of fringe benefits paid to each individually approved party, plan, fund or program for each employee. List these amounts separately on the lines provided. Any contractor who is making payments to approved parties, plans, funds or programs in amounts less than the required hourly fringe benefit is obligated to pay the difference directly to the employee as wages in lieu of fringe benefits, and to show that amount in Column 6 of this form.

Column 11 - Name of Benefit Party, Plan, Fund or Program: Enter the name of the party, plan, fund or program that corresponds to the amount shown as an hourly fringe benefit in Column 10.

Summary - In order to determine if the wages and fringe benefits being certified by this statement are sufficient to meet prevailing wage rate requirements, the following check may be performed:

1. Consider each Trade Classification listed in Column 2.
2. For that Trade Classification, take the sum of:
 - a) the Basic Hourly Rate of Pay (Column 5),
 - b) the Hourly Fringe Benefit Paid as Wage to Employee (Column 6),
 - c) and the Hourly Fringe Benefit Paid To Party, Plan, Fund or Program (Column 10).
3. This sum must equal or exceed the sum of the Basic Hourly Rate (including zone pay and special wage differentials, if any) and the Fringe Benefit as they are listed for that Trade Classification in the appropriately dated issue of the Bureau of Labor and Industries publication Prevailing Wage Rates for Public Works Contracts in Oregon.



NOTICE TO CONTRACTORS: YOU ARE NO LONGER REQUIRED TO SUBMIT COPIES OF THE PAYROLL/CERTIFIED STATEMENT TO THE BUREAU OF LABOR AND INDUSTRIES. THE STATEMENT MUST BE SUBMITTED TO THE PUBLIC CONTRACTING AGENCY.

PRIME CONTRACTOR
SUBCONTRACTOR

FIRST 90 DAY LAST

| | | | |
|------------------------|--------------------------|------------------------|-----------------|
| Business Name (DBA): | CCB Registration Number: | Project Name: | Project Number: |
| Phone: () | Type of Work: | | |
| Street Address: | Project Location: | | |
| Mailing Address: | Project County: | | |
| Date Pay Period Began: | | Date Pay Period Ended: | |

THIS SECTION FOR PRIME CONTRACTORS ONLY
Public Contracting Agency Name:
Phone: ()
Date Contract Specifications First Advertised For Bid:
Contract Amount

THIS SECTION FOR SUBCONTRACTORS ONLY
Subcontract Amount:
Prime Contractor Business Name (DBA):
Phone: () CCB Registration Number:
Date You Began Work On The Project:

| | | (1) | (2) | (3) DAY AND DATE | | | | | | | (4) | (5) | (6) | (7) | (8) | (9) | (10) | (11) |
|------------------------------|--|-----|-----------------------|------------------|--|--|--|--|--|-------------|--------------------------|--|---------------------|---------------------------------------|------------------------|--|---|------|
| NAME AND ADDRESS OF EMPLOYEE | TRADE CLASSIFICATION (INCLUDE GROUP # IF APPLICABLE) | | HOURS WORKED EACH DAY | | | | | | | TOTAL HOURS | BASIC HOURLY RATE OF PAY | HOURLY FRINGE BENEFIT PAID AS WAGE TO EMPLOYEE | GROSS AMOUNT EARNED | TOTAL DEDUCTION FICA, FED, STATE, ETC | NET WAGE PAID FOR WEEK | HOURLY FRINGE BENEFIT PAID TO PARTY, PLAN, FUND OR PROGRAM | NAME OF BENEFIT PARTY, PLAN, FUND, OR PROGRAM | |
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| (1) | (2) | (3) DAY AND DATE | | | | | | | (4) | (5) | (6) | (7) | (8) | (9) | (10) | (11) |
|------------------------------|--|-----------------------|--|--|--|--|--|--|-------------|--------------------------|--|---------------------|---------------------------------------|------------------------|--|---|
| NAME AND ADDRESS OF EMPLOYEE | TRADE CLASSIFICATION (INCLUDE GROUP # IF APPLICABLE) | HOURS WORKED EACH DAY | | | | | | | TOTAL HOURS | BASIC HOURLY RATE OF PAY | HOURLY FRINGE BENEFIT PAID AS WAGE TO EMPLOYEE | GROSS AMOUNT EARNED | TOTAL DEDUCTION FICA, FED, STATE, ETC | NET WAGE PAID FOR WEEK | HOURLY FRINGE BENEFIT PAID TO PARTY, PLAN, FUND OR PROGRAM | NAME OF BENEFIT PARTY, PLAN, FUND, OR PROGRAM |
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CERTIFIED STATEMENT

 (NAME OF SIGNATORY PARTY) (TITLE) DO HEREBY STATE:

THAT I PAY OR SUPERVISE THE PAYMENT OF THE PERSONS EMPLOYED BY: _____ ON THE _____
 (CONTRACTOR, SUBCONTRACTOR OR SURETY) (BUILDING OR WORK)
 DURING THE PAYROLL PERIOD COMMENCING ON THE _____ DAY OF _____, 19_____, AND ENDING THE _____ DAY OF _____, 19_____
 PERSONS EMPLOYED ON SAID PROJECT HAVE BEEN PAID THE FULL WEEKLY WAGES EARNED, THAT NO REBATES HAVE BEEN OR WILL BE MADE EITHER DIRECTLY OR INDIRECTLY TO OR ON BEHALF OF
 ID _____ FROM THE FULL WEEKLY WAGES EARNED BY ANY PERSON, AND THAT NO DEDUCTIONS HAVE BEEN MADE EITHER DIRECTLY OR INDIRECTLY FROM THE FULL
 WAGES EARNED BY ANY PERSON, OTHER THAN PERMISSIBLE DEDUCTIONS AS SPECIFIED IN ORS 652.610, AND DESCRIBED AS FOLLOWS:

THAT ANY PAYROLLS OTHERWISE UNDER THIS CONTRACT REQUIRED TO BE SUBMITTED FOR THE ABOVE PERIOD ARE CORRECT AND COMPLETE; THAT THE WAGE RATES FOR WORKERS CONTAINED
 HEREIN ARE NOT LESS THAN THE APPLICABLE WAGE RATES CONTAINED IN ANY WAGE DETERMINATION INCORPORATED IN THE CONTRACT; THAT THE CLASSIFICATION SET FORTH THEREIN FOR EACH
 WORKER CONFORMS WITH WORK PERFORMED.
 THAT ANY APPRENTICES EMPLOYED IN THE ABOVE PERIOD ARE DULY REGISTERED IN A BONA FIDE APPRENTICESHIP PROGRAM REGISTERED WITH A STATE APPRENTICESHIP AGENCY RECOGNIZED BY THE
 BUREAU OF APPRENTICESHIP AND TRAINING, UNITED STATES DEPARTMENT OF LABOR, OR IF NO SUCH RECOGNIZED AGENCY EXISTS IN A STATE, ARE REGISTERED WITH THE BUREAU OF APPRENTICESHIP AND
 TRAINING, UNITED STATES DEPARTMENT OF LABOR.

I HAVE READ THIS CERTIFIED STATEMENT, KNOW THE CONTENTS THEREOF AND IT IS TRUE TO MY KNOWLEDGE.

 NAME AND TITLE SIGNATURE

NOTE TO CONTRACTORS: YOU MUST ATTACH COPIES OF THIS FORM TO EACH OF YOUR PAYROLL SUBMISSIONS ON THIS PROJECT. SEE THE BOLI PUBLICATION PREVAILING WAGE RATES FOR PUBLIC WORKS CONTRACTS IN OREGON FOR INSTRUCTIONS ON COMPLETING THIS FORM.



Bureau of Labor and Industries
Prevailing Wage Rate Unit
800 N.E. Oregon St., # 32
Portland, OR 97232
Phone: (503) 731-4074, Fax: (503) 731-4623

PUBLIC WORK CONTRACT FEE INFORMATION FORM
(For use by contractors in complying with ORS 279.357)

THIS FORM TO BE USED FOR PROJECTS AWARDED AFTER SEPTEMBER 9, 1995 ONLY

Contractors: Please complete and mail this form to BOLI at the above address, along with the appropriate fee (1/10th of 1% of the contract price*) payable to BOLI. **Minimum fee is \$100.00, maximum fee is \$5,000.00.** Without the following completed information, the bureau may be unable to properly credit you for payment received.

BUSINESS NAME (DBA) _____ CCB # _____

MAILING ADDRESS: _____ PHONE: () _____
(STREET OR PO BOX #, CITY, STATE, ZIP)

PROJECT NAME: _____

PROJECT NUMBER: _____ PROJECT LOCATION: _____

AGENCY AWARDED CONTRACT: _____

AGENCY CONTACT PERSON: _____ PHONE: () _____

CONTRACT AMOUNT: _____ DATE AWARDED: _____ DATE WORK BEGAN: _____

*(Contract amount X .001)

(Please duplicate this form for future use)

APPENDIX 5

EXPO Events Schedule

FINDINGS SUPPORTING AN EXEMPTION FROM COMPETITIVE BIDDING
PROCESS FOR A REQUEST FOR PROPOSALS AND SUPPORTING THE
DIRECTION TO USE THE CONSTRUCTION MANAGER/GENERAL CONTRACTOR
CONTRACTING METHOD FOR THE EXPO CENTER HALL D CONSTRUCTION
PROJECT

I. BACKGROUND

Metro owns and operates the Portland Metropolitan Exposition Center (Expo Center), Oregon's largest consumer and trade show facility. The Expo Center is located on a six acre site in North Portland Interstate 5 borders the Expo Center on the east, while the North Portland Harbor of the Columbia River borders the facility on the North. The Expo Center includes four interconnected buildings and parking for nearly 3,000 vehicles. Except for Hall E, which was completed in 1997, the remaining buildings are outdated and severely deficient given current construction standards and codes.

The proposed project includes the replacement of existing Hall D with a new 112,000 square foot facility, completing the code required landscaping in the existing parking area and adding approximately 50 more parking spaces. The total cost of this project is estimated at \$15,815,000, with approximately \$14,000,000 of that amount for construction of the facility.

The ongoing Expo Center operations must continue within the remaining buildings, which are located immediately to the North and South of the Hall D project site during the course of demolition and construction. As a result, this project will require complex phasing and coordination between the contractor and the Expo Center staff. Additionally, some amount of parking will be displaced to accommodate construction staging and lay-down requirements. Assuming a one-year construction period, this loss of parking is expected to result in a loss of \$ 48,000 in parking revenues. There will also be a considerable amount of disruption to ongoing events which will result in a net loss to the Expo operations of \$64,000. In order to minimize this loss, it will be desirable to complete the construction in as short a period as possible and to schedule the "down-time" of Hall D so that it minimally impacts the largest consumer shows and events which traditionally occur in the winter and early spring.

II. FINDINGS

**A. FINDINGS SUPPORTING EXEMPTION FROM COMPETITIVE BID PROCESS
REGARDING FAVORITISM AND COMPETITION**

The Metro Contract Review Board finds that exempting the Expo Center Hall D construction contract RFP from competitive bidding requirements and selecting the Construction Manager/General Contractor through a competitive selection process in

accordance with the qualifications-based selection process is unlikely to encourage favoritism in the award of such construction contract or to substantially diminish competition for such construction contract. This finding is supported by the following:

- A) Solicitation Advertisement: Pursuant to ORS 279.025, the solicitation will be advertised at least twice in the Daily Journal of Commerce. In addition, solicitation documents will be available both through Metro's website page highlighted contracting opportunities, as well as at Plan and Procurement Centers throughout the State. Accordingly, this solicitation process is designed to encourage competition and to discourage favoritism.

- B) Full Disclosure: To avoid favoritism, and ensure full disclosure of all project requirements, the Request for Proposals (RFP) solicitation package will include:
 - 1) Detailed Description of the Project
 - 2) Contractual Terms and Conditions
 - 3) Selection Process Description
 - 4) Evaluation Criteria
 - 5) Complaint Process and Remedies

- C) Selection Process: To avoid favoritism the Selection Process will include the following elements:
 - 1) A pre-proposal conference, open to all interested parties, will be held at least ten days prior to the close of the solicitation and will offer the opportunity for potential proposers to ask questions, request clarifications, and suggest changes to the solicitation documents.

 - 2) The evaluation process will include the following steps:
 - a) Proposals will be evaluated for completeness and compliance with the requirements listed in the RFP.
 - b) Proposals considered complete and responsive will be evaluated under the criteria of the RFP.
 - c) Proposals will be independently scored by the voting members of the Evaluation Committee.
 - d) A group of the highest scoring proposers will be selected as finalists.
 - e) The Evaluation Committee will conduct interviews of the finalists.
 - f) The Evaluation Committee will use the interview to confirm the scoring of the proposals and to clarify any questions. Based upon the revised scoring, the Evaluation Committee will rank the Proposers, and provide an award recommendation.
 - g) Metro staff will attempt to negotiate a contract with the top ranked firm. If negotiations are not successful, negotiations will be conducted with the next ranked firm.

- 3) Competing proposers will be notified in writing of the selection and be given an evaluation report of the selection process.
 - 4) The contract achieved through this process will require the CM/GC to use an open competitive selection process to bid the majority of the components of the job.
- D) Subcontractor Selection Process: To avoid favoritism, Metro and MERC staff will monitor the competitive bid process which the GMGC uses to award subcontracts and shall require the GM/GC to follow Metro's Public Contract rules. The following specific minimum requirements shall apply:
- 1) Solicitations will be advertised at least ten (10) days prior to opening in the Daily Journal of Commerce and at least one other newspaper specifically targeted to reach the minority, women and emerging small business audiences.
 - 2) All bids will be written and submitted to a specific location at a specific time unless specific other prior arrangements have been made with Metro and MERC project management staff. Bidders must be registered with the Construction Contractors Board.
 - 3) Bids will be publicly read and the subcontract awarded to the lowest responsive and responsible bidder (unless this requirement is specifically waived by Metro/MERC project management staff for a specific contract).
 - 4) All bids in excess of \$75,000 shall be approved by Metro/MERC project management.
 - 5) Prevailing wage rates and all other standard terms and conditions of Oregon Public Work Contracts apply.
 - 6) The CM/GC may provide normal layout, clean-up, and other "pick-up" work required to complete the project with its own forces, without needing to employ bidding/quoting.
 - 7) For those items for which the CM/GC or any of its subsidiaries, other affiliates or businesses in which it has a financial interest intends to bid, such intention must be publicly announced in an approved manner at least 21 days prior to bid. Sealed bids will be delivered to the Metro/MERC project management staff and opened at an announced time, date, and place.
- E) Growing Pool of Contractors: Exemption of the construction contract from competitive bidding requirements is unlikely to substantially diminish competition for the contracts because of the growing pool of CM/GC contracts. While a limited number of contractors were initially successful in procuring CM/GC contracts, a growing group of contractors have now been successful in obtaining contract awards. In past Metro projects, five proposers responded to both the Oregon Zoo and Expo Addition CM/GC RFPs.

- F) Competition: In the projects Metro has administered, an equal or greater number of contractors have participated than with traditional design-bid-build projects. These projects have each had five proposers, which is well recognized to be more than adequate competition.

B. FINDINGS SUPPORTING EXEMPTION FROM COMPETITIVE BID PROCESS REGARDING COST SAVINGS

The Metro Contract Review Board finds that exempting the Expo Center Hall D construction contract RFP from competitive bidding requirements and selecting the Construction Manager/General Contractor through a competitive selection process in accordance with the qualifications-based selection will result in substantial cost savings to Metro. This finding is supported by the following::

- A) Fewer Changes at Less Cost: Exemption from competitive bid requirements to employ the CM/GC process will result in fewer changes at less cost. This is so because when the CM/GC participates in the design process, fewer change orders occur during construction that affect the Guaranteed Maximum Price, because there is better understanding of the owner's needs and the architect's design intent. Those changes also typically cost less. Additionally, use of the GM/GC methods should reduce the mark up of costs. In reviewing the files of past projects completed by Metro, most low-bid contractors charged the maximum 20% mark-up allowed under the General Conditions for change order work. With CM/GC contracts, this amount has been the fee stipulated in the contract, which has generally been within the 3%-5% range. Staff anticipates cost savings of \$238,000 which will accrue to the project.
- B) Better Informed Decisions: Early selection of the CM/GC allow the project construction team to make more informed and better quality decision making. by the project construction team. Cost options for materials, construction sequences, and packaging of bids, bid timing, and other factors affecting the production of bid documents can be viewed with greater certainty and knowledge.
- C) Value Engineering: Exemption from competitive bid requirements to employ the CM/GC process will allow a unique opportunity for value engineering. Under the CM/GC contract, the contractor is required to develop value engineering proposals and a report for review by the owner. As a result of this process, individual components are reviewed to assure that the project incorporates the best life cycle cost options, resulting in significant long-term savings. Additionally, this review often results in initial savings as well. For each of the CM/GC projects Metro has administered, several hundred thousand dollars of savings have been identified. Consequently, the project final design was uniquely different than if the contractor had not been involved during the design

process. Staff anticipates cost savings of \$350,000 to \$500,000 based on the \$14,000,000 construction budget. These savings will accrue to the project.

- D) Matching Budget and Scope: Exemption from competitive bid requirements to employ the CM/GC process will assure Metro as the owner that the project scope and budget will be congruent thereby increasing the efficiency of completing the documents and assuring that time and money is not wasted on revising documents that produced an over-budgeted bid.
- E) Full Savings: Exemption from competitive bid requirements to employ the CM/GC process allows the Project will enjoy the full savings if actual costs are below the GMP. When the CM/GC completes bidding all the subcontracts and has performed the work, at the conclusion of the job, any savings between the GMP and actual project costs will accrue to Metro.
- F) Unique Project: Exemption from competitive bid requirements to employ the CM/GC process allows early contractor involvement and value engineering to examine the life-cycle cost of components creates a unique project, different from a project developed using the traditional design-bid-build approach. Through this input and analysis, better value is obtained.
- G) Agency Capacity: Exemption from competitive bid requirements to employ the CM/GC process will allow Metro/MERC staff to take advantage experience in the use of this contracting method. Metro/MERC have previous experience in the use of this contracting method Their experience will ensure that the contract is administered appropriately, and that the potential savings and benefits possible through use of this process will accrue to Metro.
- H) Accelerated Schedule: Exemption from competitive bid requirements to employ the CM/GC process will allow use of an accelerated schedule with resulting cost savings. Due to the efficiencies of the CM/GC process, including the ability to over-lap design and construction activities, staff expects to reduce the project schedule (both design/construction) by 3 to 6 months. This reduction will result in cost savings related to project management of both Owner and Contractor of approximately \$150,000 to \$300,000.

ADDITIONAL INFORMATION JUSTIFYING EXEMPTION FROM COMPETITIVE BIDDING REQUIREMENTS AND SUPPORTING USE OF GM/CG CONTRACTING METHOD

The Metro Contract Review Board finds the following justifications support an exemption from competitive bidding and the conclusion of using the CM/GC contracting method:

- A) Operational, Budget and Financial Data: Continued operation of the Expo Center during the course of construction of the Hall D replacement will require extensive coordination with the contractor and advanced planning during design that can best be achieved through early involvement of the contractor. Metro budgets do not permit temporary cessation of the Expo operations. An accelerated construction schedule has been established in order to minimize loss of revenues which will occur during the course of construction. This accelerated schedule will also allow the shifting of several events from the Oregon Convention Center (OCC), which is expected to be engaged in a major expansion project from April 2000 to spring of 2002. The ability to shift displaced OCC events to the Expo Center upon completion of the Hall "D" project will alleviate operational impacts due to construction at the OCC and should provide additional revenues to Expo operations. The great majority of the work under the contract, which represents 85% to 90% of the cost, will be executed by sub-contractors who are selected by the low bid method. Project staff expects that the CM/GC approach will eliminate at least \$33,000 of lost revenues from operations (parking, room rental, food and other concessions).
- B) Public Benefits: Maintaining on-going operations of the current Expo Center during the project and minimizing disruptions and costs will benefit the general public..
- C) Value Engineering: The unique process and involvement of the contractor under the CM/GC process will result in better reliability and quality due to value engineering proposals produced for the project.
- D) Specialized Expertise Required: The Hall D replacement project involves the need for skills at conceptual estimating, detailed scheduling, working around users of an occupied facility, and skill and knowledge of working on long-span or column free structures.
- E) Public Safety: The CM/GC contractor will be required to make arrangements and take special precautions to ensure public safety during the execution of the work on a site that will continue to be open for public access. Additionally, the competitive selection process will allow consideration of safety records and other factors that would not be possible as a part of a competitive bid process.
- F) Market Conditions: The strong economy in Oregon and numerous construction projects of various sizes has placed a high demand on subcontractors and skilled trades people. As a consequence, contractor knowledge of local conditions is especially important in creating appropriate bid packages and in timing the release of bid packages in the current volatile construction market.
- G) Technical Complexity: The major technical complexity of the project is coordination and scheduling to allow on-going Expo Center functions to continue during construction that involves a major demolition and replacement to the

facility which will eliminate parking and cause significant disruption to the existing exhibit halls located immediately adjacent on both the north and south walls of Hall D.

- I) Funding Sources: The project is being funded primarily from Revenue Bonds. The funding has no impact on the choice of contracting methods.

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Staff Report

CONSIDERATION OF RESOLUTION NO. 99-2790 FOR THE PURPOSE OF PROVIDING AN EXEMPTION FROM THE COMPETITIVE BIDDING REQUIREMENT FOR A REQUEST FOR PROPOSALS FOR THE CONSTRUCTION MANAGER/GENERAL CONTRACTOR SERVICES FOR THE EXPO HALL "D" CONSTRUCTION PROJECT

Meeting Date: May 19, 1999

Presented by Mark Williams

PROPOSED ACTION

Resolution No. 99-2790 seeks authorization to issue a Request for Proposal (RFP) for Construction Manager/General Contractor Services contract for the Expo Hall "D" Construction Project.

BACKGROUND

On April 1, 1999, the Metro Council approved Resolution No. 99-2765 authorizing the construction of a new Hall "D" at the Expo Center. Funding for this project comes from approximately \$15.8 million of revenue bonds, which will be supported by Expo Center revenues. The project includes the replacement of existing Hall "D" which was constructed in the early 1980s to house livestock. The new Hall "D" will include 112,000 square feet of exhibit areas, meeting rooms, office space and support space, which will include kitchen, loading and storage space.

Metro and MERC staff have prepared a Request for Proposals for Construction Manager/General Contractor (CM/GC) Services which is attached hereto as Exhibit 1. The RFP for CM/GC services contemplates an alternative approach to the standard design-bid-build approach (sometimes referred to as "low-bid") which is utilized for construction contracts. This alternative requires an exemption from the sealed bidding process inherent in the design-bid-build approach. This exemption must be supported by findings which, among other things, indicate that use of the CM/GC method will not encourage favoritism or substantially diminish competition and will result in substantial cost savings.

Analysis – CM/GC Services

The CM/GC contracting method results in two separate contracts with the CM/GC contractor: one for pre-construction services and one for the construction services. The pre-construction services include project planning and scheduling, cost estimating, value engineering, constructability review and other related services. These services occur

collaboratively with both the Architect and the Owner participating fully. The construction services contract follows the pre-construction phase and is characterized by a Guaranteed Maximum Price (GMP), which is developed by the CM/GC and approved by the Owner, usually upon completion of the design development phase of project. The GMP phase is a critical milestone when the project's construction costs are established. The GMP is typically negotiated between the CM/GC and the Owner. Upon project completion, project savings (actual project costs are less than GMP) benefit the Owner. The subject RFP meets the standards and practices described above.

The procurement process used to select the CM/GC is a competitive RFP process. This process is qualifications-based procedure, whereby evaluators consider pre-established criteria to rank the proposers. Criteria typically include cost, experience with similar types of projects, proposed team members and past successes related to utilization of Minority Business Enterprises, Women Business Enterprises and Emerging Small Business firms. The selection committee, which will be utilized for this RFP process, will include Metro and MERC staff with extensive knowledge of complex construction projects and outside experts with similar expertise.

Construction projects with certain characteristics are generally known as good candidates for the CM/GC process. These characteristics are:

- Accelerated schedule – critical deadlines or significant schedule ramifications require concurrent design and construction phasing
- Technical program complexity – operational, public safety, and complex project phasing that require a cooperative team approach particularly during the pre-construction phase
- Construction complexity – difficult remodel, historic preservation or unique and complex construction components require a cooperative team approach

A group known as the Public Contracting Coalition (an informal group of government agencies, contractors and industry groups such as the Associated General Contractors of Oregon) formed a task force in 1996 and issued a CM/GC White Paper which includes recommendations for use of the CM/GC process. The White Paper recognizes the advantages of the CM/GC process for certain projects and lists a set of criteria which should be used to judge the appropriateness of the CM/GC process for proposed projects. In addition to the above listed criteria, the White Paper includes cost savings and the lack of diminished competition or encouraging favoritism which mirror the findings required by ORS.

Metro and MERC staff feel that the Expo Hall "D" project is well suited for the CM/GC process given the above listed evaluation criteria. Specifically, project success is dependent on meeting an **accelerated schedule** whereby design and construction activities are completed within a one and a half-year period. This compressed project schedule is due to the significant disruption the expansion project will have on the Expo's ongoing operations and the desire to complete the expansion in the shortest possible time in order to minimize disruption. Additionally, a successful accelerated schedule will

deliver the completed Hall "D" so that it can be used to shift large events from the Oregon Convention Center which will be undergoing a major expansion project and experiencing extreme disruption to its ongoing operations. Once the Hall "D" project is completed, the Expo Center will feature 172,000 square feet of contiguous state-of-the-art exhibit space. It is anticipated that this exhibit space will be utilized by several large events, which would normally occur at the Oregon Convention Center but will be displaced due to the Center's expansion project which will be underway for a one year period after the Expo project is complete.

The project is also burdened with **technical program complexity**. Operational issues such as "connecting" original and new building systems and scheduling construction activities during non- and low-event times will provide the entire project team, including the CM/GC contractor, with significant challenges which are best addressed cooperatively.

The project includes **construction complexity** due to the long span or column free space requirements of the building's exhibit space. Bringing the construction contractor on board in the early phases of the project's design will provide valuable and practical advice regarding these long-span requirements as well as a myriad of other construction-related details.

Cost savings will accrue to the project in a number of ways. The accelerated schedule, which cuts approximately three to six months from the project schedule, will result in approximately \$150,000 – \$300,000 in project management savings. In addition the CM/GC process is generally known to result in fewer claims and less change order activity. Project staff have estimated that savings related to these two items would be \$238,000, based on a construction cost of \$14,000,000. Lastly, significant cost savings are expected to result from a rigorous value engineering phase, which is a key element of the process. Project staff expect that cost savings due to value engineering will be between \$350,000 and \$500,000. This estimate is based on experience of the Expo Hall "E" project. The total of these cost savings, which are estimated at nearly \$1,000,000, will be spent within the project based on the project goal of building "the best building for the set budget".

In addition to these cost savings, the CM/GC method is expected to result in additional revenue earned by the newly expanded Expo Center. This revenue is derived from the accelerated schedule and result in two manners. First, the accelerated schedule is expected to eliminate approximately 3 to 6 months from the project schedule. It is anticipated that the Expo Center will earn nearly \$33,000 more in revenues (parking, concession and building rental) due to early delivery of Hall "D". Secondly, MERC staff expect that several events and shows will be diverted to the Expo Center from the Oregon Convention Center during the Convention Center's expansion project. These shows and events will supplement Expo revenues by an estimated amount of \$53,000.

Competition is expected to be keen among qualified general contractors interested in the CM/GC contract. Metro and MERC staff have received inquiries regarding the project

from several firms. In both prior CM/GC proposal processes (Expo addition and the zoo's Great Northwest Exhibit), five proposals were received, thereby providing ample competition. In addition, the CM/GC contract continues to maintain competition at the subcontract level where virtually 75-85% of the construction work is competitively bid.

As noted by the Public Contracting Coalition CM/GC White Paper, a critically important aspect of alternative contracting is a fair and open selection process that allows all qualified firms to compete on a level playing field. To ensure such a process and to avoid favoritism, Metro and MERC staff have prepared an RFP which conforms to guidelines contained in the White Paper. This process includes advertising in major trade newspapers, an interview phase with a selected short list of proposers and a selection committee with outside experts in the field of construction.

A final comment in the White Paper relates to the ability of the Owner to manage the CM/GC effectively. In addition to justifying the appropriateness of a particular project utilizing the above listed criteria, the White Paper stresses that a public agency considering CM/GC should have either in-house or contracted expertise to administer the project. Metro and MERC staff are currently developing an internal project management plan. This plan will include three key staff members who have had extensive public contracting experience, including practical knowledge derived from work on three major CM/GC projects.

The CM/GC method has been widely used by several state and local governments in the past several years. Its use appears to be increasing as government agencies and contractors alike gain experience with the method. Metro has successfully utilized the CM/GC method in one past project, the Expo Hall "E" completed in 1996, and is currently employing the method for the Great Northwest Project which is being built at the Oregon Zoo. Metro's CM/GC experience related to both of these projects has been positive to date. The previous Expo project, in particular, is an example of a CM/GC success. The building was delivered within an accelerated project schedule of 14 months (design and construction) and within the project's GMP of \$12.1 million. Actual construction costs were \$11.8 million. It is unlikely that a traditional contracting approach could have been successful given the extremely tight schedule.

Metro and MERC staff met with Associated General Contractor (AGC) representatives and selected members to discuss potential project delivery methods. At this meeting, the proposed project's unique schedule, operational and construction challenges were discussed at length. At the conclusion of the meeting, those participating generally agreed that given these issues, the CM/GC method was best suited for the project.

FISCAL IMPACT

The project will be funded with revenue bonds.

RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 99-2790.

METRO OPERATIONS COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 99-2790 FOR THE PURPOSE OF PROVIDING AN EXEMPTION FROM THE COMPETITIVE REQUIREMENT FOR A REQUEST FOR PROPOSALS FOR THE CONSTRUCTION MANAGER/GENERAL CONTRACTOR SERVICES FOR THE EXPO HALL "D" CONSTRUCTION PROJECT.

Date: June 2, 1999

Presented by: Councilor Kvistad

Committee Action: At its May 19, 1999 meeting, the Metro Operations Committee voted 2-0 to recommend Council adoption of Resolution No. 99-2790. Voting in favor: Councilors Atherton and Washington.

Council Issues/Discussion: Mark Williams, General Manager for MERC, gave the staff presentation. He explained that a low-bid process is not really applicable to this construction situation, which is very complex. The Construction Manager/General Manager (CMCG) approach has proved very successful for other jurisdictions, and has been used successfully at Metro in the construction of Hall E at Expo and with the Great Northwest project at the Zoo. It allows greater communication between MERC and the construction manager, and has proven to save time and money. Cost savings could be in the range of up to \$500,000, it was estimated.

The CMCG process is still a competitive procedure that is expected to see a number of firms applying. In response to committee questions, Mr. Williams said that he understood the Council's desire for construction to begin and end as quickly as possible. A ceremonial groundbreaking should take place in the fall, along with a formal dedication of Hall E.

Staff Report

CONSIDERATION OF RESOLUTION NO. 99-2790 FOR THE PURPOSE OF PROVIDING AN EXEMPTION FROM THE COMPETITIVE BIDDING REQUIREMENT FOR A REQUEST FOR PROPOSALS FOR THE CONSTRUCTION MANAGER/GENERAL CONTRACTOR SERVICES FOR THE EXPO HALL "D" CONSTRUCTION PROJECT

Meeting Date: May 19, 1999

Presented by Mark Williams

PROPOSED ACTION

Resolution No. 99-2790 seeks authorization to issue a Request for Proposal (RFP) for Construction Manager/General Contractor Services contract for the Expo Hall "D" Construction Project.

BACKGROUND

On April 1, 1999, the Metro Council approved Resolution No. 99-2765 authorizing the construction of a new Hall "D" at the Expo Center. Funding for this project comes from approximately \$15.8 million of revenue bonds, which will be supported by Expo Center revenues. The project includes the replacement of existing Hall "D" which was constructed in the early 1980s to house livestock. The new Hall "D" will include 112,000 square feet of exhibit areas, meeting rooms, office space and support space, which will include kitchen, loading and storage space.

Metro and MERC staff have prepared a Request for Proposals for Construction Manager/General Contractor (CM/GC) Services which is attached hereto as Exhibit 1. The RFP for CM/GC services contemplates an alternative approach to the standard design-bid-build approach (sometimes referred to as "low-bid") which is utilized for construction contracts. This alternative requires an exemption from the sealed bidding process inherent in the design-bid-build approach. This exemption must be supported by findings which, among other things, indicate that use of the CM/GC method will not encourage favoritism or substantially diminish competition and will result in substantial cost savings.

Analysis – CM/GC Services

The CM/GC contracting method results in two separate contracts with the CM/GC contractor: one for pre-construction services and one for the construction services. The pre-construction services include project planning and scheduling, cost estimating, value engineering, constructability review and other related services. These services occur

collaboratively with both the Architect and the Owner participating fully. The construction services contract follows the pre-construction phase and is characterized by a Guaranteed Maximum Price (GMP), which is developed by the CM/GC and approved by the Owner, usually upon completion of the design development phase of project. The GMP phase is a critical milestone when the project's construction costs are established. The GMP is typically negotiated between the CM/GC and the Owner. Upon project completion, project savings (actual project costs are less than GMP) benefit the Owner. The subject RFP meets the standards and practices described above.

The procurement process used to select the CM/GC is a competitive RFP process. This process is qualifications-based procedure, whereby evaluators consider pre-established criteria to rank the proposers. Criteria typically include cost, experience with similar types of projects, proposed team members and past successes related to utilization of Minority Business Enterprises, Women Business Enterprises and Emerging Small Business firms. The selection committee, which will be utilized for this RFP process, will include Metro and MERC staff with extensive knowledge of complex construction projects and outside experts with similar expertise.

Construction projects with certain characteristics are generally known as good candidates for the CM/GC process. These characteristics are:

- Accelerated schedule – critical deadlines or significant schedule ramifications require concurrent design and construction phasing
- Technical program complexity – operational, public safety, and complex project phasing that require a cooperative team approach particularly during the pre-construction phase
- Construction complexity – difficult remodel, historic preservation or unique and complex construction components require a cooperative team approach

A group known as the Public Contracting Coalition (an informal group of government agencies, contractors and industry groups such as the Associated General Contractors of Oregon) formed a task force in 1996 and issued a CM/GC White Paper which includes recommendations for use of the CM/GC process. The White Paper recognizes the advantages of the CM/GC process for certain projects and lists a set of criteria which should be used to judge the appropriateness of the CM/GC process for proposed projects. In addition to the above listed criteria, the White Paper includes cost savings and the lack of diminished competition or encouraging favoritism which mirror the findings required by ORS.

Metro and MERC staff feel that the Expo Hall "D" project is well suited for the CM/GC process given the above listed evaluation criteria. Specifically, project success is dependent on meeting an **accelerated schedule** whereby design and construction activities are completed within a one and a half-year period. This compressed project schedule is due to the significant disruption the expansion project will have on the Expo's ongoing operations and the desire to complete the expansion in the shortest possible time in order to minimize disruption. Additionally, a successful accelerated schedule will

deliver the completed Hall "D" so that it can be used to shift large events from the Oregon Convention Center which will be undergoing a major expansion project and experiencing extreme disruption to its ongoing operations. Once the Hall "D" project is completed, the Expo Center will feature 172,000 square feet of contiguous state-of-the-art exhibit space. It is anticipated that this exhibit space will be utilized by several large events, which would normally occur at the Oregon Convention Center but will be displaced due to the Center's expansion project which will be underway for a one year period after the Expo project is complete.

The project is also burdened with **technical program complexity**. Operational issues such as "connecting" original and new building systems and scheduling construction activities during non- and low-event times will provide the entire project team, including the CM/GC contractor, with significant challenges which are best addressed cooperatively.

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As noted by the Public Contracting Coalition CM/GC White Paper, a critically important aspect of alternative contracting is a fair and open selection process that allows all qualified firms to compete on a level playing field. To ensure such a process and to avoid favoritism, Metro and MERC staff have prepared an RFP which conforms to guidelines contained in the White Paper. This process includes advertising in major trade newspapers, an interview phase with a selected short list of proposers and a selection committee with outside experts in the field of construction.

A final comment in the White Paper relates to the ability of the Owner to manage the CM/GC effectively. In addition to justifying the appropriateness of a particular project utilizing the above listed criteria, the White Paper stresses that a public agency considering CM/GC should have either in-house or contracted expertise to administer the project. Metro and MERC staff are currently developing an internal project management plan. This plan will include three key staff members who have had extensive public contracting experience, including practical knowledge derived from work on three major CM/GC projects.

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FISCAL IMPACT

The project will be funded with revenue bonds.

RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 99-2790.

Resolution No. 99-2796, For the Purpose of Authorizing the Executive Officer to Purchase Property in the Willamette Narrows Section of the Willamette River Greenway Target Area.

Executive Session Held Pursuant to ORD 192.660(1)(e). Deliberations with Persons Designated to Negotiation Real Property Transactions.

**Metro Council Meeting
Thursday, June 10, 1999
Council Chamber**

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING THE)
EXECUTIVE OFFICER TO PURCHASE)
PROPERTY IN THE WILLAMETTE NARROWS)
SECTION OF THE WILLAMETTE RIVER)
GREENWAY TARGET AREA)

RESOLUTION NO. 99-2796

Introduced by Mike Burton
Executive Officer

WHEREAS, in July 1992, Metro completed the Metropolitan Greenspaces Master Plan which identified a desired system of natural areas interconnected with greenways and trails; and

WHEREAS, at the election held on May 16, 1995, the Metro area voters approved the Open Spaces, Parks and Streams Bond Measure (Ballot Measure 26-26) which authorized Metro to issue \$135.6 million in general obligation bonds to finance land acquisition and capital improvements; and

WHEREAS, on April 11, 1996, via resolution 96-2307, the Metro Council adopted a refinement plan for the Willamette Narrows Section of the Willamette River Greenway target area, which included a confidential tax-lot specific map identifying priority properties for acquisition; and

WHEREAS, the Willamette Narrows target area refinement plan identified property owned by the Webers as a Tier I acquisition; and

WHEREAS, the Webers own approximately 194 acres and has offered to sell the Property to Metro at a price that is 2.9% above Metro's appraised value; and

WHEREAS, pursuant to the Open Spaces Implementation Work Plan, paying above Metro's appraised value is an "unusual circumstance;" and

WHEREAS, as a condition of the sale, Mrs. Weber requested to retain a life estate in her home and the surrounding one-acre on the Property; and

WHEREAS, pursuant to the Open Spaces Implementation Work Plan, Mrs. Weber's request is an "unusual circumstance;" and

WHEREAS, as a condition of the sale, Paul Weber, the owner and operator of the existing farming operation requested up to 18 months to relocate the operation to Ohio; and

WHEREAS, pursuant to the Open Spaces Implementation Work Plan, Mr. Weber's request is an "unusual circumstance;" and

WHEREAS, the Open Spaces Implementation Work Plan requires the Metro Council's specific approval for acquisitions which involve an "unusual circumstance;" now therefore,

BE IT RESOLVED,

That the Metro Council authorizes the Metro Executive Officer to purchase the Property from the Webers as more particularly described in Exhibit A at a price which is 2.9% above Metro's appraised value, subject to Mrs. Weber's life estate, and to permit Mr. Paul Weber up to 18 months to relocate his farming operations from the Property, all as more particularly described in the Agreement of Purchase and Sale for this Property.

ADOPTED by the Metro Council this _____ day of _____, 1999.

Rod Monroe, Presiding Officer

Approved as to Form:

Daniel B. Cooper, General Counsel

EXHIBIT A
RESOLUTION 99-2796

PARCEL 1: Tracts 2, 3 and 4, THOMAS BUCKMAN TRACTS, in the County of Clackamas and State of Oregon.

PARCEL 2: A tract of land situated in Section 21, Township 3 South, Range 1 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon, more particularly described as follows:

Beginning at a point 174.24 feet South from the common corner of Sections 16, 17, 20 and 21, in said Township and Range; running thence South 86° East, 818.4 feet to a stake; thence South 5° 15' East, 1016.4 feet to the left bank of the Willamette River; thence with the meanders of said river upstream, South 61° West, 1057.32 feet to the line between Sections 20 and 21; thence North tracing the said Section line, 1559.58 feet to the place of beginning.

EXCEPTING THEREFROM the above description the following:

All that certain tract or parcel of land lying in the Northwest one-quarter of Section 21, Township 3 South, Range 1 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows, to-wit:

Commencing at a stone monument marking the section corner common to Sections 16, 17, 20 and 21, of said Township 3 South, Range 1 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon; thence Southerly 1385.10 feet along the section line common to Sections 20 and 21 to an iron pipe marking the true point of beginning of the herein described parcel of land; thence North 72° 05' East, 599 feet to an iron pipe; thence South 33° 53' East, 202.60 feet, more or less, to a point in the meander line on the left bank of the Willamette River; thence South 61° 00' West, 780.76 feet, more or less, upstream with the meander of the left bank of said river to its intersection with the section line common to said Sections 20 and 21; thence North 362.44 feet to the true point of beginning.

PARCEL 3: A tract of land situated in Sections 17 and 20, Township 3 South, Range 1 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon, more particularly described as follows:

Beginning at the point of intersection of the East line of Section 20, Township 3 South, Range 1 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon, with the meander line on the left bank of the Willamette River, which point of beginning is 1765.5 feet South of the Northeast corner of said Section 20; running thence Northerly along the Easterly line of Section 20 and 17 of said Township and Range, a distance of 4405.5 feet to the one-quarter section corner in the East line of said Section 17; thence Westerly along the Northerly line of the Southeast one-quarter of said Section 17, a distance of 660 feet; thence Southerly parallel with the Easterly lines of Sections 1 and 20, to the left bank of the Willamette River; thence downstream with the meanders of the left bank of said river to the place of beginning.

PARCEL 4: A tract of land situated in the Northwest one-quarter of Section 21, Township 3 South, Range 1 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon, more

EXHIBIT A
RESOLUTION 99-2796

particularly described as follows:

Commencing at a stone monument marking the section corner common to Sections 16, 17, 20 and 21, of said Township 3 South, Range 1 East of the Willamette Meridian, in the County of Clackamas and State of Oregon; thence Southerly 174.24 feet along the section line common to Sections 20 and 21; thence South $86^{\circ} 00'$ East 818.40 feet to an iron pipe marking the true point of beginning of the herein described parcel of land; thence South $5^{\circ} 15'$ East 1016.40 feet, more or less, to a point in the meander line on the left bank of the Willamette River; thence North $44^{\circ} 15'$ East 206.04 feet downstream with the meander of the left bank of said River; thence Northerly 857.84 feet, more or less, to a point, which point is also 8.5 feet Northerly of an iron pipe set in fence line; thence North $84^{\circ} 00'$ West 122.10 feet to a point; thence South $87^{\circ} 00'$ West 115.50 feet to the true point of beginning.

PARCEL 5: Tract 5 and the South 148.5 feet of Tract 6, THOMAS BUCKMAN TRACTS, in the County of Clackamas and State of Oregon.

Staff Report

CONSIDERATION OF RESOLUTION NO. 99-2796 FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO PURCHASE PROPERTY IN THE WILLAMETTE NARROWS SECTION OF THE WILLAMETTE RIVER GREENWAY TARGET AREA

Date: May 19, 1999

Presented by: Charles Ciecko
Jim Desmond

PROPOSED ACTION

Resolution No. 99-2796 requests authorization for the Executive Officer to purchase property in the Willamette Narrows Section of the Willamette River Greenway Target Area.

BACKGROUND AND ANALYSIS

Metro has entered into a purchase and sale agreement with the Weber family for 194 acres located just west of the Canby Ferry in Clackamas County on the Willamette River, adjacent to two parcels owned by Oregon State Parks, and across the river from Molalla State Park ("the Property"). The Property is in Tier I of the adopted Willamette Narrows Section of the Willamette River Greenway Target Area Refinement Plan. The Property, known as Idylwild Farm, is a dairy farm that has been owned and operated by the Webers for over forty years, and has been managed to preserve the property's habitat value.

"The site's overall habitat value is high based upon the presence of four distinct habitat types; vegetative species and structural diversity with high level of canopy closure and recruitment of dominant species; well-developed tree, shrub, and herbaceous vegetative layers which are predominantly native... and the presence of perennial water.... The site itself supports an intact riparian corridor throughout much of its western half." Biological Site Evaluation Report, submitted by independent biologist Maurita Smyth, August 18, 1998.

The Weber property has the potential to serve as a stand-alone regional park, providing passive natural-area recreational use with direct, low bank access to the Willamette River.

There are three unusual circumstances regarding the transaction for which Council approval is sought. First, the contracted purchase price is above Metro's appraised value. Second, Mrs. Weber would like to retain a life estate in her home and a one-acre surrounding area. Third, the Webers would like a period of up to 18 months after closing in which to relocate the farm operations. Each circumstance is further discussed below.

Appraised Value. The Webers had their property listed for sale and were presented with competing offers. Metro had an appraisal performed on the Property and presented the Webers with an offer for the full appraised value including the timber value. A competing offer was presented the same day which was about 7.5% higher than Metro's offer. After further negotiations, the Webers agreed to sell the Property to Metro for an amount that is 2.9% above Metro's appraised value.

Resolution 99-2796
Staff report, page 1

Life Estate. Mrs. Weber, who is 79 years old, would like to retain a life estate in her home on the Property, plus the surrounding one-acre. The value of this interest in the property is relatively low (approximately 2-3% of the purchase price). In exchange for granting Mrs. Weber a life estate, Metro would receive the benefit of a having constant presence on the property by one whom is intimately familiar with the property. At 4,400 acres, and growing, it is an ongoing challenge for the Parks and Greenspaces Department staff to find creative solutions to effectively monitor the activities and conditions of the properties Metro owns. The management and occupation of residences pose particular operations and maintenance challenges for the Department. The life estate scenario will provide a savings to Metro of staff time and incidental costs. Metro and Mrs. Weber would enter an Agreement for Estate for Years which defines the responsibilities and obligations of each party.

Extended Period for Relocation of Farm Operations. It is customary for Metro to take possession of Property at closing. In this case, however, Paul Weber, Mrs. Weber's son and the current operator of Idylwild Farm, will be relocating the operations to Ohio. Due to the size of the operations and the seasonal nature of farming, the owner has requested extra time in which to relocate the entire operation so that final crops may be harvested and animals moved without an inordinate amount of stress. Metro and the owners would enter into an Agricultural Lease Agreement to protect Metro's rights as the landowner during this period. As Metro has no funding available to immediately develop a master plan and open the site for public use, this potential 18-month delay on obtaining full possession of the site is not considered significant by staff.

The Real Estate Acquisition Committee met on May 25, 1999, and unanimously recommended to the Executive Officer to purchase the Weber Property at 2.9% above Metro's appraised value, to grant Mrs. Weber a life estate pursuant to the terms of the Agreement for Estate for Years, and to allow the Webers sufficient time, not to exceed December 31, 2000, to relocate their operations pursuant to the terms of the Agricultural Lease.

FINDINGS

Acquisition of this property with the above-stated terms is recommended based on the following:

- This property lies in Tier I of the Willamette Narrows Section of the Willamette River Greenway Target Area and fulfills the goals of the Willamette River Greenway Refinement Plan.
- The site provides a rare opportunity to preserve existing habitat and enhance or restore former native forest and meadow habitats on a large block of land along the Willamette River.
- The site provides safe, low bank access to the Willamette River.
- The perennial stream may offer some habitat for native cutthroat trout.
- The size of the property is suitable for a stand-alone regional park at some point in the future.
- The owners rejected a higher competitive offer because of their desire to allow Metro the opportunity to preserve the Property for public benefit and enjoyment.

- It would be beneficial to Metro to have Mrs. Weber remain on the Property for a period of years to ensure that the residence is occupied and maintained, and to provide a constant presence on the Property.
- Based on the circumstances of the dairy operations and the location to which the dairy is moving, it is reasonable to afford the owners sufficient time to relocate their operations, and the delay in obtaining immediate physical possession will not unreasonably impede Metro's land banking operations.

BUDGET IMPACT

Bond funds would supply acquisition money. Land banking costs are expected to be minimal.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends passage of Resolution No. 99 -2796.