



22500 Salamo Road
West Linn, Oregon 97068
<http://westlinnoregon.gov>

WEST LINN CITY COUNCIL MEETING MINUTES June 16, 2025

[Call to Order \[6:00 pm/5 min\]](#)

Council Present:

Mayor Rory Bialostosky, Council President Mary Baumgardner, Councilor Kevin Bonnington, Councilor Carol Bryck, and Councilor Leo Groner.

Staff Present:

City Manager John Williams, City Recorder Kathy Mollusky, Police Chief Peter Mahuna, Public Works Director Erich Lais, Assistant to the City Manager Dylan Digby, and Special Counsel Chad Jacobs.

[Approval of Agenda \[6:05 pm/5 min\]](#)

Council President Mary Baumgardner moved to approve the agenda for the June 16, 2025, West Linn City Council Meeting moving Item 6 to Item 3 so we can get our police out and available for calls. Councilor Leo Groner seconded the motion.

Ayes: Mayor Rory Bialostosky, Council President Mary Baumgardner, Councilor Kevin Bonnington, Councilor Carol Bryck, and Councilor Leo Groner.

Nays: None.

The motion carried 5 - 0

[Lifesaving Award - Officer Charles Lincoln \[6:40 pm/5 min\]](#)

Police Chief Mahuna presented Officer Charles Lincoln with the West Linn Lifesaving Award.

[Public Comment \[6:10 pm/10 min\]](#)

There were none.

[Mayor and Council Reports \[6:20 pm/15 min\]](#)

[Reports from Community Advisory Groups](#)

As South Fork Water Board (SFWB) representatives, Councilor Bryck, Council President Baumgardner, and Mayor Bialostosky went to the America Water Works Association (AWWA) conference. SFWB is the water district that is owned by West Linn and Oregon City. They provide all our clean drinking water. It was a good conference and they learned things that are beneficial to the City and SFWB. Mayor Bialostosky added he also enjoyed the conference and they are going to share what they learned with staff.

In addition to the AWWA conference, Council President Baumgardner had a trip to the Yakima Nations for a treaty celebration. She participated in the parade as a member of the Willamette Falls Trust Board and previewed a lamprey costume that she will also be wearing at lamprey festival in Clackamette Park. Both the Willamette Falls & Landings Heritage Area Coalition and Willamette Falls Trust are awaiting potential funding to move forward with public access to the falls.

Councilor Groner is looking forward to seeing the costume at the lamprey festival.

Councilor Bonnington went to the League of Oregon Cities (LOC) Mastering Media training. At the Parks and Recreation Board (PRAB) meeting, they spoke about events coming up like the Old Time Fair. The technology they are using to track park usage is interesting.

[Appoint Community Advisory Group Members](#)

Mayor Bialostosky placed before Council appointing:

- o Christi Lanz to the Economic Development Committee
- o Lynne Chicoine to the Utility Advisory Board

Council President Mary Baumgardner moved to approve the Mayor's appointments. Councilor Leo Groner seconded the motion.

Ayes: Mayor Rory Bialostosky, Council President Mary Baumgardner, Councilor Kevin Bonnington, Councilor Carol Bryck, and Councilor Leo Groner.

Nays: None.

The motion carried 5 - 0

Council President Baumgardner recognized the excellent quality of volunteers Council continues to get for appointments. It is gratifying to have members of the community serve. She thanked everyone who applied.

[LGBTQ+ Pride Month Proclamation \[6:35 pm/5 min\]](#)

[Proclamation](#)

Councilor Groner read the LGBTQ+ Pride Month proclamation declaring June Pride Month.

[Consent Agenda \[6:40 pm/5 min\]](#)

[Agenda Bill 2025-06-16-01: Meeting Minutes for May 12, 2025 Council Meeting](#)

[Draft Minutes Information](#)

Council President Mary Baumgardner moved to approve the Consent Agenda for the June 16, 2025, West Linn City Council Meeting which includes May 12, 2025, meeting minutes. Councilor Leo Groner seconded the motion.

Ayes: Mayor Rory Bialostosky, Council President Mary Baumgardner, Councilor Kevin Bonnington, Councilor Carol Bryck, and Councilor Leo Groner.

Nays: None.

The motion carried 5 - 0

[Business Meeting \[6:45 pm/90 min\]](#)

[Agenda Bill 2025-06-16-02: Proposal to Amend Three Sections of West Linn Municipal Code Chapter 6](#)

[ORD Information](#)

ORDINANCE 1760, AMENDING WEST LINN MUNICIPAL CODE CHAPTER 6 RELATING TO PAINTED CURB PARKING PROHIBITION

ORDINANCE 1761, AMENDING WEST LINN MUNICIPAL CODE CHAPTER 6 RELATING TO PORTABLE STORAGE CONTAINER/MOVING/STORAGE CONTAINERS AND VEHICLES IN RESIDENTIAL PARKING ZONES

ORDINANCE 1762, AMENDING WEST LINN MUNICIPAL CODE CHAPTER 6 RELATING TO FINES FOR PARKING VIOLATIONS

City Manager Williams reminded Council these were discussed at the May 19 Work Session and staff implemented council direction. Many of these changes were requested by members of the community after identifying problems out there.

Police Chief Mahuna stated the three ordinances are all regarding Municipal Code, Section 6. ORD 1760 is stating clear authority to cite where the parking curbs are painted throughout the City. ORD 1761 is to establish rules and regulations regarding portable storage containers on the streets and in the right-of-way. ORD 1762 is to ensure transparency of parking violation fines by referring to the Master Fees and Charges document.

In response to Council questions, Police Chief Mahuna responded:

- the City has a schedule of where all the painted curbs are. They re-paint them every few years; if one is degrading, they can address it sooner.
- if someone has a portable storage unit without a permit, the police contact the person and explain the requirements. West Linn police believe in education before enforcement. If they do not comply, then the police will cite.
- the Community Service Officer (CSO) is called every day the high school is in session regarding students parked in the parking district without permits. She either issues a warning or citation depending on the situation.
- the police have discussed the impacts of raising fines. The residents impacted by the students are vocal. The police are open to ideas to solve the problem.
- the Student Resource Officer (SRO) makes students aware of the parking district during orientation and information is sent to all the parents every year.
- it would be hard to paint and enforce no parking in front of every mailbox throughout the City. The police would be available to discuss this if Council wants to implement this.

Mayor Bialostosky may want to discuss this at a future work session. The one CSO the City has does a great job and Council really appreciates her.

Council President Mary Baumgardner moved to approve First Reading for Ordinance 1760, amending West Linn Municipal Code Chapter 6 relating to painted curb parking prohibition, and set the matter for Second Reading. Councilor Leo Groner seconded the motion.

Ayes: Mayor Rory Bialostosky, Council President Mary Baumgardner, Councilor Kevin Bonnington, Councilor Carol Bryck, and Councilor Leo Groner.

Nays: None.

The motion carried 5 - 0

Council President Mary Baumgardner moved to approve Second Reading for Ordinance 1760, amending West Linn Municipal Code Chapter 6 relating to painted curb parking prohibition, and adopt the ordinance. Councilor Leo Groner seconded the motion.

Ayes: Mayor Rory Bialostosky, Council President Mary Baumgardner, Councilor Kevin Bonnington, Councilor Carol Bryck, and Councilor Leo Groner.

Nays: None.

The motion carried 5 - 0

Council President Mary Baumgardner moved to approve First Reading for Ordinance 1761, amending West Linn Municipal Code Chapter 6 relating to portable storage/moving containers and vehicles in residential parking zones, and set the matter for Second Reading. Councilor Leo Groner seconded the motion.

Ayes: Mayor Rory Bialostosky, Council President Mary Baumgardner, Councilor Kevin Bonnington, Councilor Carol Bryck, and Councilor Leo Groner.

Nays: None.

The motion carried 5 - 0

Council President Mary Baumgardner moved to approve Second Reading for Ordinance 1761, amending West Linn Municipal Code Chapter 6 relating to portable storage/moving containers and vehicles in residential parking zones, and adopt the ordinance. Councilor Leo Groner seconded the motion.

Ayes: Mayor Rory Bialostosky, Council President Mary Baumgardner, Councilor Kevin Bonnington, Councilor Carol Bryck, and Councilor Leo Groner.

Nays: None.

The motion carried 5 - 0

Council President Mary Baumgardner moved to approve First Reading for Ordinance 1762, amending West Linn Municipal Code Chapter 6 relating to fines for parking violations, and set the matter for Second Reading. Councilor Leo Groner seconded the motion.

Ayes: Mayor Rory Bialostosky, Council President Mary Baumgardner, Councilor Kevin Bonnington, Councilor Carol Bryck, and Councilor Leo Groner.

Nays: None.

The motion carried 5 - 0

Council President Mary Baumgardner moved to approve Second Reading for Ordinance 1762, amending West Linn Municipal Code Chapter 6 relating to fines for parking violations, and adopt the ordinance. Councilor Leo Groner seconded the motion.

Ayes: Mayor Rory Bialostosky, Council President Mary Baumgardner, Councilor Kevin Bonnington, Councilor Carol Bryck, and Councilor Leo Groner.

Nays: None.

The motion carried 5 - 0

[Agenda Bill 2025-06-16-03: Construction Manager/General Contractor Services for Operations Complex, Phase 1, Preconstruction Services](#)
[CMGC Information](#)

City Manager Williams stated this next item is a major milestone in replacing the City's outdated Public Works operations center on Norfolk Street.

Public Works Director Lais summarized the background of the project that is detailed in the agenda packet.

In response to Council questions, staff replied:

- the attached contract template is from the American Institute of Architects (AIA) that has been reviewed by legal. It is a final draft, unless there are changes from this meeting. Some items are to be determined due to construction schedules. This template is used for complex projects that combine design, architecture, engineering, and construction. Once the contract is done, AIA creates the final contract for signature. It costs money to have them update it, that is why we want to have the final draft. Some to be determined spaces will be amended when we have the construction schedule. Currently, all we have is the rates.
- this is a CMGC contract where everyone is working together. When we receive the guaranteed maximum price, we will come back with an amendment that will fill in all blanks.
- the maximum is everything that the contractor will take care of, the final delivered project. They do a cost estimate as a builder and tell us what they can build for what price; that becomes the guaranteed price. This moves the risk to them, they cannot increase the price so it incentivizes them to build on time and within budget. This allows them to lever resources early and get items that could impact the timeline.
- this is different than the design build contracts that you see on road projects. Sometimes there are unknowns because the builder is not there, and it can create change orders.
- the estimate is between \$25 to \$35 million.
- part of the bid process involves giving preliminary drawings and the estimate. The majority of the firms said it was doable, that the estimate is on target. They have such a wealth of knowledge and can say this feature can be done in this way and it will save money. It's about building things in a cost-effective way; they are good work partners.

Council President Mary Baumgardner moved to approve the contract as the Standard Form of Agreement Between Owner and Construction Manager as Constructor and authorize the City Manager to execute the agreement in the amount of \$98,000, awarded to Skanska USA Buildings, Inc. for the preconstruction phase of the City's Operations Complex Construction project. Councilor Leo Groner seconded the motion.

Mayor Bialostosky has been to the operations center, it is not a good place for folks to be working. Staff need a place so they can respond to winter weather and other things. He said there should be more information or a video to highlight the need.

Council President Baumgardner recognized Management Analyst Lovell for all the work she has done. Hearing all the detail and learning about the project is helpful to make these important decisions. She appreciated having a tour of the site to understand the need for this project.

Ayes: Mayor Rory Bialostosky, Council President Mary Baumgardner, Councilor Kevin Bonnington, Councilor Carol Bryck, and Councilor Leo Groner.

Nays: None.

The motion carried 5 - 0

- Staff confirmed that no construction will move forward until it is brought to Council, they will bring it to a work session first.
- the land use application will be submitted within a week or so. There will be a lot of opportunity for public comment and feedback.
- last week staff held a Neighborhood Association (NA) meeting. We did a presentation to provide updates to make sure the NAs are informed about what is happening in the community and that council would be approving it tonight. It did not have good turnout.
- we have to get through land use before we will have a timeline so it will be a few months. The Request for Proposals (RFP) laid out a construction schedule - some contractors wanted it earlier, some wanted it later. Staff is proposing starting in spring so we will have more time to final the design and negotiate.

[Agenda Bill 2025-06-16-04: Sustainability Consultant Work Update](#) [Sustainability Information](#)

City Manager Williams stated this is really a work session item; however, the timing worked out with this meeting.

Grace Thirkill, Parametrix, gave the presentation.

[Presentation](#)

In response to Council questions, Parametrix responded:

- West Linn should focus on opportunities to improve energy efficiencies.
- Parametrix staff are not experts on animals and the City should work with people who are regarding light pollutions.
- There are a lot of conflicting goals.
- Council could increase staff capacity to have time for these projects.
- Staff could identify smaller funding opportunities, partner with Energy Trust of Oregon for grant opportunities, and look for smaller projects to implement.

Council discussed repair fairs at Robinwood Station, they have two a year and coordinate with Clackamas County. There is a concern about overwhelming repairers with too many repair fairs. They typically weigh stuff they are able to fix that doesn't go to landfills, i.e., bicycles,

sewing machines, mixers, etc. The City posts the information on their website.

- The City could have flexibility where Electric Vehicle (EV) charges may be placed or partner with development to allow them to build with less cost. The Oregon Department of Energy might have good incentives.

Mayor Bialostosky directed staff to schedule a future work session with the SAB.

- SAB members have done vehicle gas, natural gas, and an electric energy audit in the past. They have a records request in now for this information.

[City Manager Report \[8:15 pm/5 min\]](#)

City Manager Williams discussed the upcoming Council meetings, library and parks events. Juneteenth is Thursday, City Hall will be closed.

Mayor Bialostosky thanked City Attorney Klein for working on the backload of issues. The legislative session has some significant votes coming out regarding Willamette Falls Locks, Willamette Falls Trust, and the Transportation Investment package. These are significant to the City and he will keep everyone updated with what he hears when the list drops.

Council President Baumgardner stated the Willamette Falls Landing Heritage Commission has some fun events, like a book club, and encouraged people to check out their website. She highlighted the John Klatt memorial photo contest. People can reenact one of his photos and submit for the contest. Thursday, the Yakima Lamprey festival is at Clackamette Park. It is exciting to have an Indigenous experience right in our own backyard. You will be able to sample salmon and lamprey and there will be boat tours to the falls with Elders telling stories. There may be someone in a lamprey costume walking around.

[Adjourn \[8:20 pm\]](#)

Approved Minutes 7-14-25.



22500 Salamo Road
West Linn, Oregon 97068
<http://westlinnoregon.gov>

CITY COUNCIL AGENDA

Monday, June 16, 2025

6:00 p.m. –Meeting – Council Chambers & Virtual*

- | | |
|-----------------------|------------------|
| 1. Call to Order | [6:00 pm/5 min] |
| 2. Approval of Agenda | [6:05 pm/5 min] |
| 3. Public Comment | [6:10 pm/10 min] |

The purpose of Public Comment is to allow the community to present information or raise an issue regarding items that do not include a public hearing. All remarks should be addressed to the Council as a body. This is a time for Council to listen, they will not typically engage in discussion on topics not on the agenda. Time limit for each participant is three minutes, unless the Mayor decides to allocate more or less time. Designated representatives of Neighborhood Associations and Community Advisory Groups are granted five minutes.

- | | |
|-----------------------------------------------|------------------|
| 4. Mayor and Council Reports | [6:20 pm/15 min] |
| a. Reports from Community Advisory Groups | |
| b. Appoint Community Advisory Group Members | |
| 5. LGBTQ+ Pride Month Proclamation | [6:35 pm/5 min] |
| 6. Lifesaving Award – Officer Charles Lincoln | [6:40 pm/5 min] |
| 7. Consent Agenda | [6:40 pm/5 min] |

The Consent Agenda allows Council to consider routine items that do not require a discussion. An item may only be discussed if it is removed from the Consent Agenda. Council makes one motion covering all items included on the Consent Agenda.

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|---------------------------------------------------------------------------------------|------------------|
| a. <u>Agenda Bill 2025-06-16-01: Meeting Minutes for May 12, 2025 Council Meeting</u> | |
| 8. Business Meeting | [6:45 pm/90 min] |

Persons wishing to speak on agenda items shall complete the form provided in the foyer and hand them to staff prior to the item being called for discussion. A separate slip must be turned in for each item. The time limit for each participant is three minutes, unless the Mayor decides to allocate more or less time. Designated representatives of Neighborhood Associations and Community Advisory Groups are granted five minutes.

- a. Agenda Bill 2025-06-16-02: Proposal to Amend Three Sections of West Linn Municipal Code Chapter 6
 - i. ORDINANCE 1760, AMENDING WEST LINN MUNICIPAL CODE CHAPTER 6 RELATING TO PAINTED CURB PARKING PROHIBITION
 - ii. ORDINANCE 1761, AMENDING WEST LINN MUNICIPAL CODE CHAPTER 6 RELATING TO PORTABLE STORAGE CONTAINER/MOVING/STORAGE CONTAINERS AND VEHICLES IN RESIDENTIAL PARKING ZONES
 - iii. ORDINANCE 1762, AMENDING WEST LINN MUNICIPAL CODE CHAPTER 6 RELATING TO FINES FOR PARKING VIOLATIONS
- b. Agenda Bill 2025-06-16-03: Construction Manager/General Contractor Services for Operations Complex, Phase 1, Preconstruction Services
- c. Agenda Bill 2025-06-16-04: Sustainability Consultant Work Update

9. City Manager Report

[8:15 pm/5 min]

10. Adjourn

[8:20 pm]

PROCLAMATION

West Linn, Oregon

WHEREAS, our nation was founded upon, and is guided by, principles that include the belief that all people are created equal, that each person has inherent rights to life, liberty, and the pursuit of happiness, and that each shall be accorded full recognition and protection under the law; and

WHEREAS, the City of West Linn is committed to being a safe, welcoming, and equitable community for all people regardless of race, ethnicity, socioeconomic status, age, sexual orientation, gender identity or expression, country of origin, disability, or any other identity; and

WHEREAS, the month of June was chosen to honor the anniversary of the Stonewall Uprising in New York City on June 27, 1969, a pivotal moment in the Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ+) civil rights movement; and

WHEREAS, the ongoing pursuit of justice and equity for LGBTQ+ individuals is carried forward by courageous advocates, allies, and families who continue to push for a more inclusive and compassionate society; and

WHEREAS, Pride Month offers an opportunity to reflect on the history and progress of the LGBTQ+ community, to celebrate their countless contributions to culture, civic life, and public service, and to renew our commitment to the work ahead to ensure safety, dignity, and belonging for all; and

WHEREAS, the City of West Linn affirms this commitment by flying the Pride flag at City buildings throughout the month of June as a visible and meaningful sign of solidarity with the LGBTQ+ community;

NOW, THEREFORE, BE IT PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF WEST LINN, that JUNE 2025 is:

LGBTQ+ PRIDE MONTH

DATED THIS 16TH DAY OF JUNE 2025

RORY BIALOSTOSKY, MAYOR

ATTEST:

KATHY MOLLUSKY, CITY RECORDER



Agenda Bill 2025-06-16-01

Date: May 13, 2025

To: Rory Bialostosky, Mayor
Members, West Linn City Council

From: Kathy Mollusky, City Recorder *KM*

Through: John Williams, City Manager *JRW*

Subject: Draft Meeting Minutes

Purpose: Approval of City Council Meeting Minutes.

Question(s) for Council:

Does Council wish to approve the attached City Council Meeting Minutes?

Public Hearing Required: None required.

Background & Discussion:

The attached City Council Meeting Minutes are ready for Council approval.

Budget Impact: N/A

Sustainability Impact:

Council continues to present its meeting minutes online, reducing paper waste.

Council Options:

1. Approve the Council Meeting Minutes.
2. Revise and approve the Council Meeting Minutes.

Staff Recommendation:

Approve Council Meeting Minutes.

Potential Motions:

Approving the Consent Agenda will approve these minutes.

Attachments:

1. May 12, 2025, Council Meeting Minutes



CITY OF
West Linn

22500 Salamo Road
West Linn, Oregon 97068
<http://westlinnoregon.gov>

WEST LINN CITY COUNCIL MEETING NOTES May 12, 2025

[Call to Order and Pledge of Allegiance \[6:00 pm/5 min\]](#)

Council Present:

Mayor Rory Bialostosky, Council President Mary Baumgardner, Councilor Kevin Bonnington, Councilor Carol Bryck, and Councilor Leo Groner.

Staff Present:

City Manager John Williams, City Attorney Kaylie Klein, City Recorder Kathy Mollusky, Planning Manager Darren Wyss, Assistant City Engineer Clark Ide, and Special Counsel Ashleigh Dougill.

[Approval of Agenda \[6:05 pm/5 min\]](#)

Council President Mary Baumgardner moved to approve the agenda for the May 12, 2025, West Linn City Council Meeting. Councilor Leo Groner seconded the motion.

Ayes: Mayor Rory Bialostosky, Council President Mary Baumgardner, Councilor Kevin Bonnington, Councilor Carol Bryck, and Councilor Leo Groner.

Nays: None.

The motion carried 5 - 0

[Public Comment \[6:10 pm/10 min\]](#)

Clyde Farris re: fire risk

[Consent Agenda \[6:50 pm/5 min\]](#)

Agenda Bill 2025-05-12-01: Meeting Minutes for April 14, 2025 Council Meeting

[Draft Notes Information](#)

Council President Mary Baumgardner moved to the Consent Agenda for the May 12, 2025, West Linn City Council Meeting which includes the April 14, 2025, meeting minutes. Councilor Leo Groner seconded the motion.

Ayes: Mayor Rory Bialostosky, Council President Mary Baumgardner, Councilor Kevin Bonnington, Councilor Carol Bryck, and Councilor Leo Groner.

Nays: None.

The motion carried 5 - 0

[Business Meeting \[6:55 pm/90 min\]](#)

Agenda Bill 2025-05-12-02: Public Hearing: West Linn Housing Production Strategy

[HPS Information](#)

Mayor Bialostosky opened the public hearing on PLN-25-01, a proposal to adopt the West Linn Housing Production Strategy (HPS). The HPS identifies strategies the City will pursue over the next six-years to meet the community's housing needs and comply with ORS 197A.100. The Planning Commission made its recommendation on April 2, 2025. This is not a land use action, so the final decision by Council cannot be appealed. He explained how the hearing would proceed.

City Manager Williams introduced the topic reminding Council they have talked about this previously in at least one public meeting.

Consultant Matt Hastie, MIG, gave the staff presentation.

[Presentation](#)

[Public Comment](#)

None.

Questions of Staff

None.

Mayor Bialostosky closed the public hearing.

Council President Mary Baumgardner moved to adopt Resolution 2025-02, adopting the West Linn Housing Production Strategy as required by ORS 197A.100 as recommended by Planning Commission with two minor changes (Strategies 2 and 9) to address accessible housing. Councilor Leo Groner seconded the motion.

Mayor Bialostosky noted this has been a lot of work for staff, funded by a grant. This is the City complying with a state mandate to adopt this Housing Production Strategy. It is important to talk about ways to bring in more housing because the cost of housing in West Linn is very high.

Councilor Groner noticed some of the infill is replacing one story buildings on moderate sized lots with multiple multistory buildings that are clustered together. One of the goals is for the elderly and handicapped to have housing appropriate to them. We're potentially replacing housing that is appropriate for them with housing that is not.

Council President Baumgardner has heard from people asking for clarification on what does affordable mean? In the presentation, staff made a point to address that and we have some work to do on that going forward. It is up to Council, staff, and consultants teaming up to create more housing options to get more young families to be able to move here so we don't have schools threatening to close due to low enrollment and other reasons, that is not the only one.

Mayor Bialostosky stated the Construction Excise Tax (CET) tax is one thing he is thinking about, he would like to keep it in as a potential strategy with delayed implementation. On one hand, the City is strapped for resources and we need to do what we can to generate revenue. On the other hand, this seems like we are increasing the cost of housing to try to get to more affordable housing. He would like to see more study on that as we move forward before we get to any potential implementation. There was huge outcry in Lake Oswego from the Homebuilders Association and others. Here, there hasn't been much of a debate, at least not at Council level; there was an extensive debate at the working group. He wants to make sure it is the right strategy before moving to adoption. He doesn't want to increase the cost of housing and then have to use half of the money to reduce the cost of housing in other ways. The City does need revenue and can use it for good things related to affordable housing. He is supportive of the Housing Production Strategy and wishes it was not mandated. The Housing Accountability and Production Office will be reviewing these and if you don't make progress on implementing, you can be subject to enforcement orders. We will do the best we can with the limited land and high cost here.

Planning Manager Wyss has been working on Housing Production Strategy for about 15 months. He has been working on House Bill 2003 since 2020.

Mayor Bialostosky wanted to recognize and thank Planning Manager Wyss for his work on this. He has become the de facto state mandate person that responds to the state mandates that come from Salem. His work has been great and it's a testament to the strain on the City resources that it causes when you have to put members of our planning staff working on these things when they could be working on City specific things, but it is important.

Planning Manager Wyss thanked Matt and his team for getting us through this and they also helped with the housing capacity analysis back in 2020/21 so they have been at this for a long time also.

Mr. Hastie stated this grant goes through June 30, so Council is six weeks ahead of schedule on adoption.

Ayes: Mayor Rory Bialostosky, Council President Mary Baumgardner, Councilor Kevin Bonnington, Councilor Carol Bryck, and Councilor Leo Groner.

Nays: None.

The motion carried 5 - 0

[Agenda Bill 2025-05-12-03: RESOLUTION 2025-01, ADOPTING THE CITY OF WEST LINN STORMWATER MANAGEMENT MANUAL](#)

[RES 2025-01](#)

[Stormwater Manual](#)

City Manager Williams introduced Assistant Engineer Ide who has previously been before Council in work sessions and meetings to talk about this project.

Assistant Engineer Ide stated we are here to talk about the resolution to adopt the City's stormwater manual. At the March 3 Work Session, we discussed why the City was developing their own stormwater manual. The City has been using Portland's stormwater manual to manage post construction standards that are required by our Department of Environmental Quality (DEQ) permit. There are some minor discrepancies between what the DEQ permit required and what we were enforcing and the best way to address this is to develop our own manual that is tailored to West Linn's specific topography, constraints, and soil types. We can amend our own manual as needed to stay more current and saves us money. Staff put the draft manual out on March 17 for 30 days and did not receive any public comment. Staff made some minor grammatical changes; however, the final version is essentially the same as the draft version as sent out last time. The final draft was posted last week. He asked Council to formally adopt the stormwater management manual via resolution.

Council President Mary Baumgardner moved to adopt Resolution 2025-01, adopting the City of West Linn Stormwater Management Manual. Councilor Leo Groner seconded the motion.

Councilor Bryck thanked staff for all their work. Sometimes it is easier to say don't reinvent the wheel, let's just use what is out there. We do have some significant differences, and she appreciates staff taking them into account and providing a stormwater management manual that can be updated and meets the needs of the community. Mayor Bialostosky echoed those sentiments.

Ayes: Mayor Rory Bialostosky, Council President Mary Baumgardner, Councilor Kevin Bonnington, Councilor Carol Bryck, and Councilor Leo Groner.

Nays: None.

The motion carried 5 - 0

[Agenda Bill 2025-05-12-04: AP-24-02, Appeal of MIP-24-01/VAR-24-05 Planning Commission Decision](#)

[Appeal Information](#)

Mayor Bialostosky previously recused himself from this decision due to his relationships with representatives of the property owner and public commentators who retained counsel. He recused himself, vacated his seat for the hearing, and handed the gavel to Council President Baumgardner to run this portion of the meeting.

Council President Baumgardner explained Council is here to deliberate to a final decision on appeal application AP-24-02, an appeal of the Planning Commission approval of MIP-24-02/VAR-24-05; a 3-Parcel Minor Partition and a Class II Variance at 2830 Coeur D Alene Drive. The Class II Variance is to allow five single-family homes to take access from a 20-foot shared private driveway. The appeal was filed by Gary and Susie Alfson. She explained this is a quasi-judicial decision which means the rulings must be grounded in the relevant code. The Council closed the public hearing and evidentiary record on April 14, 2025, and reached a tentative decision to approve the appeal and remove Condition of Approval 2. No further testimony or evidence will be accepted tonight. Council will continue deliberations and vote on a final decision.

Special Counsel Ashleigh Dougill explained any testimony, argument, or evidence in the record before the Council must be directed at these criteria, or at some other criteria in the code or comprehensive plan. Only those who have appeared before the City Council, in person or in writing, will have standing to appeal this item to the Land Use Board of Appeals (LUBA).

No Councilors had a potential or actual conflict of interest or bias.

No Councilors made a site visit; however, Council disclosed ex parte contact. Council received an email from the applicant/appellant. Council President Baumgardner and Councilor Bryck did

not open it because they were concerned it might contain information that would be ex parte. Councilor Bonnington received the email and also spoke with David Baker following the previous hearing about his concern of not understanding the situation, but not the actual substance of a decision. Councilor Groner opened and read the email. All the Councilors feel they can make an impartial decision.

There were no challenges to Council jurisdiction.

There were no challenges to the impartiality or conflict of interest of any Councilor.

Councilor Kevin Bonnington moved to adopt the Final Decision and Order denying the appeal and modifying Condition of Approval 2, per the staff recommendation, of the Planning Commission approval of MIP-24-02/VAR-24-05. Councilor Leo Groner seconded the motion.

Council President Baumgardner thought this was a very complicated matter and it took quite a bit of processing of the information and from what she could tell and learned from further staff discussion. The matter seems to hinge on a discrepancy between the original developer agreement wording on parcel division and what parcels are allowed and a plat note that seems to contradict. She is hoping they can get clarification so people can go forward as best suits the legal confirmation which in this case she thinks is confusing. That is really what made it so difficult for Council as non-land use professionals to make a right and fair decision. Upon closer review of the images, the driveway has their main access onto the main road and an additional access onto the easement driveway which may be part of the complication. She does not know if that required a special permit when it was done. Most houses don't have two driveways from two different access points that are built into developments like this. That is an additionally layer of complexity for this situation. She hopes Council has been able to spend enough time with this to make a fair decision. It is not what everyone wanted as a result, sometimes Council is in a difficult position.

Councilor Bryck stated in reviewing the record which includes the original application and in discussion with staff, it appears to be a private property issue and the Code allows for four accesses from a private drive, so the private property owners need to come to agreement.

Councilor Bonnington felt this was extremely complicated, that is why he likes this motion as opposed to the tentative decision because the likely outcome of this will be decided by people who are skilled, have a good background in this. He has more confidence in people who do this every day to get it right.

Ayes: Council President Mary Baumgardner, Councilor Kevin Bonnington, Councilor Carol Bryck, and Councilor Leo Groner.

Nays: None.

The motion carried 4 - 0

Mayor and Council Reports [6:20 pm/15 min]

Reports from Community Advisory Groups

This was missed on the agenda so was moved to here.

Councilor Groner stated the Arts & Culture Commission sculpture that is going to be a bike kiosk is in progress. They are going to have a booth at music in the park. The Highway 43 art corridor project and may require funding for design, planning, and advertising so they may come to Council to ask for funding.

Council President Baumgardner thanked everyone who worked so hard on the State of the City. It went well and she appreciated the offsite experience. It is quite an endeavor for CCTV. She attended the hearing on Friday at the state capital for the Ways & Means Subcommittee for the Capital Construction committee. There are some very worthy projects that are competing for the \$500 million dollars and there is about \$2 billion worth of projects. She lobbied on behalf of the Willamette Falls Locks and the Willamette Falls Trust intertribal public access project. She waited three hours to speak for one minute. She went to the waterfront planning and working group visioning meeting. We are getting closer to a form that can be adopted. Some people want to save and repurpose the old industrial buildings and others who want to see it without the old buildings.

Mayor Bialostosky had a great time at the State of the City. He appreciated everyone who came and all the staff work that went into it. It is a positive thing for the City. He went to a Clackamas County Coordinating Committee (C4) meeting, had lunch with the Oregon City mayor and talked about South Fork Water Board, met with Sara from Senator Merkley's office to talk about continuing the WIFIA funding for water infrastructure and asked about our federal waterline funding request. The senator's office offered to help us access the money that was allocated in a budget bill and signed into law for the Abernathy water line replacement. He is attending the Tualatin Valley Fire & Rescue (TVF&R) community academy. He was fitted in fire gear and had some pictures taken. He gets to do training, practice extraction from a car, put out fire, and go on calls with TVF&R. It is opened to councilors annually. Council President Baumgardner went last year. He met with Councilor Bonnington and Parks & Recreation Director Big John to discuss next steps on the Recreation Center. There are a lot of good ideas and they hope to get something going, maybe break it into phases to continue making progress.

Councilor Bonnington was encouraged about how many optimistic ideas there are regarding the recreation center, so many people want to contribute. He thinks we are going to have a run at doing something this time. The Mayor gave a great speech and he received really good feedback from the State of the City; he appreciates all the work from staff. The Parks & Recreation Board was updated on the parks department priorities. He mentioned plans for the Community Advisory Group (CAG) changes and they were excited.

City Manager Report [8:25 pm/5 min]

City Manager Williams went over the tentative agenda for upcoming Council Meetings. The library is hosting a Dungeon Masters class on Saturday. There are a lot of Neighborhood Association meetings and CAG meetings on the calendar and he encouraged everyone to check the website.

Council President Baumgardner noticed the Electric Vehicle (EV) charging station on Willamette Falls Drive next to the bicycle kiosk. Officer Goode is receiving an award at the Broadway Rose Theater on Saturday at 10 am. She is excited and grateful we have such deserving staff in the police department.

Adjourn [8:35 pm]

Draft Minutes.

Agenda Bill 2025-06-16-02

Date: June 10, 2025

To: Rory Bialostosky, Mayor
Members, West Linn City Council

Through: John Williams, City Manager *JPW*

From: Peter Mahuna, Police Chief

Subject: Proposal to amend three sections of WLMC Chapter 6: 6.102 Painted Curb Parking Prohibition; 6.105 Portable Storage Containers/Containers and Vehicle Regulations; and 6.148 Parking Violation Fines

Purpose:

The West Linn Police Department (WLPD) proposes changes to three sections of the West Linn Municipal Code (WLMC) Chapter 6 to increase transparency and allow for improved enforcement:

1. Add clear authority and clarity for the painted curb parking prohibition to ensure that curbs designated as fire lanes or other prohibited parking are not obstructed by vehicles, and thus increase safety; and
2. Establish rules and restrictions for the parking of portable storage containers and similar temporary storage containers on West Linn city streets or other rights-of-way to increase vehicular and pedestrian safety, and shore up the current parking prohibition in residential parking districts without a permit; and
3. Ensure transparency of City parking violation fines by referring residents, or others viewing the WLMC, to the City of West Linn Master Fees and Charges Document for one schedule of parking fines.

These three proposed code changes involve different subjects/issues, but all exist within Chapter 6 of the WLMC, so we have addressed them in one Agenda Bill. However, they are attached as separate and individual ordinances, and should be enacted (voted on) as separate and individual ordinances.

Question(s) for Council:

1. Does Council want to amend Chapter 6 to add painted curb parking prohibitions?
2. Does Council want to amend Chapter 6 to establish rules and prohibitions on the parking of portable storage containers/temporary storage containers on West Linn city streets or other rights-of-way, similar to the rules that apply to trailers and commercial vehicles, and clarify that parking in a residential parking zone is prohibited without a

permit and what fines apply?

3. Does Council want to ensure transparency of City parking violation fines by referring to a schedule of fines adopted by resolution of the Council, in this case, the City of West Linn Master Fees and Charges Document?

Background & Discussion:

1. 6.102 Painted Curbs

Numerous community members have called into LOCOM Dispatch concerned about vehicles being a hazard to pedestrian and vehicular traffic. These vehicles were found to be parked close to intersections where the curb is painted yellow to indicate no parking. However, the current WLMC does not expressly prohibit or restrict parking alongside yellow- or red-painted curbs, unless there is a no parking sign there. It is in the best interest of the City of West Linn to clearly prohibit parking alongside painted curbs to correct hazards to pedestrian and vehicular traffic. The parking prohibition will only apply to curbs painted by city officials (yellow) or TVFR (red).

In short, the new code section clearly prohibits parking alongside curbs that have been painted red or yellow to indicate no parking zones. No signage shall be necessary to effectuate the “no parking, stopping or standing” zone. This ordinance would create standards within the City of West Linn that are consistent with standards in most other cities.

2. 6.105 Portable Storage Containers/Storage Containers and Vehicle Regulations

Currently, the WLMC does not specifically address the placement/parking of portable storage containers and similar temporary moving and storage containers on City streets or other Rights of Way. WLPD has received complaints from residents concerning portable storage containers that have been left on City streets for extended periods of time. This issue was also raised at a council meeting a few months ago where residents were concerned that vehicular sightlines were obstructed for an extended period of time due to a particular portable storage containers, and requested that the Council address this with a code change in order to improve vehicular and pedestrian safety. Without specific code language to cite to, the WLPD has been unable to adequately regulate or enforce this area of parking concern.

Also, while the language in WLMC 6.015 addresses the City Council’s authority to clearly define prohibited parking hours within a parking district by way of a resolution, WLPD believes the current code falls short in its specificity of the enforcement mechanism and any monetary penalties that apply. Adding specific language to WLMC 6.105 to address the violation of prohibited parking in a residential parking district and detailing the fine amount provides clarity.

3. 6.148 Parking Violation Fines

Likewise, the current WLMC does not provide specific fine amounts for parking violations or refer to a City schedule of fees. The code currently states that any violation without a specific fine amount described will be treated as an unclassified violation, and the fine will be that of a Class B violation, which is \$265. The code amendment we propose seeks to provide transparency, as well as flexibility, in the City's parking violation fine structure by referring residents, or others viewing the code, to the City's Master Fees and Charges Document for the monetary fine range. However, a decision was made not to expressly list the "Master Fees and Charges Document" in the code, because if the document title changes, then the code would also need to be amended.

Instead, we propose broad language that explains: "A violation of Sections 6.100 to 6.140 shall be subject to monetary fines as specified in a resolution adopted by the City Council." The Master Fees and Charges Document is adopted annually by Resolution of the Council, so this language expressly clarifies the authority to set the fees and designated a place for them in a City schedule of fees.

4. Work Session

On May 19, 2025, WLPD presented the above three ordinances at a work session with the City Council. Staff and the City Attorney discussed the proposed new language to be added, as well as the purpose and need for such changes.

Public comment was taken on the proposed ordinances. One West Linn resident asked the Council to vote in favor of the Painted Curb Parking Prohibition ordinance, after sharing his concern for pedestrian safety in the Bolton neighborhood. He expressed that yellow curb parking prohibition/permit parking is not being adequately enforced and is resulting in an influx of traffic that compromises safety, especially for pedestrians. A second resident spoke about the residential parking district and need for enforcement of the rules that apply in such zones. WLPD received no public comments on the proposed ordinances since those made at the work session, and brings them back to the Council now for adoption.

To be clear, staff discusses all three proposed ordinances in this one Agenda Bill for convenience because they all pertain to WLMC Chapter 6, but they are drafted as three separate and distinct ordinances to be enacted individually (voted on individually as Ordinance 1760, Ordinance 1761, and Ordinance 1762).

Council Options:

- 1) Proceed with enactment of one, two, or all three of WLPD's proposed ordinances.
- 2) Direct staff to revise the proposed ordinance(s) and bring them back at a future Council Meeting.
- 3) Direct staff to leave the WLMC as currently written without the proposed amendments.

Staff Recommendation:

Staff recommends moving forward with enactment of the three proposed ordinances that amend WLMC Chapter 6 to adequately address the issues that residents and WLPD are facing.

Attachments:

1. Ordinance 1760, Painted Curb Parking Prohibition
2. Ordinance 1761, Portable Storage Containers and Vehicle Regulations
3. Ordinance 1762, Parking Violation Fines

ORDINANCE 1760

AN ORDINANCE AMENDING WEST LINN MUNICIPAL CODE CHAPTER 6 RELATING TO PAINTED CURB PARKING PROHIBITION

Annotated to show deletions and <u>additions</u> to the code sections being modified. Deletions are bold lined through and additions are <u>bold underlined</u> .

WHEREAS, Chapter II, Section 4, of the West Linn City Charter provides: Powers of the City. The City shall have all powers which the Constitution, statutes and common law of the United States and of this State now or hereafter expressly or implied grant or allow the City, as fully as though this Charter specifically enumerated each of those powers;

WHEREAS, Code Enforcement Officers maintain community safety and livability through effective enforcement of state laws and local codes;

WHEREAS, the City investigates reports of West Linn Municipal Code (WLMC) violations when a resident submits a WLMC violation complaint; and

WHEREAS, clearly written code promotes efficient and effective education and enforcement by Code Enforcement Officers; and

WHEREAS, the current WLMC lacks sufficient specificity and clarity that parking alongside City- and TVFR-painted curbs is prohibited.

NOW, THEREFORE, THE CITY OF WEST LINN ORDAINS AS FOLLOWS:

SECTION 1. New Section. West Linn Municipal Code Section 6.102 Painted Curb Parking Prohibition is added as follows:

6.102 Painted Curb Parking Prohibition

- (1) A curb painted red by a city official or designee indicates a fire lane and may be established on public or private property. A curb painted yellow by a city official or designee indicates no parking and may be established on public property.**
- (2) Parking, stopping, or standing any part of a vehicle alongside a curb that is painted red or yellow by a city official or designee is prohibited. No additional marking, such as a sign, is required to establish the no parking, stopping, or standing zone.**
- (3) When any part of a vehicle is alongside or blocking a curb that is painted red or yellow, a police officer or code enforcement officer may order the owner or operator**

of the vehicle to remove it. If the vehicle is unattended, the police officer or code enforcement officer may cause it to be towed and stored at the owner's expense. The owner shall be liable for the costs of towing and storing, even if the vehicle was parked by another or if the vehicle was initially parked in a permissible manner, but subsequently became an obstruction or hazard.

- (4) For the purpose of citing violations of parking regulations and impoundment, a rebuttable presumption exists that the registered owner of the parked vehicle was in possession and control of the vehicle at the time the violation occurred.

SECTION 2. Severability. The sections, subsections, paragraphs and clauses of this ordinance are severable. The invalidity of one section, subsection, paragraph, or clause shall not affect the validity of the remaining sections, subsections, paragraphs and clauses.

SECTION 3. Savings. Notwithstanding this amendment/repeal, the City ordinances in existence at the time any criminal or civil enforcement actions were commenced, shall remain valid and in full force and effect for purposes of all cases filed or commenced during the times said ordinance(s) or portions of the ordinance were operative. This section simply clarifies the existing situation that nothing in this Ordinance affects the validity of prosecutions commenced and continued under the laws in effect at the time the matters were originally filed.

SECTION 4. Codification. Provisions of this Ordinance shall be incorporated in the City Code and the word "ordinance" may be changed to "code", "article", "section", "chapter" or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that any Whereas clauses and boilerplate provisions need not be codified and the City Recorder or the designee is authorized to correct any cross-references and any typographical errors.

SECTION 5. Effective Date. This ordinance shall take effect on the 30th day after its passage.

The foregoing ordinance was first read by title only in accordance with Chapter VIII, Section 33(c) of the City Charter on the 16th day of June 2025, and duly PASSED and ADOPTED this ____ day of _____, 2025.

RORY BIALOSTOSKY, MAYOR

ATTEST:

KATHY MOLLUSKY, CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

ORDINANCE 1761

AN ORDINANCE AMENDING WEST LINN MUNICIPAL CODE CHAPTER 6 RELATING TO PORTABLE STORAGE/MOVING CONTAINERS AND VEHICLES IN RESIDENTIAL PARKING ZONES

Annotated to show ~~deletions~~ and additions to the code sections being modified. Deletions are ~~bold lined through~~ and additions are bold underlined.

WHEREAS, regulating the parking of large portable storage containers on residential streets, as well as the parking of vehicles in certain zones, serves the City of West Linn's (City) interest in increasing public safety for pedestrians and drivers; and

WHEREAS, residents of the City have asked the City Council to regulate portable moving and storage containers placed on City residential streets and in City rights-of-way; and

WHEREAS, the City seeks to ensure its streets and rights-of-way are safe and navigable, free of hazards and obstructions; and

WHEREAS, limiting the length of time that portable moving and storage containers can remain on City streets and rights-of-way aligns with current regulatory practices for commercial vehicles and trailers on City streets and rights-of-way within the existing municipal code; and

WHEREAS, City code already confers authority to the City Council to establish residential parking zones that prohibit parking without a valid permit; and

WHEREAS, residents of the City have asked the City Council to continue to enforce the rules that apply to residential parking zones, including with parking violation fines.

NOW, THEREFORE, THE CITY OF WEST LINN ORDAINS AS FOLLOWS:

SECTION 1. Amendment and New Section. Existing West Linn Municipal Code Section 6.105 Prohibited Parking and Standing of Commercial Vehicles and Trailers is amended to read as follows:

6.105 Prohibited Parking and Standing of **Vehicles**, Commercial Vehicles, ~~and~~ Trailers, and Containers.

In addition to the state motor vehicle laws prohibiting parking, no person shall park or stand:

- (1) A motor truck as defined by ORS 801.355, a truck tractor as defined by ORS 801.575, and/or a semi-trailer as defined in ORS 801.475, which semi-trailer is equipped with an on board refrigeration device, on a street between the hours of 9:00 p.m. and 7:00 a.m. of the following day in front or adjacent to a residence, hotel, or other sleeping accommodation;
- (2) A trailer or semi-trailer with a bed or box in excess of five feet in width and eight feet in length upon any residential public street for a period longer than four hours unless it is loading or unloading except with the express written permission of the Chief of Police or their designee.

This prohibition shall not apply to trailers or semi-trailers owned or operated by governmental units or public or private utility companies or boat trailers;

(3) An unlicensed motor vehicle or trailer on any public street or right-of-way; or

(4) An unmounted camper on any public street or right-of-way;

(5) A boat, boat trailer, with a bed or box in excess of five feet in width and eight feet in length, or both, upon any public street with less than 28-foot pavement width for the full length of the street where the boat or boat trailer is parked, for a period longer than 24 hours. In no event shall the boat or boat trailer be parked in a manner which interferes with traffic or creates a hazard by obstructing the view of drivers.

(6) A portable storage container, or any type of moving or storage container, of any size upon a residential public street for a period longer than 72 hours, except with a valid permit issued by the City of West Linn Public Works Department or designee. In no event shall the portable storage container or container be placed in a manner that interferes with traffic or creates a hazard by obstructing the view of drivers.

(7) a vehicle in a residential parking zone established by resolution of the City Council pursuant to West Linn Municipal Code 6.015, except with a valid parking permit issued by the City Manager or designee, or pursuant to any other exception provided in the resolution of the City Council.

SECTION 2. Severability. The sections, subsections, paragraphs and clauses of this ordinance are severable. The invalidity of one section, subsection, paragraph, or clause shall not affect the validity of the remaining sections, subsections, paragraphs and clauses.

SECTION 3. Savings. Notwithstanding this amendment/repeal, the City ordinances in existence at the time any criminal or civil enforcement actions were commenced, shall remain valid and in full force and effect for purposes of all cases filed or commenced during the times said ordinance(s) or portions of the ordinance were operative. This section simply clarifies the existing situation that nothing in this Ordinance affects the validity of prosecutions commenced and continued under the laws in effect at the time the matters were originally filed.

SECTION 4. Codification. Provisions of this Ordinance shall be incorporated in the City Code and the word "ordinance" may be changed to "code", "article", "section", "chapter" or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that any Whereas clauses and boilerplate provisions need not be codified and the City Recorder or the designee is authorized to correct any cross-references and any typographical errors.

SECTION 5. Effective Date. This ordinance shall take effect on the 30th day after its passage.

The foregoing ordinance was first read by title only in accordance with Chapter VIII, Section 33(c) of the City Charter on the 16th day of June, 2025, and duly PASSED and ADOPTED this ____ day of _____, 2025.

RORY BIALOSTOSKY, MAYOR

ATTEST:

KATHY MOLLUSKY, CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

ORDINANCE 1762

AN ORDINANCE AMENDING WEST LINN MUNICIPAL CODE CHAPTER 6 RELATING TO FINES FOR PARKING VIOLATIONS

Annotated to show ~~deletions~~ and additions to the code sections being modified. Deletions are ~~**bold lined through**~~ and additions are **bold underlined**.

WHEREAS, the City of West Linn seeks to promote fair and efficient resolution of traffic violations through its Municipal Court; and

WHEREAS, the City of West Linn, through its Police Officers and Code Enforcement Officers, seeks to ensure transparency in its schedule of fees for parking violations that may be assessed; and

WHEREAS, providing clarity in parking fine amounts through an easily accessible document is in the interest of justice.

NOW, THEREFORE, THE CITY OF WEST LINN ORDAINS AS FOLLOWS:

SECTION 1. New Section. West Linn Municipal Code Section 6.148 Fines for Parking Violations is added as follows:

6.148 Fines for Parking Violations

A violation of Sections 6.100 to 6.140 shall be subject to monetary fines as specified in a schedule of fees adopted by resolution of the City Council.

SECTION 2. Severability. The sections, subsections, paragraphs and clauses of this ordinance are severable. The invalidity of one section, subsection, paragraph, or clause shall not affect the validity of the remaining sections, subsections, paragraphs and clauses.

SECTION 3. Savings. Notwithstanding this amendment/repeal, the City ordinances in existence at the time any criminal or civil enforcement actions were commenced, shall remain valid and in full force and effect for purposes of all cases filed or commenced during the times said ordinance(s) or portions of the ordinance were operative. This section simply clarifies the existing situation that nothing in this Ordinance affects the validity of prosecutions commenced and continued under the laws in effect at the time the matters were originally filed.

SECTION 4. Codification. Provisions of this Ordinance shall be incorporated in the City Code and the word "ordinance" may be changed to "code", "article", "section", "chapter" or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that any Whereas clauses and boilerplate provisions need not be codified and the City Recorder or the designee is authorized to correct any cross-references and any typographical errors.

SECTION 5. Effective Date. This ordinance shall take effect on the 30th day after its passage.

The foregoing ordinance was first read by title only in accordance with Chapter VIII, Section 33(c) of the City Charter on the 16th day of June, 2025, and duly PASSED and ADOPTED this _____ day of _____, 2025.

RORY BIALOSTOSKY, MAYOR

ATTEST:

KATHY MOLLUSKY, CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

Agenda Bill 2025-06-16-03

Date Prepared: 5/29/2025

For Meeting Date: 6/16/2025

To: Rory Bialostosky, Mayor
West Linn City Council

Through: John Williams, City Manager *JRW*

From: Erich Lais, PE – Public Works Director/City Engineer

Subject: Contract Award – CM/GC Services for Operations Complex, Phase 1,
Preconstruction Services

Purpose:

To receive council approval to award Skanska USA Buildings, Inc. with a contract for Construction Management/General Contractor (CM/GC) services for the planned construction of the City's new Operations Complex.

Question(s) for Council:

Does Council wish to distribute funds to construct the City's new Operations Complex?

Public Hearing Required:

None Required.

Background & Discussion:

The City owns a 33-acre property on Salamo Road, overlooking I-205, and plans to build a new operations facility on this expansive, sloped site. The facility will serve as a centralized operations hub, housing Water Distribution Maintenance, Sewer and Storm Collections Maintenance, Parks Maintenance, Facilities Maintenance, and Fleet Maintenance. It will also include accommodations for City fueling and materials storage needs, support spaces for staff during extended emergency events, and areas for City-wide staff events and training sessions. This project is a 2025-2027 Council Priority.

On March 17, 2025 City Council reviewed and approved use of the City's adopted local contracting rule exemption 10.105 which allows for solicitation of construction services under the CM/GC delivery method. This delivery method provides enhanced coordination with design teams, subcontractors, and public agencies throughout the final design and construction phases of the project. Specific project delivery method allows for experience of the CM/GC and identified excavation trade partner to further inform the design approach and perform constructability reviews ahead of final design delivery and beginning of construction.

On March 19, 2025 a RFP solicitation for CM/GC services was released. The RFP was posted within the State procurement system, OregonBuys, and advertised in the Daily Journal of Commerce, West Linn Tidings, Business Tribune, and the City's website. The proposal period ended on April 24, 2025. The

City received 14 proposals from qualified firms. Through a thorough evaluation process which included review by City staff within the Engineering, Public Works Operations, and Parks divisions as well as the City's contracted architecture firm, 6 firms were identified as top candidates and were interviewed on May 19, 2025.

Combined scores from the proposal evaluation and the interviews identified Skanska USA Buildings, Inc. as the top qualified candidate. This firm is well qualified with substantial experience constructing public facilities on complex sites.

Phasing of the project results in a preliminary contract award for preconstruction services. These services cover the CM/GC's role in working with the City's architects to finalize design through constructability review of the building and site. This phase will lead to the final design and construction documents. Once complete, the City will enter negotiations with the CM/GC to establish the "Guaranteed Maximum Price" (GMP) which is the cost threshold for construction of the facility. The GMP will be issued through a contract amendment and will be brought back to Council for approval ahead of execution.

Comprehensive legal review of the attached contract, scope of work, and method for future project delivery has been conducted.

Budget Impact:

Preconstruction fee is outlined in attached contract. Final construction guaranteed maximum price (GMP) to be negotiated upon final design completion and presented to Council for approval through a contract amendment.

All expenditures to be split equally among: Streets, Water, Storm, Sewer, Parks. Funds are budgeted and included in the City's Capital Improvement Plan.

Sustainability Impact:

Building design incorporates numerous sustainably design approaches. City Council was presented with a presentation of these design elements at a Work Session held on May 5th. The Sustainability Advisory Board was also invited to attend the Work Session.

Council Options:

1. Approve the attached contract to allow for final design and constructability services to be conducted by the City's selected top candidate Skanska USA Buildings, Inc.

Staff Recommendation:

Staff recommends approval of the attached contract to allow for the project to continue as scheduled.

Potential Motion:

1. I move to approve the attached contract as the Standard Form of Agreement Between Owner and Construction Manager as Constructor and authorize the City Manager to execute the agreement in the amount of \$98,000, awarded to Skanska USA Buildings, Inc. for the preconstruction phase of the City's Operations Complex Construction project.

Attachments:

1. Construction Management Contract, Preconstruction services scope and fee.

WEST LINN OPERATIONS COMPLEX CM/GC CONTRACT

2.5 General Scope of CM/GC Services

COWL is seeking a qualified Construction Manager/General Contractor (CM/GC) firm to provide services during the Construction Document Development and Construction Administration phases of the project. This initial contract will cover Pre-Construction services only, with the potential for a Guaranteed Maximum Price (GMP) Amendment to include construction services and post-construction services upon successful negotiations. The CM/GC will work collaboratively with the City, the Project Manager (PM) from Kloth Group, the Architect and Engineering team (SEA), and other project consultants and agencies to provide comprehensive preconstruction services and to manage and coordinate subcontractor bidding, procurement, and the construction process.

The CM/GC will be fully immersed in the design process and will play a crucial role as an integral team member throughout the project. This collaborative approach will ensure the successful development, bidding, and construction of the project.

The CM/GC firm will be required to complete all Work in accordance with all Owner requirements, applicable codes, authorities having jurisdiction, and energy efficiency programs.

The obligations of the CM/GC are set forth in the attached draft AIA Agreement and attachments thereto, including the general conditions. The following is a brief summary of the required services.

Services of initial Pre-Construction engagement:

2.5.1. Preconstruction Services

Overview: Preconstruction Services include, at minimum, the following tasks:

- 2.5.1.1** Record Keeping
- 2.5.1.2.** Site Analysis
- 2.5.1.3.** Constructability Reviews
- 2.5.1.4.** Cost Estimating
- 2.5.1.5.** Value Engineering
- 2.5.1.6.** Cost Control
- 2.5.1.7.** Procurement Strategy
- 2.5.1.8.** GMP Development

2.5.1.1. Record Keeping

A. The CM/GC or its designated representative is required to attend all meetings as directed by the Owner. While the A/E team is primarily responsible for documenting and submitting meeting minutes during the design phase, if no A/E member is present, the CM/GC shall take responsibility for submitting the minutes within three days following the meeting. The cost for these meetings will be covered by the CM/GC's fee outlined in the contract.

B. The CM/GC must be available by phone or email to respond to questions from the Owner and Architect/Engineer as they arise. The cost for these communications is also included in the CM/GC's fee.

2.5.1.2. Site Analysis

- A.** The CM/GC is responsible for gathering all relevant site information from jurisdictional agencies.
- B.** The CM/GC must apply due diligence and professional judgment when analyzing any documents or data provided by the Owner and is also responsible for requesting additional information as needed.
- C.** The CM/GC must personally examine the designated building site.

2.5.1.3. Constructability Reviews

- A.** Continuous constructability reviews with milestone reviews at: 100% design development, 50% construction documents and 100% construction documents (or as adjusted by the master schedule) to identify any potential conflicts or issues affecting construction. Conduct discussions with the design team to address and recommend solutions for any identified issues.
- B.** During the construction document phase, review designs for accuracy, completeness, and coordination. Request clarifications to ensure the plans are clear and comprehensive, reducing delays and additional costs.
- C.** The CM/GC must create and maintain a detailed plan for sequencing, staging, and risk mitigation that will be reviewed and approved by the AE team and Owner at each design phase. This plan should include diagrams and cover items such as:
 - Site logistics, including erosion control, weather provisions, access, and parking.
 - Safety and security hazards, including impacts on the surrounding community.
 - A list of any temporary equipment needed, with procurement plans, lead times, and potential impacts.
- D.** Collaborate with the project team to evaluate proposed systems and materials regarding delivery and installation. Offer feedback and alternative solutions that align with the project's design, schedule, and budget.
- E.** Assess systems and materials in terms of maintenance and life-cycle costs in collaboration with the project team. Propose alternatives as needed to enhance design, schedule, and budget outcomes.
- F.** Develop and maintain a detailed critical path construction schedule for team approval.
- G.** Seek input from subcontractors and suppliers regarding constructability, lead times, and pricing for any items that may be uncertain.

2.5.1.4. Cost Estimating

- A.** Provide cost estimates during the design development phase and at 100% Design Development and 50% construction document milestones, or as directed by the Owner. Cost estimates should be presented in "Unit Price." The CM/GC may convert this to CSI format for bidding, but the estimates should consistently show budget progress and variance throughout all design phases leading to the GMP.
- B.** Unit pricing should include material costs, labor rates, and quantities. Ensure quantities match the drawings and specifications and provide take-offs.

- C. Compare the design in terms of labor wages, system selection, material choices, and green building decisions.
- D. The CM/GC shall develop and include a contingency allowance within each milestone cost estimate, which shall cover unforeseen circumstances, changes or risks that may arise during the course of the project.
- E. Submit cost estimates to stakeholders for review in a workable file format (e.g., CSV) showing cost breakdowns and quantity take-offs, and present them at scheduled meetings.
- E. If design revisions are required at any phase, the AE team will resubmit documents for re-estimating..
- F. Cost Estimates must be coordinated with those provided by independent cost estimators engaged by the Owner.
- G. As part of the cost estimation process, the CM/GC shall develop a comprehensive risk matrix identifying potential risks, uncertainties, and opportunities that may affect the project cost and schedule. This matrix should include both identified risks (which may lead to potential cost increases) and opportunities (which may lead to potential cost savings or efficiencies).

2.5.1.5. Value Engineering

- A. Determine if the project scope aligns with the budget and suggest areas for potential cost savings.
- B. Provide maintenance and life cycle cost analysis for materials specified in the design.
- C. Offer alternative solutions that balance cost, schedule, and quality.
- D. Prioritize the value engineering items for the team's review.
- E. The CM/GC must present value engineering analyses to stakeholders in PDF format during scheduled meetings.
- F. Value engineering should be performed at each design phase.
- G. The CM/GC's role in preconstruction is to ensure the design stays within budget by providing accurate estimates and value engineering. Value Engineering is not intended to be performed after the GMP is set.

2.5.1.6. Cost Control

- A. Provide suggestions to the team before transitioning to the next design phase to ensure the project stays within budget.
- B. Refine the cost estimate as the project progresses.
- C. Review the cost estimates in detail with the Owner and design team.
- D. Notify the design team of any design decisions that may impact the budget during the design phase.

2.5.1.7. Procurement Strategy

- A. Outline the CM/GC's approach to procurement, including early bid packages.

2.5.1.8. GMP Development

- A. At 100% construction documents, the CM/GC shall facilitate and invite trade partner bidding to develop and submit a detailed cost proposal to be used as the Guaranteed Maximum Price (GMP) for the project. This GMP shall be based on the finalized design documents, specifications, and any available conceptual

information, with a full scope of work as defined in the contract documents.

B. Subcontractor Bid Procurement

- Prepare bid packages in line with the contractual, Owner, funding, and public procurement requirements. Recommend procedural changes where necessary.
- Solicit at least three competitive bids for each major work package, including self-performed work, and present them to the Owner in a comparable format for review.
- Ensure that all bid packages, including those for early procurement, are within the budget. The CM/GC must provide viable options to the AE team and Owner in a timely manner to keep bids within budget.
- To ensure compliance with the contract requirements, bid information will be reviewed and approved by the Architect and Owner before awarding any work.
- Provide all team members with copies of planned bid packages for review before releasing them for bidding, including all relevant bid documents and subcontract forms.

C. The GMP proposal shall include:

- A detailed breakdown of the cost estimate by construction trade, material, labor, overhead, and any other relevant costs that contribute to the total project price.
- A separate breakdown of contingencies, which shall include any budget allowances and a contractor's contingency to cover potential changes, unforeseen conditions and any risks that may arise during construction.
- A clear explanation of any assumptions made in the development of the GMP, including assumptions about labor, material costs, market conditions, and any other factors that could affect the final cost.
- Identification of any exclusions or scope items that are not included within the GMP, with specific reference to any items that might be subject to additional costs or separate agreements.

DRAFT AIA® Document A133™ – 2019

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

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month, and year.)

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

« City of West Linn ,Oregon »« »
« 22500 Salamo Road, West Linn OR, 97068 »
« »
« »

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

« Skanska USA Building Inc »« »
« 1010 NW Flanders ST., STE 500, Portland OR, 97209 »
« License: CCB #153980 »
« »

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

« The City of West Linn Operations Complex »
« Salamo RD & Greene ST, West Linn OR »
« »

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

« Scott Edwards Architects, LLP »« Attn: Brandon Dole »
« 2525 E. Burnside ST, Portland OR, 97214 »
« »

The Owner and Construction Manager agree as follows.

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

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

{00931484; 1 }**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

« The Architect is currently developing the program for the Project. »

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

« The Project for [the City of West Linn Operations Complex], and associated site improvements, will be located at the cross section of Salamo RD. & Greene ST, in West Linn, Oregon. The site is West Linn owned property and zoned as R-10 Residential and will be constructed through a Conditional Use Permit. and valuations regarding existing

conditions such as surveyed boundaries, geotechnical reports, etc. are to be provided by Owner prior to the start of Construction Documents »

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

« Approximately [estimated GMP construction budget], however this amount may change based upon future conditions. A revised amount will be included in a GMP Amendment. »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

« To be decided (TBD) »

.2 Construction commencement date:

« TBD »

.3 Substantial Completion date or dates:

« Will be included in the GMP Amendment »

.4 Other milestone dates:

« Unknown at the time of execution. Construction Milestones, if any, will be finalized in a GMP Amendment. »

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

« Unknown at the time of execution. As design proceeds, early work may be warranted and would be addressed in an early work amendment between Owner and Construction Manager. Prevailing Wage and bonding requirements will initiate upon execution of an early work amendment. »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

« At the time of execution, a Sustainable Objective [To be added (TBA)] »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager will complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. Alternatively, the parties may choose to incorporate Sustainable Objectives through a separate amendment to this Agreement, as appropriate. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

« N/A »

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

« N/A »

<< >>
<< >>
<< >>
<< >>
<< >>

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

<< N/A >>

§ 1.1.10 [INTENTIONALLY OMITTED]

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

<< Scott Edwards Architects, LLP>><< Attn: Brandon Dole >>
<< 2525 E. Burnside ST, Portland OR, 97214>>>

<< >>
<< >>
<< >>
<< >>
<< >>

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3, who is authorized to act on behalf of the Construction Manager with respect to the Project in all instances, unless expressly stated otherwise in this Agreement:
(List name, address, and other contact information.)

<< Skanska USA Building – Attn: Kim Larsen >>
<< 1010 NW Flanders Street Suite 500 >>
<< Portland OR 97209 >>

<< >>
<< >>
<< >>

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

<< Key personnel listed in the RFP submittal shall be fully committed throughout the construction process. Should a staff member listed be replaced for reasons out of the CM/GC's control or the level of staffing required change during the project, the Owner and selected CM/GC will negotiate changes to the Specified General Conditions sum within any component (phase) of the project.>>

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

<< See Exhibit C >>

§ 1.1.15 Other Initial Information on which this Agreement is based:

<< N/A >>

§ 1.2 [INTENTIONALLY OMITTED]

§ 1.3 Construction Manager may only change its representative with good cause and only after securing Owner's written approval. Examples of "good cause" include the representative no longer being employed by Construction Manager, or if representative is on a leave of absence, or if Owner requests the Construction Manager to change its representative. "Good cause" does not include Construction Manager's desire to change its representative for a business-related purpose. Construction Manager agrees that Construction Manager's provision of its representative was a material inducement to Owner's selection of Construction Manager and that a change in project representative will cause various administrative and project inefficiencies that damage the City, but those damages are difficult to be determined. Therefore, Construction Manager agrees to pay City, as a liquidated damage, [\$20,000] for any such change in project representative, which the parties agree is not a penalty, but a reasonable estimate of the cost impacts related to the personnel change.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; to furnish the Construction Manager's services, experienced personnel and perform the Work with the skill and care of a Construction Manager and general contractor with experience in projects similar to the Project in the Pacific Northwest environment and under similar circumstances (the "Standard of Care"); and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended by the Owner, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.3 The terms "A201–2017" or "General Conditions of the Contract for Construction" mean AIA document A201–2017, as modified by Owner.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201–2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall perform its Preconstruction Services pursuant to the Standard of Care. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide Preconstruction Phase services identified in the Owner's request for proposals (RFP). In addition, Construction Manager shall provide the following services during the Preconstruction Phase:

- .1 The Construction Manager will provide an evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.
- .2 The Construction Manager will provide in writing and acceptable to Owner: (1) a detailed evaluation of the construction costs for the project, Project schedule and phasing of bid packages, if any, including estimate of construction cost savings; (2) a review of information provided by the Owner and the Architect and information the Construction Manager obtains from field observations and other sources; (3) a pre-bid cost estimate to determine if probable construction cost estimates will meet or exceed the Project budget; and (4) recommended changes to the Owner's design for the Project that the Construction Manager reasonably expects will reconcile the program, Project budget, and Project Schedule or will reduce costs, provide a higher quality Project without exceeding the Project budget; or (3) otherwise provide benefits to the Owner or the Project.
- .3 If the Construction Manager recommends changes to the Owner's program or its preliminary design, the Construction Manager will explain why the proposed changes, if the Owner accepts them, will: (1) reduce costs; (2) provide a higher quality Project without exceeding the Project budget; or (3) otherwise provide benefits to the Owner or the Project.
- .4 The Construction Manager will provide a written contract document review report of any apparent errors, omissions, or inconsistencies in the Contract Documents and other information obtained by the Construction Manager from any source, including the Owner, the Architect or the Construction Manager's observations, together with the Construction Manager's recommendations for resolving any apparent errors, omissions, or inconsistencies.
- .5 The Construction Manager will identify critical elements of the Work that may require special procurement processes, such as prequalification of offers or alternative contracting methods.
- .6 The Construction Manager will advise Owner and Architect of current construction market bidding climate, status of key subcontract markets, and other economic conditions relevant to the Project.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct weekly meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment based upon the design work as it progresses. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and update, no less than monthly, a Project schedule for the Architect's review and the Owner's acceptance to be submitted with the Construction Manager's monthly Application for Payment. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner, including any portions of the Project having occupancy priority. Each updated Project Schedule will indicate proposed activity sequences and durations with predecessors and successors, milestone dates for receipt and approval of pertinent information, preparation and processing of shop drawings and samples and proposed date of Substantial Completion. If preliminary Project schedule updates indicate that previously approved schedules may not be met, the Construction Manager will explain why and make appropriate recommendations to the Owner and Architect.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall promptly inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates or those of a third party cost estimator that Owner retains, the Construction Manager, the Owner, and the Architect shall work together in good faith and in a timely manner to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 The Construction Manager shall review Exhibit C and advise Owner on any recommended changes.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project. Owner, in conjunction with Architect, may require Construction Manager to inform one or more specific Subcontractors of the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction in order to meet the approved Project schedule. The Construction Manager will submit the procurement schedule for products, equipment, and systems that are identified as having or likely having a delivery time that is long enough to directly affect the overall lead time of the Project (collectively, the "long-lead-time items"). The Owner may require the Construction Manager to order and procure long-lead-time items before the Owner accepts the Construction Manager's Guaranteed Maximum Price proposal, pursuant to Drawings and Specifications prepared by the Architect and A201- 2017. The Construction Manager will provide the Owner with a proposal for such procurement that will be for no more than the actual cost of the long-lead-time item, and will identify a restocking charge or charge of a similar nature, if any, payable to the supplier of the long-lead-time item if the Owner cancels the order. The Construction Manager shall incorporate any long-lead-time-items in the Guaranteed Maximum Price proposal. If the Owner accepts the Guaranteed Maximum Price proposal, any long-lead-time items must be included in the Cost of the Work. The Owner will provide funds for payment of any amounts that become due for long-lead-time items before commencement of the Construction Phase, subject to a credit against the Guaranteed Maximum Price. If the Owner cancels the order for a long-lead time item for any reason other than default by the Construction Manager or the supplier or due to an event beyond the Owner's reasonable control, Owner will be responsible for any restocking charge or charge of a similar nature, to the extent the Construction Manager disclosed the charge in its proposal. The Construction Manager shall expedite the delivery of long-lead-time items. The Construction Manager shall additionally expedite and coordinate the ordering and delivery of all other materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price other than long-lead-time items, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them. The Construction Phase will commence when the Owner issues a Notice to Proceed, after Owner's execution of the Guaranteed Maximum Price Amendment unless the Owner authorizes early work in the form of an early work amendment. An early work amendment by way of the G735-2019 shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, including but not limited to those requirements set forth in Exhibit C and Exhibit D, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities, including any public utilities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

« N/A »

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of

the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2. By submitting the Guaranteed Maximum Price proposal to the Owner, the Construction Manager warrants that: (1) the Construction Manager has reviewed the Drawings and Specifications and other information provided by the Owner and obtained such additional information from the Owner, direct observation of the site and other sources that the Construction Manager deemed necessary and sufficient to prepare the Guaranteed Maximum Price proposal; (2) the Guaranteed Maximum Price proposal is consistent with the Drawings and Specifications, and (3) the Drawings and Specifications provide sufficient information to commit to a Guaranteed Maximum Price to complete the Work within the Contract Time.

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

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2, but such clarifications and assumptions may only be made to clarify ambiguities and shall not be an attempt to renegotiate the Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price, which shall be no less than **twenty (30)** days from the date the Owner receives the written statement.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not subject to or eligible for a Change Order. The amount shall be approved by the Owner. The Construction Manager shall seek authorization for individual contingency expenditures exceeding \$10,000. The Owner shall be allowed to review the contingency expenditures on a weekly basis and advise against those not in the best interest of the Project and reject those not in compliance with the Contract Documents.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. If the Owner or Architect discover any apparent inconsistencies or inaccuracies in the information included in the GMP proposal or between that information and the Plans and Specifications, they will promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both, to the extent necessary to reconcile such apparent inconsistencies or inaccuracies to the Owner's satisfaction. Nothing in this Agreement imposes a duty on Owner or Architect to determine or discover inconsistencies, inaccuracies or any other deficiency in Construction Manager's work product, including the Guaranteed Maximum Price proposal. Any attempts by the Construction Manager to renegotiate the Specifications via clarifications or assumptions in the Guaranteed Maximum Price proposal shall have no effect and will be deemed a violation of the warranty in Section 3.2.1.

§ 3.2.6 The Owner will review the Guaranteed Maximum Price proposal and accept, reject or request modification of the Guaranteed Maximum Price proposal by written notice to the Construction Manager. If the Owner requests modification of the Guaranteed Maximum Price proposal, the Owner and the Construction Manager shall cooperate with each other to arrive at and agree upon such modification as expeditiously as possible, provided, however, that the Owner may at any time elect to reject the Guaranteed Maximum Price proposal, as presented or as may be later modified, and terminate this Agreement for convenience pursuant to A201-2017. If Owner accepts the Construction Manager's Guaranteed Maximum Price proposal, the Owner and Construction Manager will execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The

Guaranteed Maximum Price Amendment will be substantially in the form attached to this Agreement as Exhibit A and will set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed, including Oregon's commercial activity tax (or "CAT"). The Construction Manager has accounted for the CAT in its fee in Section 6.1.2.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase will commence when the Owner issues a Notice to Proceed, after Owner's execution of the Guaranteed Maximum Price Amendment unless the Owner authorizes early work in the form of an early work amendment. An early work amendment by way of the G735-2019 shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings at least every one week with Owner and Architect to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017, which must be consistent with the Guaranteed Maximum proposal accepted by Owner.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information reasonable requested by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs, report the variances to the Owner and Architect, and propose how Construction Manager will account for the variances within the Guaranteed Maximum Price. Construction Manager shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project. Such information may include a written program that generally sets forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 [INTENTIONALLY OMITTED]

§ 4.1.3 If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, to the extent that Owner is required by law to secure such documentation. Owner shall furnish other documentation as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 Subject to the second sentence of this subsection, the Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. Owner alternatively may require Construction Manager to produce such surveys and a legal description as preconstruction service.

§ 4.1.4.3 The Owner, if such services are necessary or such services are not included in the Preconstruction Services that Construction Manager will provide, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 The Owner may, in its discretion, provide the Construction Manager access to Owner's records that may contain information about the Project site and adjacent land and improvements, where such information was not collected specifically for the Project. The Owner makes no representations or warranties as to the relevance, accuracy or completeness of information in the Owner's records made available to the Construction Manager.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 **Legal Requirements.** The Owner may furnish all legal, insurance and accounting services, including auditing services, that Owner in its discretion may believe are reasonably necessary for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner has retained an Architect to provide services, duties and responsibilities as described in an agreement between Owner and Architect. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

« \$98,000 »

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« Pre-Construction Rates »

Individual or Position	Rate
Principal or Executive	\$150.00
Project Manager	\$135.00
Project Estimator	\$130.00
Project Superintendent	\$135.00
Project Engineer	\$95.00
Assistant Superintendent	\$105.00
Project Accountant	\$85.00
Project Scheduler	\$105.00
Project Foreman	\$95.00
Safety Manager	\$95.00
Project Administration	\$60.00

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes (including, but not limited to Oregon's corporate activity tax or "CAT"), insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 The Construction Manager will include the sum for Preconstruction Phase Services, including Reimbursable Expenses to be incurred in the Preconstruction Phase, in its Guaranteed Maximum Price proposal. For Reimbursable Expenses, the compensation will be the actual expenses incurred by the Construction Manager without mark-up.

§ 5.1.4 The Construction Manager will accept compensation under Section 5.1 as payment for all services rendered and Reimbursable Expenses incurred during the Preconstruction Phase, except as Owner may otherwise specifically agree in writing.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts not in dispute and unpaid « thirty » (« 30 ») days after the invoice date shall bear interest in accordance with ORS 279C.570.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

« 2.95% »

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

« The Construction Manager's Fee percentage will be multiplied by the Cost of the Work associated with any Change Order to determine the adjustment in price for any such change. »

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

« Overhead and Profit for Subcontractor mark-up »

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed « one-hundred » percent (« 100 » %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

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

« Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor acknowledges that the Owner will incur damages if the Project does not achieve Substantial Completion by the Substantial Completion Date. The Parties additionally acknowledge and agree that it is difficult to determine the amount of damages that might be incurred by the Owner as a result of the Contractor's failure to achieve Substantial Completion on or before the scheduled Substantial Completion Date. Accordingly, Contractor shall pay to Owner, as liquidated damages the amount of [one thousand five hundred dollars amount in dollars] (\$1,500) per calendar day for each day that Substantial Completion is later than the scheduled Substantial Completion Date, as a reasonable estimate of such damages. Such liquidated damages are a good faith and reasonable estimate of Owner's damages that may result from such failure, and are not a penalty. If Owner is entitled to liquidated damages, it may deduct the amount from any payment Construction Manager is otherwise entitled to receive from Owner. A different amount of damaged may be agreed to in the GMP Amendment. »

§ 6.1.7 Other:

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

« Upon completion of the Work, if the total Cost of the Work is less than the GMP, 100% of the savings will accrue to Owner. Shared savings may be negotiated as part of the GMP Amendment in the sole discretion of the Owner. For Owner to agree to a shared savings, Construction Manager shall demonstrate how agreeing to a shared savings will lower the overall GMP, and any such shared savings shall not exceed a percent of such contingency.»

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Notwithstanding any language to the contrary in the Contract Documents, and in accordance with ORS 279C.337(2)(g), Owner will not pay Construction Manager any amount that exceeds the GMP unless: (1) the amount results from material changes to the Work; and (2) Owner and Construction Manager agree in writing to the material changes. Otherwise, costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Subject to the limitations of Section 6.2, adjustments to the Guaranteed Maximum Price on account of material changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work without markup to Owner. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7 and shall be clearly identified in the Guaranteed Maximum Price proposal.

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

§ 7.1.3 Costs shall be at rates not higher than those stated in the Guaranteed Maximum Price Proposal, or, if not stated for good cause, the fair market value at the place of the Project, subject to the Owner’s prior written consent.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s prior written approval, at off-site workshops. The Work to be performed under this Contract is subject to prevailing rates of wage under Oregon law. The applicable rates will be those in effect at the time the Owner and Construction Manager execute the Guaranteed Maximum Price Amendment or an early work amendment. A copy of those rates, or a link to where they may be found online, will be provided to the Construction Manager and will be incorporated into the Contract Documents by reference.

§ 7.2.2 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site and performing Work, with the Owner’s prior approval.

§ 7.2.2.1 With the Owner’s prior written consent, wages or salaries of the Construction Manager’s supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

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

§ 7.2.3 With the Owner's prior written consent, wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3. The parties will agree upon hourly rates inclusive of the above and include the rates as an exhibit to the Guaranteed Maximum Price Amendment. Bonuses, or the imputed costs thereof, shall not be included in the Cost of the Work under this Agreement.

§ 7.2.5 Prevailing wages are required by this Agreement, and the rates shall remain unchanged throughout the duration of this Agreement, unless otherwise required by Law. The prevailing wage rates in effect during the Pre-Construction phase are dated: January 5th, 2025. The prevailing wage rates in effect at the time of the GMP amendment will be those in effect at the time of bid.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the Contract Documents.

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

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

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

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

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 With the Owner's prior written consent, rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval and Section 6.5.1. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

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

§ 7.5.4 Those portions of costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior written approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. No fee or markups may be applied to the cost of insurance or bonds.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents, unless such royalties, fees or costs are excluded from the Cost of the Work elsewhere in the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's prior written approval, unless the Construction Manager knew or should have known that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Subject to Sections 3.17 and 3.18 of the AIA Document A201–2017, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term “related party” shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager’s personnel stationed at the Construction Manager’s principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager’s principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager’s capital expenses, including interest on the Construction Manager’s capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded;
- .9 Costs for services incurred during the Preconstruction Phase;
- .10 Any fines, penalties, sanctions, levied against Construction Manager or Owner due to Construction Manager’s (or any Subcontractor’s and their subcontractors’) violation of any federal, state, or local laws, regulation or ordinances. If Owner pays such amounts, in addition to any other legal or equitable remedy, Owner is entitled to a set-off in that amount against monies otherwise owed Construction Manager; and
- .11 Any liquidated damages provided for under this Agreement. Owner is entitled to set-off the amount of liquidated damages from monies otherwise owed Construction Manager.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager, subject to Oregon law and Exhibits C and D. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 If the Owner and Construction Manager have executed the GMP Amendment and if a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

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

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

« N/A »

§ 11.1.3 Provided that an accurate Application for Payment is received by the Architect not later than the « fifth (5th) » day of a month following the applicable payment period and the Architect certifies the application for payment and the Owner's Representative recommends payment, the Owner shall make payment of the amount certified to the Construction Manager not later than the « fifth (5th) » day of the « next » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « thirty » (« 30 ») days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls showing hours worked, petty cash accounts, receipted invoices or invoices with check vouchers attached, certified statements on forms provided by BOLI that laborers have been paid prevailing wages, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.
(Owner and Construction Manager may modify these requirements in the Guaranteed Maximum Price Amendment.)

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect or Owner may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

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

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

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

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

« Five percent (5%) »

§ 11.1.8.1.1 The following items are not subject to retainage:

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

« In the Guaranteed Maximum Price Amendment, the parties may agree to exclude certain items from the retainage requirements or agree to vary the terms and conditions of retainage for certain items. »

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

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

« See Section 11.1.8.1.1 »

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment. Owner may in its discretion release retainage after Substantial Completion, unless it is otherwise required to release it or prohibited from releasing it pursuant to Oregon Law.

§ 11.1.9 [INTENTIONALLY OMITTED]

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts accordingly.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 the Construction Manager receives fully executed releases and waivers from all Subcontractors, in a form acceptable to Owner, that demonstrate the Subcontractor(s) have no claims against Construction Manager or Owner, including any claims regarding payment; and
- .4 the Construction Manager submits a certified Acknowledgement and Release form that includes:
 - i. A statement acknowledging the amount of all sums previously paid to the Construction Manager by Owner and the amount that Owner owes as final payment;
 - ii. A release of all Claims against the Owner, except for the amount of final payment. If, however, Construction Manager has submitted a Claim to Owner, the Construction Manager may certify that a Claim has been submitted in conformance with the Contract Documents and not yet resolved. If a Claim is identified, no waiver of the Claim(s) stated in the form will be deemed to have been waived. Any Claim(s) not identified on the form will be deemed to have been waived; and
 - iii. A statement certifying that all amounts due for labor, Materials, and other obligations due to the Construction Manager's own workers, its Subcontractors, and its suppliers have been fully paid in accordance with Oregon Law, Chapter 279C, except for amounts that are either due upon final payment or may be due under a Claim that was properly submitted and reserved under Section 11.2.1.4.ii; or, if there are outstanding claims against the Construction Manager from any person, that such claims are payable by Construction Manager's performance or payment bond, insurance carrier, or the Construction Manager itself.
- .5 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner may conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« N/A »

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated in ORS 279C.570.

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

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

« N/a »

« »

« »

« »

§ 12.2 Binding Dispute Resolution

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

(Check the appropriate box.)

☐ Arbitration pursuant to Article 15 of AIA Document A201–2017

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

« »

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction in Clackamas County, Oregon.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 At any time prior to the Owner accepting the Guarantee Maximum Price proposal and/or the Owner executing a Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement at its convenience and without cause upon not less than seven days' written notice to the Construction Manager.

§ 13.1.2 If Owner terminates this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services performed and any Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's

compensation under this Section exceed the compensation set forth in Section 5.1. Such compensation will not include any consequential damages, including lost profits or loss of anticipated profits.

§ 13.1.3 [INTENTIONALLY OMITTED].

§ 13.1.4 [INTENTIONALLY OMITTED].

§ 13.1.5 If the Owner terminates the Contract after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be the exclusive payment for the early Work in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 If the Owner elects to take legal assignment of some or all of the subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of some or all of the subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the applicable subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

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

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee in accordance with Article 14 of A201–2017.

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term “profit” shall be understood to mean the Construction Manager’s Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

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

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole or in part without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than « two million dollars » (\$ « \$2,000,000 ») for each occurrence and « four million dollars » (\$ « 4,000,000 ») in the aggregate for bodily injury, personal and advertising injury, and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than « two million dollars » (\$ « 2,000,000 ») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers’ Compensation at statutory limits and Employers Liability with policy limits not less than « one million dollars » (\$ « 1,000,000 ») each accident and not less than « one million dollars » (\$ « 1,000,000 ») policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than « two million dollars » (\$ « 2,000,000 ») per claim and « two million dollars » (\$ « 2,000,000 ») in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
----------	--------

§ 14.3.1.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

<< >>

§ 14.5 Other provisions:

<< >>

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- 1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as amended
- 2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- 3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds
- 4 AIA Document A133™-2019, Exhibit C, Subcontractor Relations
- 5 AIA Document A133™-2019, Exhibit D, Oregon Statutorily Required Contracting Provisions.6 AIA Document A201™-2017, General Conditions of the Contract for Construction
- 7 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

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

<< >>

.6 Other Exhibits:
(Check all boxes that apply.)

[☐] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

☐ ☐

[☐] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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

« Owner’s Request for Proposal and all addenda to the RFP, if any,
Construction Manager’s Proposal, dated April 24, 2025 »

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

OWNER (Signature)

« »« »

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Todd Predmore - Sr Vice President / Account Manager
(Printed name and title)

DRAFT AIA® Document A133™ – 2019

Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the « » day of « » in the year « », is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the « » day of « » in the year « » (the “Agreement”)
(In words, indicate day, month, and year.)

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

« »
« »

THE OWNER:
(Name, legal status, and address)

« »« »
« »

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

« »« »
« »

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER’S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed « » (\$ « »), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories,

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

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

<< >>

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ A.1.1.6 Unit prices, if any:

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

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

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

[☐] The date of execution of this Amendment.

[☐] Established as follows:

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

<< >>

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

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

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

[☐] Not later than <> (<>) calendar days from the date of commencement of the Work.

[☐] By the following date: <>

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

<< >>

Section	Title	Date	Pages

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

<< >>

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:

(Identify each assumption and clarification.)

<< >>

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

<< >>

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

<< >>

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

OWNER (Signature)

<< >><< >>

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

<< >><< >>

(Printed name and title)

DRAFT AIA® Document A133™ – 2019

Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the « TBA » day of « TBA » in the year « TBA »
(In words, indicate day, month and year.)

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

« The City of West Linn Operations Complex »
« Salamo RD & Greene ST, West Linn OR »

THE OWNER:

(Name, legal status, and address)

« City of West Linn, Oregon » « »
« 22500 Salamo Road, West Linn OR, 97068 »

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

« « Skanska USA Building Inc » « »
« 1010 NW Flanders ST., STE 500, Portland OR, 97209 »
« License: CCB #153980 »

TABLE OF ARTICLES

- B.1 GENERAL
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- B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS
- B.4 SPECIAL TERMS AND CONDITIONS

ARTICLE B.1 GENERAL

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

ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

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

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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

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§ B.2.2 Liability Insurance

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

§ B.2.3 Required Property Insurance

§ B.2.3.1 Unless this obligation is placed on the Construction Manager in a GMP Amendment, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. Prior to executing a GMP Amendment, the parties may consider whether the Construction Manager should purchase and maintain the insurance required under this section, if doing so would result in a lower cost. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum in an early work or GMP Amendment, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

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

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

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

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

§ B.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall be subject to approval by the insurer if such approval is required under the policy. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ B.2.3.3 Insurance for Existing Structures

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

§ B.2.4 Optional Extended Property Insurance.

[INTENTIONALLY OMITTED]

§ B.2.5 Other Optional Insurance.

[INTENTIONALLY OMITTED].

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

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

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

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

Commented [J51]: Language removed and agreed upon by WL and Skanska

§ B.3.2 Construction Manager's Required Insurance Coverage

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

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

« Owner's may include coverage extension requirements for professional liability or other insurance products that are not based on an occurrence within the policy period (for example, requiring a 2 year tail on a claims made professional policy). »

§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than « two million dollars » (\$ « 2,000,000 ») each occurrence, « four million dollars » (\$ « 4,000,000 ») general aggregate, and « four million dollars » (\$ « 4,000,000 ») aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

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

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

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than « two million dollars » (\$ « 2,000,000 ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

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

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than « one million dollars » (\$ « 1,000,000 ») each accident, « one million dollars » (\$ « 1,000,000 ») each employee, and « two million dollars » (\$ « 2,000,000 ») policy limit.

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

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate. **N/A**

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than « five million » (\$ « 5,000,000 ») per claim and « ten million » (\$ « 10,000,000 ») in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate. **N/A**

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

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

§ B.3.3 Construction Manager's Other Insurance Coverage

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

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

« »

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

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

- [« »] § B.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
- (Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

« »

- [« »] § B.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for Work within fifty (50) feet of railroad property.
- [« »] § B.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- [«X»] § B.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- [« »] § B.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.
- [« »] § B.3.3.2.6 Other Insurance
- (List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)*

Coverage**Limits****§ B.3.4 Performance Bond and Payment Bond**

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type

Payment Bond

Performance Bond

BOLI Public Works Bond

Penal Sum (\$0.00)100% of Contract Sum in early works and
GMP Amendment100% of Contract Sum in early works and
GMP Amendment

Statutory Amount (ORS 279C.836)

Payment and Performance Bonds shall be executed in a form provided by the Owner, which forms Owner will make available upon request. .

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

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

« [If any] »

Exhibit C – Subcontractor Relations

SUBCONTRACTS AND OTHER CONTRACTS

a. General Subcontracting Requirements.

- 1) Notwithstanding any contrary provisions in the Contract Documents, these Exhibit C provisions govern CM/GC's relationships with Subcontractors and its award of Subcontracts.
- 2) Other than Work performed pursuant to paragraphs d) or e) below, CM/GC shall subcontract the Work to Subcontractors other than the CM/GC and its Affiliates. If CM/GC elects to bid on any Work, CM/GC shall inform Owner in writing of its intention to do so 30 days prior to the bid package release date for bidding for that Work.

b. CM/GC's Obligations under Subcontracts.

- 1) No use of a Subcontractor or supplier shall relieve the CM/GC of any of its obligations or liabilities under the Contract. Except as may expressly otherwise be provided in the Contract, the CM/GC shall be fully responsible and liable for the acts or omissions of all Subcontractors and suppliers including persons directly or indirectly employed by them. The CM/GC shall have sole responsibility for managing and coordinating the operations of its Subcontractors and suppliers, including the settlement of disputes with or between the CM/GC and any such Subcontractor or supplier.
- 2) The CM/GC shall include in each subcontract, and require each Subcontractor to include in any lower tier subcontract, all provisions necessary to bind each Subcontractor, sub-subcontractor, and supplier to the terms and conditions of the Contract Documents, including the A201-2017 General Conditions , as amended, (herein "General Conditions"). CM/GC shall indemnify Owner for any additional cost based on a Subcontractor claim which results from the failure of CM/GC to incorporate the provisions of this Agreement in each subcontract. The CM/GC shall provide all necessary Plans, Specifications, regulatory requirements and project instructions to its suppliers and Subcontractors to enable them to properly perform their portions of the Work.
- 3) **Retainage from Subcontractors.** Except with the Owner's prior approval and as allowed under Oregon law, payments to Subcontractors shall be subject to retainage of no more than 5%. The Owner shall review and approve payments and retainage for Subcontractors.

c. Subcontractor Selection.

- 1) All Subcontractors performing Work must be, as legally required or appropriate for the Work they are performing, registered or licensed by one of the following before such Subcontractors commence Work and for the duration of the subcontract:
 - i. The Construction Contractors' Board in accordance with ORS 701.035 to 701.138;

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

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

- 6) The following minimum requirements apply to the Subcontract solicitation process:
- i. Solicitations shall be advertised at least ten (10) business days prior to opening in the Daily Journal of Commerce. CM/GC also agrees to advertise in a local community newspaper in the area in which the Project is located, in order to allow for local participation in the solicitation process.
 - ii. Unless specific other prior arrangement has been made with Owner, all bids will be written, and submitted to a specific location at a specific time. CM/GC shall time/date-stamp all bids as received. Subcontractors must be qualified to perform the Work for this Project by being appropriately registered with the State of Oregon Construction Contractors Board.
 - iii. If fewer than three (3) bids are submitted in response to any solicitation (inclusive of any bid submitted by CM/GC), prior written approval by Owner shall be required to accept a bid for the specific scope of work.
 - iv. CM/GC may develop and implement a prequalification process in accordance with Oregon Revised Statutes for competitive bidding for particular solicitations, followed by selection of successful bids among those bidders that CM/GC determines meet the prequalification standards, with Owner's prior written approval of such prequalification process.
 - v. The CM/GC shall comply, and require Subcontractor compliance, with the State of Oregon Bureau of Labor & Industries prevailing wage rate requirements.
 - vi. Owner may at its sole discretion require CM/GC to re-solicit for bids based on the same or modified documents.
 - vii. CM/GC and the Owner, at its' discretion, shall review all bids and shall work with bidders to clarify bids, reduce exclusions, verify scope and quantities, and seek to minimize Work subsequently awarded via the Change Order process.
 - viii. The CM/GC shall document any and all discussions, questions and answers, modifications and responses to from any bidder and ensure that the same are distributed to all bidders, and Owner shall be provided documentation on request.
 - ix. CM/GC shall determine the lowest responsive and responsible bid for each solicitation that meets CM/GC's reasonable performance standards for the components of the Work at issue; provided that if CM/GC determines it is unable to execute a suitable subcontract with such bidder, CM/GC may, with Owner's prior approval, execute a

subcontract with the second-lowest Subcontractor bidder pursuant to paragraph c.9) below.

- 7) Under special circumstances and only with prior written authorization by Owner, Work may be subcontracted on other than a low price basis, including without limitation, through competitive negotiation. As a condition to its authorization, Owner may require CM/GC's agreement to establish and implement qualification and performance criteria for bidders, including a scoring system within requests for proposals. Examples include: where there are single fabricators of materials; systems that integrate with Owners existing systems, special packaging requirements for Subcontractor Work; design-build work or, where an alternative contracting method can be demonstrated to clearly benefit Owner. Such alternative procurements may, at the sole determination of the Owner, be subject to the Owner's procurement policies.
- 8) When the Subcontractor selection process for a particular Work package will not be "competitive" as provided for in paragraph c.5), the process must meet the following requirements:
 - i. The CM/GC must prepare and submit a written justification to the Owner explaining the project circumstances that support a non-competitive Subcontractor selection process for a particular Work package, including, but not limited to, emergency circumstances, the CM/GC's need to utilize a key Subcontractor member of the CM/GC's project team consistent with the CM/GC's project proposal, the need to meet other specified Contract requirements, the continuation or expansion of an existing Subcontractor agreement that was awarded through a "competitive process" along with facts supporting the continuation or expansion of the Subcontractor agreement, or a "sole source" justification.
 - ii. For a "sole source" selection of a subcontractor to proceed, the Contracting Agency must evaluate the written justification provided by the CM/GC and must find that critical project efficiencies require utilization of labor, services or materials from one subcontractor; that technical compatibility issues on the project require labor, services or materials from one subcontractor; that particular labor, services or materials are needed as part of an experimental or pilot project or as part of an experimental or pilot aspect of the project; or that other project circumstances exist to support the conclusion that the labor, services or materials are available from only one subcontractor;
 - iii. If required by the Owner, the CM/GC must provide an independent cost estimate for the Work package that will be subject to the non-competitive process.
 - iv. The CM/GC must fully respond to all Owner questions or comments pertaining to a proposed or completed non-competitive selection process or associated Work package.

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

d. CM/GC Field Work.

- 1) The CM/GC or its Affiliate(s) may provide general conditions Work ("GC Work") required to complete the Project with its own forces, without the necessity of subcontracting such Work.

- 2) Except as provided in paragraph 11..d.1), any other portion of the Work proposed to be performed by CM/GC or any Affiliate, including without limitation provision of any materials, equipment, or supplies, shall be subject to the provisions of paragraph 11..e.

e. Subcontracting by CM/GC.

- 1) Except to the extent otherwise approved in advance in writing by Owner's Authorized Representative, the CM/GC or its Affiliates may submit a bid in accordance with paragraph c) to do Work with its own forces, provided at least 80% of the labor by such work unit is performed by employees of the CM/GC or such Affiliate. If CM/GC is selected to perform the Work as the lowest responsible bidder and as approved by Owner and Architect, the compensation for all defined work shall be the lump sum bid amount, unless changes to the scope are made, in which case markups applicable to Change Order Work shall apply. The CM/GC shall clearly identify any Work for which it was the winning bidder in the supporting documentation and invoicing for payments so it can be easily determined that the Work was provided within CM/GC's bid price.
 - 2) For those items for which the CM/GC or any of its Affiliates intends to submit a bid, such intent must be publicly announced with the solicitation for bidders required by paragraph c), and Owner must be notified in writing 30 days in advance of release of bid package. All bids for this Work, including the CM/GC, shall be delivered to Owner and publicly opened by Owner at an announced time, date, and place. An appointed Owner representative will provide objective, independent review and opening of bids or proposals for the elements of Work on which CM/GC bids.
 - 3) CM/GC or an Affiliate of the CM/GC may only perform elements of the construction Work without competition from subcontractors when:
 - i. The work is job-site GC Work, or
 - ii. The CM/GC proposed to self-perform certain elements of the Work in response to the Owner's CM/GC RFP and the Owner accepted these portions of the proposal in its contract negotiations with the CM/GC, or
 - iii. The CM/GC provides the Owner a detailed written proposal to self-perform the work, showing that such self-performance is cost effective, the Owner accepts the written proposal and the proposal is supported by at least one independent cost estimate prior to Work being included in the Contract. The Owner will review the documentation and complete an approval process required by their procurement rules.
- f. Change of Subcontractors.** Once a subcontract has been accepted by the Owner and executed by the CM/GC and Subcontractor, CM/GC shall not terminate or substitute the Subcontractor without prior written approval of the Owner, which shall not be unreasonably

denied. In the event a change to the subcontract assignment is made, CM/GC shall initiate a new bid package consistent with this Agreement to procure a new Subcontractor.

g. Definitions. For the purposes of this Exhibit and the Contract Documents, the following definitions apply:

1) General Conditions Work. General Conditions Work ("GC Work") shall mean:

- i. that portion of the Work required to support construction operations that is not included within overhead or general expense but is called out as GC Work in the RFP matrix or agreed to in writing between Owner and CM/GC, and
- ii. any other specific categories of Work approved in writing by the Owner as forming a part of the GC Work. GC Work shall mean customary layout, clean up, supervision, and portions of the Work of a minor nature and not feasibly part of the subcontracted Work due to: exclusions by the Subcontractor not resolved through the process described in paragraph c), undeveloped design owing to deviations in Work performed or materials delivered by Subcontractors or suppliers that do not represent defective or nonconforming Work, a breach or failure to perform by the Subcontractor or supplier, complexity of coordination of the Work, and other similar reasons typically providing cause for "pick-up" or GC Work under industry standards; provided, however, that:

(a) the CM/GC has reasonably determined that doing such portion of the Work itself is in the best interests of Owner, including cost comparison or schedule advantages;

(b) such Work is identified as GC Work in monthly billings; and

(c) CM/GC receives prior approval of the Owner as to the scope of such GC Work.

2) CM/GC has the same meaning as the term Construction Manager in the A133-2009 Agreement.

3) Affiliate. Affiliate shall mean any subsidiary of CM/GC and any other entity in which CM/GC has a financial interest or which has a financial interest in CM/GC (including without limitation parent companies, related businesses under the same holding company, or any other business controlled by, under common control with, or which controls CM/GC).

Exhibit C – Subcontractor Relations

SUBCONTRACTS AND OTHER CONTRACTS

a. General Subcontracting Requirements.

- 1) Notwithstanding any contrary provisions in the Contract Documents, these Exhibit C provisions govern CM/GC's relationships with Subcontractors and its award of Subcontracts.
- 2) Other than Work performed pursuant to paragraphs d) or e) below, CM/GC shall subcontract the Work to Subcontractors other than the CM/GC and its Affiliates. If CM/GC elects to bid on any Work, CM/GC shall inform Owner in writing of its intention to do so 30 days prior to the bid package release date for bidding for that Work.

b. CM/GC's Obligations under Subcontracts.

- 1) No use of a Subcontractor or supplier shall relieve the CM/GC of any of its obligations or liabilities under the Contract. Except as may expressly otherwise be provided in the Contract, the CM/GC shall be fully responsible and liable for the acts or omissions of all Subcontractors and suppliers including persons directly or indirectly employed by them. The CM/GC shall have sole responsibility for managing and coordinating the operations of its Subcontractors and suppliers, including the settlement of disputes with or between the CM/GC and any such Subcontractor or supplier.
- 2) The CM/GC shall include in each subcontract, and require each Subcontractor to include in any lower tier subcontract, all provisions necessary to bind each Subcontractor, sub-subcontractor, and supplier to the terms and conditions of the Contract Documents, including the A201-2017 General Conditions , as amended, (herein "General Conditions"). CM/GC shall indemnify Owner for any additional cost based on a Subcontractor claim which results from the failure of CM/GC to incorporate the provisions of this Agreement in each subcontract. The CM/GC shall provide all necessary Plans, Specifications, regulatory requirements and project instructions to its suppliers and Subcontractors to enable them to properly perform their portions of the Work.
- 3) **Retainage from Subcontractors.** Except with the Owner's prior approval and as allowed under Oregon law, payments to Subcontractors shall be subject to retainage of no more than 5%. The Owner shall review and approve payments and retainage for Subcontractors.

c. Subcontractor Selection.

- 1) All Subcontractors performing Work must be, as legally required or appropriate for the Work they are performing, registered or licensed by one of the following before such Subcontractors commence Work and for the duration of the subcontract:
 - i. The Construction Contractors' Board in accordance with ORS 701.035 to 701.138;

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

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

- 6) The following minimum requirements apply to the Subcontract solicitation process:
- i. Solicitations shall be advertised at least ten (10) business days prior to opening in the Daily Journal of Commerce. CM/GC also agrees to advertise in a local community newspaper in the area in which the Project is located, in order to allow for local participation in the solicitation process.
 - ii. Unless specific other prior arrangement has been made with Owner, all bids will be written, and submitted to a specific location at a specific time. CM/GC shall time/date-stamp all bids as received. Subcontractors must be qualified to perform the Work for this Project by being appropriately registered with the State of Oregon Construction Contractors Board.
 - iii. If fewer than three (3) bids are submitted in response to any solicitation (inclusive of any bid submitted by CM/GC), prior written approval by Owner shall be required to accept a bid for the specific scope of work.
 - iv. CM/GC may develop and implement a prequalification process in accordance with Oregon Revised Statutes for competitive bidding for particular solicitations, followed by selection of successful bids among those bidders that CM/GC determines meet the prequalification standards, with Owner's prior written approval of such prequalification process.
 - v. The CM/GC shall comply, and require Subcontractor compliance, with the State of Oregon Bureau of Labor & Industries prevailing wage rate requirements.
 - vi. Owner may at its sole discretion require CM/GC to re-solicit for bids based on the same or modified documents.
 - vii. CM/GC and the Owner, at its' discretion, shall review all bids and shall work with bidders to clarify bids, reduce exclusions, verify scope and quantities, and seek to minimize Work subsequently awarded via the Change Order process.
 - viii. The CM/GC shall document any and all discussions, questions and answers, modifications and responses to from any bidder and ensure that the same are distributed to all bidders, and Owner shall be provided documentation on request.
 - ix. CM/GC shall determine the lowest responsive and responsible bid for each solicitation that meets CM/GC's reasonable performance standards for the components of the Work at issue; provided that if CM/GC determines it is unable to execute a suitable subcontract with such bidder, CM/GC may, with Owner's prior approval, execute a

subcontract with the second-lowest Subcontractor bidder pursuant to paragraph c.9) below.

- 7) Under special circumstances and only with prior written authorization by Owner, Work may be subcontracted on other than a low price basis, including without limitation, through competitive negotiation. As a condition to its authorization, Owner may require CM/GC's agreement to establish and implement qualification and performance criteria for bidders, including a scoring system within requests for proposals. Examples include: where there are single fabricators of materials; systems that integrate with Owners existing systems, special packaging requirements for Subcontractor Work; design-build work or, where an alternative contracting method can be demonstrated to clearly benefit Owner. Such alternative procurements may, at the sole determination of the Owner, be subject to the Owner's procurement policies.
- 8) When the Subcontractor selection process for a particular Work package will not be "competitive" as provided for in paragraph c.5), the process must meet the following requirements:
 - i. The CM/GC must prepare and submit a written justification to the Owner explaining the project circumstances that support a non-competitive Subcontractor selection process for a particular Work package, including, but not limited to, emergency circumstances, the CM/GC's need to utilize a key Subcontractor member of the CM/GC's project team consistent with the CM/GC's project proposal, the need to meet other specified Contract requirements, the continuation or expansion of an existing Subcontractor agreement that was awarded through a "competitive process" along with facts supporting the continuation or expansion of the Subcontractor agreement, or a "sole source" justification.
 - ii. For a "sole source" selection of a subcontractor to proceed, the Contracting Agency must evaluate the written justification provided by the CM/GC and must find that critical project efficiencies require utilization of labor, services or materials from one subcontractor; that technical compatibility issues on the project require labor, services or materials from one subcontractor; that particular labor, services or materials are needed as part of an experimental or pilot project or as part of an experimental or pilot aspect of the project; or that other project circumstances exist to support the conclusion that the labor, services or materials are available from only one subcontractor;
 - iii. If required by the Owner, the CM/GC must provide an independent cost estimate for the Work package that will be subject to the non-competitive process.
 - iv. The CM/GC must fully respond to all Owner questions or comments pertaining to a proposed or completed non-competitive selection process or associated Work package.

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

d. CM/GC Field Work.

- 1) The CM/GC or its Affiliate(s) may provide general conditions Work ("GC Work") required to complete the Project with its own forces, without the necessity of subcontracting such Work.

- 2) Except as provided in paragraph 11..d.1), any other portion of the Work proposed to be performed by CM/GC or any Affiliate, including without limitation provision of any materials, equipment, or supplies, shall be subject to the provisions of paragraph 11..e.

e. Subcontracting by CM/GC.

- 1) Except to the extent otherwise approved in advance in writing by Owner's Authorized Representative, the CM/GC or its Affiliates may submit a bid in accordance with paragraph c) to do Work with its own forces, provided at least 80% of the labor by such work unit is performed by employees of the CM/GC or such Affiliate. If CM/GC is selected to perform the Work as the lowest responsible bidder and as approved by Owner and Architect, the compensation for all defined work shall be the lump sum bid amount, unless changes to the scope are made, in which case markups applicable to Change Order Work shall apply. The CM/GC shall clearly identify any Work for which it was the winning bidder in the supporting documentation and invoicing for payments so it can be easily determined that the Work was provided within CM/GC's bid price.
 - 2) For those items for which the CM/GC or any of its Affiliates intends to submit a bid, such intent must be publicly announced with the solicitation for bidders required by paragraph c), and Owner must be notified in writing 30 days in advance of release of bid package. All bids for this Work, including the CM/GC, shall be delivered to Owner and publicly opened by Owner at an announced time, date, and place. An appointed Owner representative will provide objective, independent review and opening of bids or proposals for the elements of Work on which CM/GC bids.
 - 3) CM/GC or an Affiliate of the CM/GC may only perform elements of the construction Work without competition from subcontractors when:
 - i. The work is job-site GC Work, or
 - ii. The CM/GC proposed to self-perform certain elements of the Work in response to the Owner's CM/GC RFP and the Owner accepted these portions of the proposal in its contract negotiations with the CM/GC, or
 - iii. The CM/GC provides the Owner a detailed written proposal to self-perform the work, showing that such self-performance is cost effective, the Owner accepts the written proposal and the proposal is supported by at least one independent cost estimate prior to Work being included in the Contract. The Owner will review the documentation and complete an approval process required by their procurement rules.
- f. Change of Subcontractors.** Once a subcontract has been accepted by the Owner and executed by the CM/GC and Subcontractor, CM/GC shall not terminate or substitute the Subcontractor without prior written approval of the Owner, which shall not be unreasonably

denied. In the event a change to the subcontract assignment is made, CM/GC shall initiate a new bid package consistent with this Agreement to procure a new Subcontractor.

g. Definitions. For the purposes of this Exhibit and the Contract Documents, the following definitions apply:

1) General Conditions Work. General Conditions Work ("GC Work") shall mean:

- i. that portion of the Work required to support construction operations that is not included within overhead or general expense but is called out as GC Work in the RFP matrix or agreed to in writing between Owner and CM/GC, and
- ii. any other specific categories of Work approved in writing by the Owner as forming a part of the GC Work. GC Work shall mean customary layout, clean up, supervision, and portions of the Work of a minor nature and not feasibly part of the subcontracted Work due to: exclusions by the Subcontractor not resolved through the process described in paragraph c), undeveloped design owing to deviations in Work performed or materials delivered by Subcontractors or suppliers that do not represent defective or nonconforming Work, a breach or failure to perform by the Subcontractor or supplier, complexity of coordination of the Work, and other similar reasons typically providing cause for "pick-up" or GC Work under industry standards; provided, however, that:

(a) the CM/GC has reasonably determined that doing such portion of the Work itself is in the best interests of Owner, including cost comparison or schedule advantages;

(b) such Work is identified as GC Work in monthly billings; and

(c) CM/GC receives prior approval of the Owner as to the scope of such GC Work.

2) CM/GC has the same meaning as the term Construction Manager in the A133-2009 Agreement.

3) Affiliate. Affiliate shall mean any subsidiary of CM/GC and any other entity in which CM/GC has a financial interest or which has a financial interest in CM/GC (including without limitation parent companies, related businesses under the same holding company, or any other business controlled by, under common control with, or which controls CM/GC).

Agenda Bill 2025-06-16-04

Date: June 16, 2025

To: Rory Bialostosky, Mayor
Members, West Linn City Council

Through: John Williams, City Manager *JRW*

From: Dylan Digby, Assistant to the City Manager DD

Subject: Sustainability Consultant Work

Purpose:

To provide a summary of the work done by our sustainability consultant Parametrix.

Question(s) for Council:

Does the Council have any feedback regarding our sustainability efforts?

Background & Discussion:

Council gave direction and a budget to hire a sustainability consultant to help further the work of the City and Sustainability Advisory Board (SAB) on our sustainability goals. Working with the SAB we selected Parametrix (previously the Good Company). City staff and the SAB have been working together with Parametrix over several months to focus on the highest impact sustainability actions the City can take given our staffing and budgetary limitations.

Parametrix held meetings with the SAB, staff, and reviewed all relevant sustainability documents, including the Sustainable West Linn Strategic Plan, and came up with a focused “Recommended Sustainability and Climate Action Strategies and Implementation Plan” technical memo (attached). Parametrix primarily used greenhouse gas mitigation strategies to help focus on the highest impact priorities for the City. As funding remains a large issue, Parametrix also provided a related technical memo on funding strategies we could use to assist in moving projects forward (attached). Our consultant also provided a draft “Green Fleet Purchasing Policy” which has been provided to Public Works for further refinement (attached).

We have made significant progress on many of the strategies provided in the Implementation Plan and continue to work towards many of the others, including sustainability features in the new Operations Building, LED lighting upgrades, EV charging stations, and alternative fuel/electric vehicle policies.

Parametrix staff will be present to discuss in further detail the work they have done to date as well as what they are currently working towards at the end of their contract time with us.

Council Options:

As this is a Council 2025-2027 Priority, Council thoughts on the City’s sustainability efforts would be valued.

Staff Recommendation:

Council direction to focus limited staff time and budgetary resources on the strategies found within the “Recommended Sustainability and Climate Action Strategies and Implementation Plan.”

Attachments:

1. Recommended Sustainability and Climate Action Strategies and Implementation Plan
2. Green Fleet Purchasing Policy
3. Sustainability Funding Strategies Memo

DATE: January 8, 2025
TO: Dylan Digby, City of West Linn
FROM: Grace Thirkill & Tracy Lunsford, Parametrix
SUBJECT: Recommended Sustainability and Climate Action Strategies and Implementation Plan

Introduction

This memo includes eight recommended sustainability and climate action strategies for the City of West Linn to consider. It also includes implementation considerations including roles, timeline, potential funding and financing opportunities, peer examples, and next steps for each of the recommended strategies. In total, 71 existing strategies were reviewed from the Sustainable West Linn Strategic Plan (2021), the West Linn Sustainability Advisory Board (SAB) 2024 workplan and priority list, and strategies mentioned during the initial project meeting. Our team recommended two additional strategies that were not already represented that we believe are good opportunities for West Linn.

Our recommendations focus primarily on greenhouse gas (GHG) mitigation strategies, which are strategies aimed at reducing or removing GHG emissions to slow climate change. We further reviewed and prioritized strategies based on cost and staff capacity needed for implementation, greenhouse gas emission reduction potential, and resilience co-benefits, which are benefits to help the community (including people, infrastructure, and natural systems) to withstand and recover from current and future impacts of climate change. Additional criteria considered for prioritization include alignment with West Linn Council goals and the Sustainable West Linn Strategic Plan.

Prioritized Sustainability and Climate Action Strategies

Of the strategies reviewed, we recommend five strategies that are specific to City of West Linn operations and three strategies that would have community-wide impacts. These eight strategies are listed in order of priority below.

While the city has greater control over its own operations and the operations strategies present an opportunity to lead by example, GHG emissions from City operations tend to be a small portion of community-wide emissions. Reducing community-wide emissions is important, but the city doesn't have direct control over these emission sources or mitigation opportunities and community-wide strategies often require additional policymaking, partnerships, and resources to implement.

Recommended City Operations Strategies

1. Develop a policy regarding the purchase of alternative fuel, electric, and/or hybrid vehicles including a cost/benefit analysis for future purchases.
2. Consider sustainable building features and equipment in the design and construction of the new public works and parks operations building.
3. Complete LED lighting upgrades in all city facilities.



4. Seek additional funding and prioritize opportunities for public building HVAC upgrades or solar installations.
5. Evaluate opportunities to establish ongoing sustainability funding without diminishing the city's ability to deliver essential services.

Recommended Community-Wide Strategies

1. Work with local businesses and developers to encourage them to install EV charging stations.
2. Increase opportunities for community members and businesses to reduce waste by sharing and repurposing unwanted goods.
3. Create and distribute a directory with repair services in West Linn.

Implementation Planning

This section describes the following for each prioritized strategy:

Implementation Details: the practical scope and focus of each strategy, including specific actions and considerations for successful implementation.

Roles:

- *Implement* – Taking the lead and having direct control, with the necessary resources to make progress and accomplish the action or strategy.
- *Convene* – Bringing together partners to collaborate and facilitate progress to accomplish the action or strategy.
- *Support/Advocate* – Providing support and advocacy to help accomplish the action or strategy, without having direct control over its completion.
- *Educate* - Informing and empowering the community on actions individuals or organizations can take to promote sustainability and help accomplish the action or strategy.

Timeline: provides a high-level outline of recommended phases for implementing each strategy.

Potential Funding and Financing Opportunities: identifies diverse sources of potential financial support for each strategy including federal, state, utility, and local programs, highlighting specific grants, rebates, incentives, and creative financing mechanisms as examples.

Peer Examples: illustrates relevant initiatives from other communities that have implemented similar strategies to provide practical insights, proven approaches, and inspiration for replicating best practices.

Next Steps: provides clear, actionable recommendations to guide the implementation of each strategy including immediate actions, priority tasks, and milestones.

City Operations Strategies

1. Develop a policy regarding the purchase of alternative fuel, electric, and/or hybrid vehicles including a cost/benefit analysis for future purchases.

Implementation Details

This policy involves developing a policy to guide the procurement of alternative fuel, electric, and hybrid vehicles for the city's fleet. This policy will prioritize sustainability, total cost of ownership cost-effectiveness, and operational reliability and will contain clear targets for switching to alternative fuel, electric and/or hybrid vehicles.

Roles

- *Implement:* The city will lead the development of the policy including cost/benefit analysis, feasible procurement targets, and implementation of the policy into existing procurement processes.
- *Support/Advocate:* The SAB will advocate for the adoption of the policy, highlighting its benefits to city leadership and stakeholders.
- *Educate:* The city and SAB will educate staff about the benefits of alternative fuel, electric, and hybrid vehicles.

Timeline

This policy could be drafted and adopted over the following year with a longer timeframe for implementation targets (e.g., 20% fleet conversion by 2030 or 100% by 2050).

Potential Funding and Financing Opportunities

- Local funding
 - Existing operations/fleet replacement budget.
 - Special funding mechanisms such as green bonds.
- Public-private partnerships
 - Opportunities such as leasing agreements, shared infrastructure, and joint funding.
- Utility incentives
 - [PGE EV Fleet Program](#): Offers incentives and support for electrifying vehicle fleets.
- State incentives:
 - [Electric Vehicle \(EV\) Rebate](#): Provides rebates for the purchase or lease of electric vehicles. <https://afdc.energy.gov/laws/12886>
 - [Community Electric Vehicle \(EV\) Charger Grant](#): Offers grants for community-based charging infrastructure.
 - [Electric Vehicle \(EV\) Charger Rebates](#): Provides rebates for installing EV charging stations.
 - [Plug-In Hybrid Electric Vehicle \(PHEV\) and Zero Emission Vehicle Rebates](#): Offers rebates for PHEVs and ZEVs.
 - [Alternative Fuel Loans](#): Provides loans for alternative fuel projects.

- Federal incentives:
 - [Diesel Emissions Reduction Act \(DERA\) Funding](#): Provides grants and rebates to reduce emissions from diesel engines.
 - [Alternative Fuels Data Center: Federal Laws and Incentives](#): Offers information on federal incentives for alternative fuel vehicles and infrastructure.

Peer Examples

- [City of Bend CAP](#): Public agencies will convert fleets to electric and alternative fuel vehicles as total cost of ownership allows.
- [City of Ashland](#): Created administrative policies to require purchase of fossil free vehicles whenever practical.
- Example policies:
 - Town of Belmont, Massachusetts: [Green Fleet Policy](#)
 - Redmond, WA: [City of Redmond green Fleet Purchasing Policy](#)
 - Clean Air Partnership: [Model Green Fleet Policy](#)
- Additional resources: [US DOE Alternative Fuels Data Center](#) offers comprehensive information on alternative fuels and advanced vehicle technologies.

Next Steps

1. Conduct a fleet assessment to evaluate the current fleet including:
 - Fuel consumption rates and/or emissions.
 - Maintenance costs.
 - Remaining vehicle life expectancies.
 - Fleet vehicle usage patterns.
 2. Draft procurement policy to transition to cleaner vehicles including targets such as the following examples:
 - Reduce fossil fuel use and/or fleet emissions by 25-30% by 2030 and/or 50-60% by 2035.
 - Cut fuel consumption by 5-7% annually through 2030 and/or 3-5% annually through 2035.
 - Increase EVs/low-emission vehicles to 30% of fleet by 2030 and/or 75% of fleet by 2035.
 3. Adopt and implement a sustainable fleet policy by 2026.
- 2. Consider sustainable building features and equipment in the design and construction of the new public works and parks operations building.**

Implementation Details

This strategy emphasizes incorporating sustainability principles and best practices into the design and construction of the new public works and parks operation building. Key considerations include energy efficiency, water conservation, materials sourcing, and waste reduction during construction and operation. Feasible targets might include achieving energy

savings through high-performance building systems such as ductless heat pumps, LED lights, low-flow fixtures, minimizing environmental impacts through sustainable material procurement, and incorporating renewable energy systems such as rooftop solar and battery storage. See additional examples in the Next Steps section below.

Roles

- *Implement:* The city will lead the effort to integrate sustainability into all phases of the projects.
- *Support/Advocate:* The SAB will advocate for incorporating sustainability targets, research and recommend specific features, and provide feedback.

Timeline

Sustainability targets and features should be integrated as early in the projects as possible to leverage existing project budgets and timelines. This strategy will integrate into the timeline for design and construction of the public works and parks operations buildings.

Potential Funding and Financing Opportunities

- Local and regional opportunities:
 - Local green building incentives or rebates.
 - Green bonds or special funding mechanisms for public infrastructure projects.
- Public-private partnerships
 - Explore partnerships with developers, design firms, or sustainability experts to co-fund innovative building solutions.
- Utility incentives:
 - PGE's [incentives](#) and [0% financing](#) for new energy-efficient equipment.
- State incentives:
 - [Energy Trust of Oregon](#): Provides incentives and technical assistance for energy efficiency and renewable energy projects.
- Federal incentives:
 - [Energy Efficiency and Conservation Block Grant \(EECBG\) Program](#): Provides grants to eligible local governments for energy efficiency, renewable energy, or transportation-related projects.

Peer Examples

- [City of Eugene](#): Incorporates green building strategies in public facility projects, including energy-efficient systems, stormwater management, and renewable energy installations.
- [City of Portland](#): Requires all new public buildings to meet LEED Gold standards or higher.
- [City of Redmond](#): Sustainability principles embedded in public works projects, with a focus on lifecycle cost savings.

Next steps

- Establish targets for the project and identify relevant certifications or guidelines (e.g., LEED).

- Select feasible sustainability measures such as:
 - Energy efficiency measures:
 - LED lighting.
 - Programmable thermostats to optimize heating and cooling.
 - Building envelope improvements such as weatherstripping to reduce energy loss.
 - Waste reduction:
 - Include recycling plan for construction and demolition waste (e.g., separate materials for recycling).
 - Salvage and reuse existing materials.
 - Water conservation:
 - Install low-flow fixtures (e.g., faucets, toilets) to reduce usage.
 - Use native and drought-tolerant plants for landscaping to reduce irrigation.
 - Renewable energy:
 - Conduct a no-cost or low-cost solar feasibility assessment through the utility or a nonprofit partner.
- Incorporate sustainability into RFP or contractor procurement processes (i.e., scoring criteria to select a design firm and/or including sustainability features designs).
- Research and apply for relevant funding or incentive programs to leverage resources for enhanced sustainability measures.

3. Complete LED lighting upgrades in all city facilities.

Implementation Details

This strategy involves replacing all existing lighting in city facilities with energy-efficient LED fixtures. This could include setting realistic targets for timelines to replace all remaining non-LED lighting. LED lighting provides reduced energy consumption, lower maintenance costs, and improved lighting quality.

Roles

- *Implement:* The city will lead the effort by replacing existing fixtures, managing contracts, and ensuring all facilities transition to LED lighting.
- *Support/Advocate:* The SAB will advocate for the implementation of this strategy by highlighting benefits and will monitor progress.
- *Educate:* The SAB and City can inform the community about the benefits of LED upgrades and encourage similar actions in residential and commercial buildings.

Timeline

Upgrades can be phased in over the next 2-5 years prioritizing high-usage areas (e.g., offices) and expanding to all remaining city facilities.

Potential Funding and Financing Opportunities

- Local and Regional Opportunities:
 - Explore municipal grants or reallocating funds from energy savings in previous efficiency projects.
- Public-private partnerships:
 - Collaborate with local contractors or [energy service companies \(ESCOs\)](#) for co-funding and implementation.
- Utility Incentives:
 - PGE's [incentives](#) and [0% financing](#) for new energy-efficient equipment.
- State Incentives:
 - [Energy Trust of Oregon](#): Provides incentives and technical assistance for energy efficiency and renewable energy projects.
- Federal Incentives:
 - [DOE Better Buildings Initiative](#): Resources and support for energy efficiency projects, including lighting.

Peer Examples

- [City of Gresham](#): Completed LED lighting upgrades in parks and other public spaces.
- [City of Salem](#): Community Energy Strategy includes actions such as retrofitting lighting systems.

Next steps

- Audit current lighting system:
 - Assess lighting types, energy consumption, and replacement costs across all city facilities.
 - Identify high-priority areas for immediate upgrades based on current replacement schedules and usage times.
- Develop LED upgrade plan:
 - Phased implementation plan with timelines and budgets.
- Secure funding:
 - Offset costs with grants, rebates, and incentives.
 - Explore finance options such as ESCOs and energy performance contracts.
- Implement upgrades:
 - Work with facilities staff or contractors to install fixtures.
- Educate the community:
 - Highlight cost savings and environmental benefits to inspire similar action in residential and commercial properties.

4. Seek additional funding and prioritize opportunities for public building HVAC upgrades and solar installations.

Implementation Details

This strategy focuses on improving energy efficiency and sustainability in existing public buildings by upgrading HVAC systems and installing solar energy systems. HVAC upgrades can reduce energy consumption, lower utility costs, and enhance indoor air quality, while solar can provide long-term renewable energy and resilience benefits.

Roles

- *Implement:* The city will take the lead in identifying funding opportunities and coordinating upgrades, including coordination between city facility and finance teams.
- *Convene:* The city will work with contractors, energy consultants, and funding agencies to facilitate project design and execution.
- *Support/Advocate:* The SAB will advocate for prioritizing HVAC and solar projects in city budgets and support grant applications to secure additional funding.
- *Educate:* The city and SAB can educate the community about the benefits of these upgrades and encourage similar actions in residential and commercial properties.

Timeline

This strategy can be implemented in stages:

1. Identify priority projects based on the city's Capital Improvement Plan.
2. Identify and secure funding opportunities within 6-12 months.
3. Conduct energy audits and feasibility studies for HVAC and solar upgrades within 1-2 years.
4. Begin installations and upgrades on high-priority facilities within 2-5 years.

Potential Funding and Financing Opportunities

- Green Bonds and Local Grants
 - Explore municipal funding mechanisms such as green bonds or local sustainability grants.
- Public-Private Partnerships
 - Collaborate with Energy Service Companies (ESCOs) for performance-based financing.
- Utility Incentives:
 - [PGE Solar Rebates and Incentives](#): Supports solar installations and energy-efficiency HVAC systems.
- State Incentives:
 - [Energy Trust of Oregon](#): Provides incentives and technical assistance for energy efficiency and renewable energy projects.
- Federal Incentives:

- [Energy Efficiency and Conservation Block Grant \(EECBG\) Program](#): Provides grants to eligible local governments for energy efficiency, renewable energy, or transportation-related projects.

Peer Examples

- [City of Ashland](#): Installed solar arrays and upgraded HVAC systems in public facilities as part of its Climate and Energy Action Plan.
- [City of Bend](#): Installed solar arrays on public facilities as part of its Strategic Energy Management Plan and Climate Action Plan.

Next steps

1. Conduct an energy audit and feasibility assessment:
 - a. Identify inefficient HVAC systems and assess solar installation potential.
 - b. Prioritize facilities with the highest energy use or outdated systems.
2. Develop a funding strategy:
 - a. Identify grants, rebates, and financing options for upgrades.
 - b. Apply for funding and explore performance-based financing with ESCOs.
3. Pilot upgrades:
 - a. Select one or two high-priority facilities to pilot upgrades. Monitor energy savings and collect data to support scaling up.

5. Evaluate opportunities to establish ongoing sustainability funding without diminishing the city's ability to deliver essential services.

Implementation Details

This strategy aims to identify and implement mechanisms for sustainable funding that support long-term environmental initiatives without impacting the city's ability to provide essential services. Strategies may include leveraging existing funding sources, creating dedicated sustainability funds, or reallocating savings from efficiency projects.

Roles

- *Implement*: The city will lead this effort by evaluating funding mechanisms, engaging stakeholders, and ensuring alignment with budgetary priorities.
- *Convene*: The city can work with financial advisors, community organizations, and regional partners to explore innovative funding models as well as convening internal staff across departments.
- *Support/Advocate*: The SAB can advocate for prioritizing sustainability funding and provide recommendations for revenue-neutral or low-impact funding approaches.

Timeline

This strategy can be phased as follows:

1. Research and initial evaluation of funding mechanisms (0-6 months).
2. Stakeholder engagement and feasibility analysis (6-12 months).

3. Pilot one or more funding mechanisms (12-18 months).

Potential Funding and Financing Opportunities

- Efficiency Savings Reinvestment:
 - Allocate a portion of cost savings from energy efficiency projects, such as LED upgrades or HVAC retrofits, into a dedicated sustainability fund.
- Green Bonds or Special Funds:
 - Issue green bonds to finance sustainability projects while generating revenue for repayment. [Green Bonds Information](#).
- Utility Incentives and Partnerships:
 - Partner with utility providers to reinvest rebates or incentives into new sustainability initiatives.
- Grant Funding:
 - Seek federal and state grants specifically aimed at sustainability programs, such as the Energy Efficiency and Conservation Block Grant (EECBG) Program.
- Public-Private Partnerships:
 - Collaborate with local businesses or nonprofits to co-fund projects and create shared value.
- Dedicated Revenue Streams:
 - Evaluate options such as sustainability fees on new developments or voluntary contributions from residents and businesses.
- Reallocation of Existing Resources:
 - Assess opportunities to reprioritize underutilized budget areas toward sustainability efforts.

Peer Examples

- [City of Hillsboro](#): Established a Sustainability Revolving Fund that collects the avoided costs from energy saving projects with an established allocation process and no expiration on funds.
- [City of Portland](#): Established a Climate Investment Plan, the Portland Clean Energy Community Benefits Fund, which invests in community-led projects to reduce emissions and increase resilience.

Next steps

1. Evaluate funding options
 - i. Research best practices for sustainable funding in peer cities.
 - ii. Identify potential funding sources and mechanisms that align with the city's financial capacity.
2. Engage Stakeholders:
 - i. Involve city leadership, community members, and external experts to assess feasibility and prioritize options.
3. Pilot a Funding Mechanism:

- i. Implement a small-scale pilot (e.g., reinvesting efficiency savings or establishing a dedicated fund) to test effectiveness and refine the approach.
4. Adjust the approach based on results and feedback.

Community-Wide Strategies

6. Work with local businesses and developers to encourage them to install EV charging stations.

Implementation Details

This strategy focuses on collaborating with local businesses and developers to increase the availability of electric vehicle (EV) charging infrastructure throughout the community. By encouraging private-sector investment in charging stations, the city can support the transition to EVs and reduce GHG emissions.

Roles

- *Convene*: The city will facilitate partnerships between businesses, developers, and potential funding sources, acting as a central point of coordination.
- *Support/Advocate*: The city and SAB will advocate for policies and incentives that encourage EV charging station installations.
- *Educate*: The city and SAB will provide resources and educational materials to businesses and developers on the benefits of EV charging infrastructure and available funding opportunities.

Timeline

- Year 1: Identify and engage key stakeholders.
- Year 2-5: Launch pilot projects in collaboration with willing businesses and developers.

Potential Funding and Financing Opportunities

- Public-Private Partnerships:
 - Collaborate with local developers to co-fund or share costs for EV charging projects.
- Utility Incentives:
 - [PGE Fleet Partner Program](#): Supports businesses with fleet and public charging stations.
- State Incentives:
 - [ODOT's Community Charging Rebates Program](#): Funding for EV charging infrastructure in communities.
 - [Energy Trust of Oregon](#): Provides incentives and technical assistance for energy efficiency and renewable energy projects.
- Federal Incentives:
 - [Alternative Fuel Infrastructure Tax Credit](#): Provides tax credits for installing EV charging stations.

- [National Electric Vehicle Infrastructure \(NEVI\) Program](#): Federal funding to expand EV charging networks.

Peer Examples

- [City of Portland](#): Allows companies to install electric vehicle (EV) chargers in the public right-of-way in commercial centers across the city.
- [City of Bend](#): Bend Development Code includes provisions that support the integration of EV charging infrastructure in new developments.

Next steps

1. Identify ideal locations for EV charging throughout the community to guide outreach to potential partners.
2. Identify interested businesses and developers and develop partnerships with regional utilities and EV equipment providers.
3. Host workshops or info sessions to provide information about incentives, technical requirements, etc.
4. Promote long-term economic and environmental advantages of EV chargers.
5. Facilitate pilot installations in collaboration with local businesses or developers.
 - i. Publicize successful installations as examples.
6. Develop supportive policies such as requirements in future building codes or development agreements.

7. Increase opportunities for community members and businesses to reduce waste by sharing and repurposing unwanted products.

Implementation Details

This strategy focuses on reducing waste and promoting sustainability by facilitating the sharing and repurposing of unwanted products among community members and businesses.

Roles

- *Convene*: The city will coordinate local organizations, businesses, and community groups to organize events and programs.
- *Support/Advocate*: The SAB will advocate for increased resources and infrastructure to support reuse and repurposing initiatives.
- *Educate*: The city and SAB will educate community members and businesses about available programs and how to participate.

Timeline

The timeline for this strategy is ongoing, with potential milestones such as:

- Coordinating events.
- Establishing a directory for sharing and repurposing opportunities.

Potential Funding and Financing Opportunities

- Local and Regional Opportunities:

- Partnerships with local waste haulers and recycling centers.
- Use revenue from waste diversion programs to fund reuse infrastructure.
- Public-Private Partnerships:
 - Collaborate with local businesses to sponsor events or provide space for reuse programs.
- State Incentives:
 - Oregon DEQ Materials Management Grants: Funding for projects that reduce waste and promote reuse.
- Federal Incentives:
 - EPA Sustainable Materials Management Grants: Funding for programs that promote material reuse and waste reduction.

Peer Examples

- [City of Eugene](#): Hosts regular reuse and repair “Fix-it Fairs” fair where community members can get items repaired at no cost.
- [City of Beaverton](#): Offers a variety of items available for check out in its Library of Things catalog.

Next steps

1. Collaborate with local organizations to host events such as swap meets, repair workshops, or reuse fairs.
2. Promote these events through local networks.
3. Develop or support a centralized platform for listing unwanted items.
4. Explore options for permanent reuse centers or drop sites for goods.

8. Create and distribute a directory with repair services in West Linn.

Implementation Details

This strategy focuses on promoting a repair-first culture by creating and distributing a comprehensive directory of local repair services, such as common household items, electronics, appliances, and more.

Roles

- *Implement*: The city and SAB will lead the effort to maintain and publish the directory on its website.
- *Educate*: The city and SAB will educate the community on the environmental and economic benefits of choosing repairs over replacements.

Timeline

This strategy can be implemented in the short term with the directory updated on a regular (e.g., annual) basis.

Potential Funding and Financing Opportunities

N/A – this strategy does not require funding other than a very small amount of staff/SAB time to produce and share the directory.

Peer Examples

- [Lane County](#): Hosts an online business directory guide for repair resources in Lane County organized by category of services and items.
- [City of Corvallis](#): Hosts an online Waste Prevention Directory including repair businesses alongside unique reuse and recycling opportunities.

Next steps

1. Identify local repair services through outreach to the community and local businesses to compile a list of repair services for goods such as electronics, furniture, clothing, appliances, and other items.
2. Gather detailed information such as business hours, services, and contact information.
3. Create a directory to publish on the city website.
4. Publish the directory and update it on a regular (e.g., annual) basis.
5. Promote the directory through city communications and at community events, repair workshops, etc.

Parametrix Next Steps

After the City of West Linn and SAB review, we intend to focus efforts on providing additional research and support on next steps for implementation and/or researching and applying for funding.

Draft City of West Linn Green Fleet Purchasing Policy

Commented [GT1]: Modeled off of the Redmond, WA policy

1. PURPOSE

The City of West Linn is committed to using electric, hybrid-electric, and alternative fuel vehicles across the city's fleet to reduce operational greenhouse gas emissions while providing high quality service to the community. The purpose of this policy is to provide guidelines for the purchase and use of the City's diverse vehicle fleet in a manner that balances fiscal responsibility and environmental stewardship by minimizing greenhouse gas emissions and considers life-cycle economics. This policy will help West Linn meet its goal of reducing greenhouse gas emissions in existing City facilities and operations by 80% by 2040.

Commented [GT2]: From Sustainability Strategic Plan

2. BACKGROUND

- a. In July of 2005, City Council created an Ad Hoc Task Force on Sustainability to develop a strategic plan recommending actions to be taken by the City, the community, and individuals to promote and achieve sustainability;
- b. In November 2006, Council adopted Resolution 06-41, adopting the West Linn Sustainability Strategic Plan;
- c. In January 2008, Council adopted Ordinance 1556, amending the West Linn Municipal Code to establish a Sustainability Advisory Board;
- d. In 2013, the Sustainability Advisory Board began updating the West Linn Sustainability Strategic Plan;
- e. In May 2015, the Sustainability Advisory Board presented to City Council the organization of the Plan, the process used, and the recommended changes to the West Linn Sustainability Strategic Plan;
- f. In December 2015, the updated Sustainability Strategic Plan was approved by City Council;
- g. In June 2019, the Sustainability Advisory Board began work on creating a new appendix C "Climate Action Plan Items";
- h. In May 2021, the City Council adopted the Amended Sustainability Strategic Plan which includes the following Goal 1 Strategy 3 : All vehicles in the City fleet will use alternative fuels or be electric or hybrid, with the goal of achieving zero greenhouse gas emissions.
- i. In 2024, the West Linn Council Priorities included the directive to "Develop a policy regarding the purchase of alternative fuel, electric, and hybrid vehicles including a cost/benefit analysis for future purchases (from Sustainable West Linn Plan)."
- j. In 2025, the 2025-2027 West Linn City Council Priorities included the directive to "Direct staff to review policies related to alternative fuel, electric, and hybrid vehicles including a cost/benefit analysis for future purchases."

3. DEFINITIONS

- a. **Alternative Fuel.** Any fuel that is less polluting than gasoline or diesel fuel. Alternative Fuel may include, but is not limited to, natural gas, propane, renewable fuels, hydrogen fuel cells, and electricity.
- b. **Alternative Fuel Vehicle.** Any motor vehicle powered in whole or in part by fuels other than conventional petroleum-based gasoline or diesel fuels. This includes but is not limited to renewable diesel, renewable propane, and propane.
- c. **Electric Vehicles (EV) or Batter Electric Vehicles (BEV).** Vehicles with no internal combustion engine. Vehicles use one or more electric motors powered by an on-board battery which is replenished by charging via an on-board charging port.
- d. **Plug-in Hybrid Electric Vehicles (PHEV).** Vehicles that use one or more electric motors powered by an on-board battery in addition to a standard internal combustion engine. The battery is replenished by charging via an on-board charging port, and the internal combustion engine is employed only when the battery range has been exhausted.
- e. **Hybrid Vehicles.** Vehicles that combine at least one or more electric motors with an internal combustion engine. The battery cannot be replenished by charging and instead regains energy through regenerative braking. The battery and internal combustion engine work together simultaneously.
- f. **Regenerative Braking.** An energy recovery mechanism that slows down a moving vehicle or object by converting its kinetic energy into a form that can be either used immediately or stored until needed.
- g. **Emergency Vehicles.** Public safety response vehicles used by City of West Linn police and fire departments.
- h. **Green Fleet.** The City of West Linn's inventory of green vehicles.
- i. **Green Vehicles.** Vehicles that emit low or zero emissions; vehicles powered by fuels other than gasoline or diesel.
- j. **Hydrogen fuel cell electric vehicle (FCEV).** Vehicles that use a propulsion system like electric vehicles, where energy is stored as hydrogen converted to electricity by the fuel cell, emitting only water and heat. While hydrogen vehicles are not currently prioritized due to infrastructure and cost constraints, they may become a viable alternative in the future as hydrogen fueling networks expand and technology advances.
- k. **Renewable Diesel (RD).** A diesel fuel derived from renewable sources such as vegetable oils, animal fats, or waste oils. Unlike biodiesel, renewable diesel is chemically similar to petroleum diesel and can be used as a drop-in fuel replacement in existing diesel engines without modification, while significantly reducing greenhouse gas emissions.
- l. **Renewable Fuels.** Fuels produced from renewable resources such as animal waste, agricultural crop residues, fats, or vegetable oils.
- m. **Zero Emission Vehicle (ZEV).** Includes battery-powered electric vehicles, plug-in hybrid electric vehicles, and fuel cell electric vehicles.

4. POLICY

- a. It shall be the policy of the City of West Linn to evaluate the following procurement alternatives and conduct total cost of ownership and cost/benefit analyses before acquiring new fleet vehicles:
- I. **Reduce fleet size** by removing underutilized vehicles or reassigning them within departments instead of purchasing, leasing, or otherwise obtaining additional units.
 - II. **Explore alternatives to new vehicle purchases**, including sharing between divisions, refurbishing existing vehicles, or leasing instead of buying.
 - III. **Assess Total Cost of Ownership (TCO)** to determine the most cost-effective replacement options. TCO analysis should consider all lifecycle costs including purchase price, fuel, maintenance, vehicle administration, and operational efficiency.
 - IV. **Conduct a Cost/Benefit Analysis** to evaluate financial and non-financial factors. This should consider both direct costs and broader operational impacts accounting for the total cost of ownership, potential efficiency gains, environmental benefits, and alignment with City goals and policies.
- b. It shall be the policy of the City of West Linn to purchase, lease, or otherwise obtain the most energy efficient and cost-effective vehicles possible that meet the operational needs of the department or division for which the vehicles are intended.
- c. It shall be the policy of the City of West Linn to purchase, lease, or otherwise obtain vehicles that are appropriately sized for the purposes to which they are intended to serve. This means not purchasing larger or smaller vehicles than are necessary to meet the needs of the department or division.
- d. It shall be the policy of the City of West Linn to manage and operate its fleet in a manner that is energy efficient and minimizes greenhouse gas (GHG) emissions.
- e. The City of West Linn shall purchase, lease, or otherwise obtain vehicles that can be maintained and repaired by City staff or reliably with an external vendor.
- f. The City of West Linn shall purchase, lease, or otherwise obtain vehicles using established technologies and with reliable parts and service providers to ensure reliable operation and maintenance.
- g. It shall be the policy of the City of West Linn to actively manage and install EV charging infrastructure to accommodate the vehicle fleet.
- h. The City of West Linn seeks to move towards low- to zero-emission vehicles by promoting the use of electric, hybrid-electric, and alternative fuel vehicles. If after reviewing procurement alternatives, a purchase is justified, departments shall purchase replacement vehicles using the following categorical recommendations in alignment with sections a-g of this policy. The City shall review and update the categorical recommendations annually as additional reliable, supported, and cost-effective options become available.
- I. **Light-Duty Passenger Vehicles (Sedans, SUVs)**
- a. Current uses: used by administrative staff and general municipal operations.
 - b. Low- to zero-emissions recommendations:

- i. Primary: Battery Electric Vehicles (BEVs).
- ii. Alternative: Plug-in Hybrid Electric Vehicles (PHEVs) if charging infrastructure is limited.

II. Light-Duty Trucks (Pickups Small Utility Vehicles)

- a. Current uses: parks and recreation and public works.
- b. Low- to zero-emissions recommendations:
 - i. Primary: Battery Electric Vehicles (BEVs).
 - ii. Alternative: PHEVs for locations with longer range requirements.

III. Medium-Duty Service Vehicles (Vans, Utility Trucks)

- a. Current uses: maintenance, utility work, facilities management, public transportation, and public works.
- b. Low- to zero-emissions recommendations:
 - i. Primary: Battery Electric Vehicles (BEVs) or Plug-in Hybrid Electric Vehicles (PHEVs).
 - ii. Alternative: If BEVs or PHEVs are not feasible, renewable diesel-compatible vehicles should be prioritized. Other alternative-fueled vehicles may also be considered where necessary.

Commented [GT3]: Moved this here since instead of it's own category since there is only one small bus/van for public transportation. Could be moved under specialized equipment category as well.

IV. Heavy-Duty Trucks (Dump Trucks, Utility Vehicles, Snowplows)

- a. Current uses: road maintenance, waste hauling, and public works.
- b. Low- to zero-emissions recommendations:
 - i. Primary: Battery Electric Vehicles (BEVs).
 - ii. Alternative: Renewable diesel-compatible vehicles should be prioritized if BEVs are not feasible due to operational constraints. If renewable diesel is unavailable, other alternative fuels may be considered.

V. Law Enforcement Vehicles

- a. Current uses: police department and emergency response.
- b. Low- to zero-emissions recommendations:
 - i. Primary: Battery Electric Vehicles (BEVs).
 - ii. Alternative: Plug-in Hybrid Electric Vehicles (PHEVs) due to their ability to reduce fuel use while maintaining operational flexibility. If PHEVs are not feasible, Hybrid Electric Vehicles (HEVs) may be considered.

VI. Specialized Equipment (street sweepers, sewer, and construction equipment)

- a. Current uses: street cleaning, garbage collection, and heavy-duty operations.
- b. Low- to zero-emissions recommendations:
 - i. Primary: Battery Electric Vehicles (BEVs).
 - ii. Alternative: Renewable diesel-compatible vehicles or HEVs should be prioritized where BEVs are not feasible.

5. GREEN FLEET POLICY PROCUREMENT STRATEGIES

- a. The Public Works Director will utilize a standardized vehicle request form to review all requests for new or replacement vehicles. An example of the vehicle request form is shown in

Attachment A. The form will be reviewed and updated annually or as needed by the Public Works Director and approved by the City Manager. Prior to the acquisition of any new or replacement vehicle, the following purchasing values will be considered and carefully examined:

- i. Justification for the vehicle
 - ii. Frequency of use (utilization)
 - iii. Suitability for intended job
 - iv. Fuel efficiency and vehicle size
 - v. Environmental impact
 - vi. Initial and long-term cost – total cost of ownership
 - vii. Safety and repair record
 - viii. Impact on technician's workload
 - ix. Electric, hybrid-electric, hybrid, or alternative fuel vehicle availability or preference
- b. Review all new vehicle purchase requests and modify them as necessary to ensure that the vehicle class to which the requesting vehicle belongs is appropriate for the duty requirements that the vehicle class will be called upon to perform.
- c. Vehicle weight/category will be assessed and wherever possible, a smaller, more fuel-efficient variant will be selected that delivers comparable horsepower, operating range, ground clearance, and towing capability.
- d. Maintain vehicles at optimal efficiency by reviewing current maintenance schedule for all fleet vehicles and increase maintenance wherever cost-effective benefits will accrue as a result.
- e. Research all potential 'green' equipment suppliers and select those who have credible market presence and a long-term commitment to the green fleet business.
- f. Identify opportunities and the financial resources needed to replace older fleet equipment with certified low emission equipment.
- g. Actively seek grants, rebates, and other financial incentives and funding opportunities to use in implementing new technology into the Fleet.

6. EXEMPTIONS

- i. This Policy applies to all vehicles acquired through purchase, lease, donation, or rental except for:
- i. Vehicles that are acquired for the purpose of declared emergency response deployment.
 - ii. Unmarked law enforcement vehicles used primarily for covert operations.
- j. Appeals – Departments can appeal the assigned vehicle type and request an alternative.
- As part of the appeal process, departments must provide a total cost of ownership evaluation between the assigned replacement vehicle and the department's requested replacement type. This should include maintenance and fuel expenses.
 - Departments must also include a detailed business case that explains why purchase of the assigned vehicle is not feasible.

- Neither limited availability of capital funding, nor limited pre-existing charging infrastructure alone will be considered valid justification for appeals, although these will be taken into consideration by the Public Works Director.
 - Appeals will require the following approvals:
 - Public Works Director
 - City Manager
- k.** New emergency vehicles purchased under this policy must provide comparable performance, safety, and fuel availability during emergencies as conventionally powered emergency vehicles.

7. ATTACHMENT A: EXAMPLE FLEET VEHICLE REQUEST FORM

Example Fleet Vehicle Request Form

Instructions: Please complete this form and submit it to the Public Works Director for review. Requests will be evaluated based on necessity, efficiency, environmental impact, and total cost of ownership. All vehicle requests must align with the City's Green Fleet Purchasing Policy.

Section 1: Requestor Information

- **Department/Division:** _____
- **Requestor Name:** _____
- **Title:** _____
- **Date of Request:** _____
- **Phone/Email:** _____

Section 2: Vehicle Justification & Use

- **Request Type:**
 - New Vehicle
 - Replacement Vehicle (Complete details below)
- **If replacement, provide details of existing vehicle:**
 - **Make/Model:** _____
 - **Year:** _____
 - **Current Mileage:** _____
 - **Reason for Replacement:**
 - High maintenance costs
 - End of service life
 - New operational need
 - Other: _____
- **Vehicle's Intended Use (Check all that apply):**
 - Administrative/Passenger Transport
 - Public Safety/Law Enforcement
 - Maintenance/Public Works
 - Heavy-Duty Operations
 - Other: _____
- **Estimated Usage:**
 - Weekly Mileage: _____
 - Monthly Mileage: _____

Section 3: Vehicle Specifications & Fuel Type

- **Vehicle Class Requested:** (e.g., Sedan, SUV, Pickup, Heavy-Duty Truck)

- **Essential Features (Check all that apply):**

- Towing Capability (Capacity: _____ lbs.)
- Cargo Capacity (_____ cu. ft.)
- All-Wheel Drive / 4WD
- Alternative Fuel Compatibility (Specify): _____

- **Preferred Fuel Type (Check all that apply):**

- Battery Electric Vehicle (BEV)
 - Plug-in Hybrid Electric Vehicle (PHEV)
 - Hybrid Electric Vehicle (HEV)
 - Renewable Diesel-Compatible Vehicle
 - Other: _____
-

Section 4: Cost & Environmental Considerations

- **Estimated Vehicle Cost:** \$ _____
 - **Estimated Annual Fuel/Maintenance Cost:** \$ _____
 - **Potential Incentives (Grants, Rebates) Available?** ☐ Yes ☐ No
 - **Estimated Emissions Reduction Compared to Current Vehicle:** _____ %
-

Section 5: Safety & Maintenance

- **Required Safety Features (Check all that apply):**
 - Backup Camera
 - Collision Avoidance System
 - Adaptive Cruise Control
 - Other: _____
 - **Maintenance Impact on Fleet Technicians:**
 - Minimal (Standard Maintenance)
 - Moderate (Some Additional Training Needed)
 - High (Specialized Equipment Required)
-

Section 6: Approval Process

(To be completed by the Public Works Director & City Manager)

- **Public Works Director Review:**
 - Justification Approved? ☐ Yes ☐ No
 - Alternative Options Considered? ☐ Yes ☐ No
 - Recommended Vehicle Type: _____
 - Notes: _____

Public Works Director Signature: _____ **Date:** _____

City Manager Signature: _____ **Date:** _____

DATE: March 14, 2025
TO: Dylan Digby, City of West Linn
FROM: Grace Thirkill & Tracy Lunsford, Parametrix
SUBJECT: Sustainability Funding Strategies Memo

Overview

West Linn seeks to establish ongoing funding for sustainability initiatives without diminishing the ability to deliver essential services. This memo outlines various funding strategies including revolving funds, energy service companies, utility incentives, grants, public-private partnerships, fees, and green bonds, with real-world examples from other cities. By leveraging one or more of these approaches, West Linn can create a sustainable funding framework that supports its sustainability goals and strengthens community resilience.

1. Revolving Funds

Revolving funds reinvests a portion of cost savings from energy efficiency upgrades such as LED lights or HVAC retrofits into a dedicated sustainability fund for future projects. Examples include:

- **Hillsboro, OR:** Established a Sustainability Revolving Fund (SRF) in 2010 that captures savings from sustainability projects to fund subsequent projects. The SRF provides a resource for any City employee to access funding for internal sustainability projects and a structure to use, replenish, and manage savings.
 - [Hillsboro Sets Up Revolving Fund for Efficiency Projects](#)
 - [Issue Paper – Sustainability Revolving Fund \(SRF\)](#)
- **Homer, AK:** Established a revolving Energy Fund to provide financial resources for municipal departments to finance environmental improvements.
 - [ICMA Defying the Odds: Sustainability in Small and Rural Places](#)
 - [Homer Alaska: Memorandum 12-009 Revolving Energy Fund](#)
- **San Antonio, TX:** Established a revolving loan fund to help San Antonio reduce its annual utility budget through energy-efficient retrofits of its facilities.
 - [Texas City Efficiency Leadership Council Best Practices: Revolving Funds for City Efficiency Projects](#)
- **Montpelier, VT:** Established a Net Zero Revolving Loan Fund to finance municipal energy efficiency and renewable energy investments in the city with \$20,000 from the city's Reserve Funds and a \$10,000 match from Efficiency Vermont.
 - [Montpelier Launches Revolving Loan Fund for Energy Saving Projects](#)

2. Energy Service Companies (ESCOs)

Used to finance projects that will yield financial savings (most often reductions in utility bills), these contracts guarantee a certain level of energy savings. A private company (Energy Service Company or



ESCO) provides upfront funding and expertise to complete a project, pay utility bills, and return guaranteed savings to the city. ESCOs keep any additional savings and get their upfront costs repaid through a portion of the project's ongoing energy savings. Examples include:

- **Fort Lauderdale, FL:** In 2016, the Energy Service Companies (ESCOs) completed energy and water audits of 7 facilities and selected streetlights. In 2017, the City completed its first energy performance contract which included interior and exterior lighting replacements, HVAC, programmable thermostats, and streetlights.
 - [*City of Fort Lauderdale Press Play Fort Lauderdale 2018 Progress Report*](#)
 - [*City of Fort Lauderdale Energy Service Companies*](#)
- **Howard County, AR:** Howard County partnered with McKinstry on a cost-neutral Energy Savings Performance Contract (ESPC) that leveraged utility cost savings to fund efficiency upgrades and a new 308kW solar PV array. This allowed the county to increase energy reliability and efficiency without additional financial burden.
 - [*Cutting Solar PV Costs for Howard County in Arkansas*](#)

3. Utility Rebates, Incentives, and Franchise Fees

Municipalities can leverage utility rebates, incentives, and franchise fees to generate dedicated funding for sustainability projects. Rebates and incentives are financial benefits offered by utilities to encourage energy efficiency, renewable energy adoption, or conservation. Franchise fees are charges paid by utility providers for the use of public rights-of-way. Utility funding examples include:

- **Eagan, MN:** Established a utility franchise fee collected from utility providers for the use of public rights-of-way to fund clean energy and climate action projects.
 - [*Minnesota cities tap utility fees to help fund local clean energy and climate action*](#)
- **Salinas, KS:** Reinvested utility savings from energy efficiency upgrades to install a solar array at its aquatic park.
 - [*Smart Cities Dive: How cities are stacking grant funds to achieve big sustainability goals*](#)
- **Albany, CA:** Utilized utility rebates to offset costs of HVAC retrofits and energy efficiency projects.
 - [*Albany, CA: Sustainability Resources*](#)
- **Portland General Electric (PGE):** offers rebates and incentives to residential and commercial customers.

4. Grant Funding Opportunities

Grants can provide critical resources for specific sustainability projects and programs without impacting general funds. Example grants available in Oregon include:

- **[Oregon Department of Energy \(ODOE\) Community Renewable Energy Grant Program](#):** This program provides grants to Oregon Tribes, public bodies, and consumer-owned utilities. It supports planning and developing community renewable energy and energy resilience projects. Grants of up to \$100,000 are available for planning projects, and up to \$1 million for construction projects. Priority is given to projects that support equity goals, demonstrate community energy resilience, and include energy efficiency and demand response components.

- **[Oregon Community Foundation \(OCF\) Grants](#)**: OCF is a nonprofit organization that provides grants to improve the lives of Oregonians through various initiatives, including sustainability projects. They offer funding for community-centered projects that promote environmental conservation, renewable energy, and sustainable agriculture.
- **[Business Oregon](#)**: Business Oregon offers various programs through its Infrastructure Finance Authority to support sustainable community development. These programs provide funding for infrastructure projects that can include sustainable energy and water systems.
- **[Energy Trust of Oregon](#)**: Offers services and incentives for residential and commercial properties as well as businesses and community renewable energy projects.

Community examples of grant-funded sustainability projects include:

- **Paisley, OR**: Paisley collaborated with Surprise Valley Electrification Corporation to develop a 3.1-megawatt geothermal power plant. This project was supported by a \$2 million grant from the U.S. Department of Energy and additional incentives from the Oregon Department of Energy, demonstrating how small communities can leverage federal and state funding for renewable energy initiatives.
 - [Sun Valley Electrification Corp: Paisley Geothermal Project](#)
- **Lakeview, OR**: Lakeview utilized grant funding to implement geothermal heating systems for public buildings, including schools and hospitals as well as evaluating potential for expanding the geothermal system.
 - [Town of Lakeview Geothermal Heating System](#)
 - [Geothermal Energy: ODOE Community Renewable Energy Grant Program](#)

5. Public-Private Partnerships

Collaborating with local businesses and nonprofits can allow cities to co-fund projects and generate shared investment in sustainability projects across various sectors. Examples include:

Renewable Energy & Energy Efficiency Partnerships

- **Babcock Ranch, FL**: Babcock Ranch, a planned community near Fort Myers, is recognized as America's first solar-powered town. Developed through a PPP between private developers and Florida Power & Light Company, the community features an on-site 75-megawatt solar photovoltaic array that supplies renewable energy to its residents.
 - [Florida Power & Light: Building a cleaner energy future for us all](#)
- **Vineyard Power Coop, MA**: On Martha's Vineyard, the Vineyard Power Coop collaborates with local governments and residents to develop renewable energy projects, including solar installations and offshore wind initiatives. This cooperative model emphasizes community ownership and local decision-making in advancing sustainability goals.
 - [Vineyard Power: A leader in the transition to a 100% renewable Martha's Vineyard](#)
- **Sustainable Energy Utility (SEU), DE**: Delaware's SEU is a nonprofit entity formed through a PPP to promote energy efficiency and renewable energy projects statewide. It finances initiatives that reduce energy consumption and greenhouse gas emissions, serving as a model for integrating public policy with private sector efficiency.
 - [The Sustainable Energy Utility and Energize Delaware](#)

Sustainable Transportation & EV Infrastructure

- **Lancaster Choice Energy, CA:** The city of Lancaster established Lancaster Choice Energy, a non-profit program providing renewable energy options to help them achieve their goal of becoming the nation's first net-zero city.
 - [*City of Lancaster: Community Choice Aggregation*](#)
- **Babcock Ranch, FL:** Babcock Ranch also integrated electric vehicle (EV) infrastructure and autonomous EV shuttles. These efforts result from collaborations between city planners and private technology firms, aiming to reduce carbon emissions from transportation.
 - [*Florida Power & Light: Building a cleaner energy future for us all*](#)

Community Gardens & Urban Agriculture

- **Glens Falls, NY:** Glens Falls launched an urban farming pilot program by converting an underused building into a vertical farm. This initiative, supported by a PPP involving the city's economic development office and private investors, supplies fresh produce to local restaurants and promotes sustainable agriculture practices.
 - [*City of Glen Falls Creates Indoor Farm On The Third Floor Of Building At 22 Ridge St.*](#)
- **Laredo, TX:** The city of Laredo, in partnership with local nonprofits and educational institutions, offers workshops on urban farming techniques to residents. These PPPs aim to enhance local food systems, promote healthy eating, and encourage community engagement in sustainable agriculture.
 - [*Cultivating Economic Growth and Community Health Through a Thriving Local Food System*](#)

6. Sustainability Fees

Some larger cities have introduced sustainability fees (levied on residents and/or businesses) to fund long-term initiatives. Examples include:

- **Portland, OR:** Established a Climate Investment Plan, the Portland Clean Energy Community Benefits Fund, which invests in community-led projects to reduce emissions and increase resilience. PCEF is funded through a 1% surcharge on the Portland sales of large retailers.
 - [*The Climate Investment Plan: PCEF's five-year funding road map to climate action*](#)
 - [*The Climate Investment Plan development process*](#)
 - [*Chapter 7.07 Portland Clean Energy Community Benefits*](#)
- **Denver, CO:** Passed a ballot initiative in 2020 to raise local sales and use tax by 0.25% to create the Climate Protection Fund (CPF), which raises \$40M.
 - [*Denver: Climate Protection Fund*](#)

7. Green Bonds

Issuing green bonds to finance sustainability projects can attract outside investment and generate energy efficiency savings and potential revenue for repayment. Green bonds are similar to other municipal bonds with the exceptions that the proceeds of bond sales are reserved for "green" projects, and the issuer commits to tracking and reporting environmental benefits. While green bonds can be a successful sustainability funding strategy, they have been mostly used by larger communities and/or for large capital projects. Examples include:

- **San Francisco, CA:** Issued municipal green bonds to finance sustainability projects such as renewable energy and water conservation programs.
 - [*San Francisco Public Utilities Commission Green Bond Report 2021-222*](#)
- **Midland, MI:** In 2025, the Midland City Council approved \$7.3 million in tax-exempt revenue bonds to fund a solar energy project at MBS International Airport. The project includes constructing a solar panel canopy over the short-term parking lot and installing additional solar arrays, collectively expected to offset approximately 52% of the airport's energy usage.
 - [*Midland City Council approves MBS Airport bonds for solar project*](#)

Recommendation

West Linn can explore these opportunities to develop a funding model that aligns with the city's unique needs. By piloting strategies or combining multiple options, the city can work towards a long-term sustainable funding model that does not compromise funding for essential services.

In the short term, strategies such as **grant funding, ESCOs, and utility rebates and incentives** are likely to be the most feasible options, as they require less upfront investment and planning effort. Over time, **public-private partnerships and revolving funds** could complement these initial strategies, ensuring a more stable and self-funding approach. While **sustainability fees and green bonds** have been successfully implemented in larger cities and capital-intensive projects, their applicability to a smaller community like West Linn may require additional consideration and planning.

Mollusky, Kathy

From: vince miles <[REDACTED]>
Sent: Monday, June 16, 2025 1:00 AM
To: City Council; Williams, John; Mahuna, Peter
Subject: Request to amend Chapter 6 of West Linn Municipal Code to prohibit vehicles from parking in front of mailboxes
Attachments: a DSC_3631 b2.JPG; b DSC_6158 b.JPG; c DSCF0025 b.JPG; d DSCF0069 (2).AVI_snapshot_00.02.135 b.jpg

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This email correspondence is to be incorporated into the record as **Public Comment** for the **June 16, 2025 Special Meeting of the City Council**

To: Mayor Rory Bialostosky
Council President Mary Baumgardner
Councilor Carol Bryck
Councilor Kevin Bonnington
Councilor Leo Groner
John Williams, Manager, City of West Linn
Peter Mahuna, Chief of Police, City of West Linn

In January 2019, the Clark County Council added a provision to Clark County Code, CCC 10.04.040 - 'No parking in front of mailboxes,' to prohibit parking within 10 feet of mailboxes, except temporarily while delivering or retrieving mail. <https://clark.wa.gov/public-works/parking>

10.04.040 No parking in front of mailboxes.

It is unlawful to park within ten (10) feet of U.S. mailboxes, except temporarily for the purpose and while engaged in the delivery or pick up of postal items. (Sec. 1 of Ord. 2019-01-04)

<https://www.codepublishing.com/WA/ClarkCounty/html/ClarkCounty10/ClarkCounty1004/ClarkCounty1004040.html>

The amendment is intended to minimize impediments to efficient delivery of mail and time-sensitive parcels, as well as reducing potential hazards postal carriers are exposed to when confronted with vehicles that are parked in a manner that prevent direct access to mailboxes while providing a service to the general public.

“The County Councilors received a constituent complaint regarding a repeat issue in the neighborhood of individuals parking in front of mailboxes preventing the U.S. postal service from delivering the mail. The

constituent noted that many in the neighborhood rely on timely postal delivery for things such as prescription medications.” - *Clark County Staff Report, January 15, 2019*

https://clark.wa.gov/sites/default/files/dept/files/council-meetings/2019/2019_Q1/2019-01-04.pdf

In October 2017, the City of Hillsboro announced the adoption of amended policy to Chapter 8 of their Municipal Code pertaining to Vehicles and Parking, with the intent to address resident and postal carrier concerns involving motor vehicles that were parked in a manner that hindered or obstructed access to mailboxes and affected efficient delivery of the mail and related parcels.

§ 8.12.030 General Parking Prohibitions

F. (20) A parking prohibition within 11 feet (22 feet total) of a public and private curbside cluster mailbox during the hours of 8 a.m. and 6 p.m. on all days except Sundays and federal holidays.

<https://ecode360.com/44346065#44346075>

“A series of concerns reported by residents who experienced problems with vehicles parking and blocking their mailbox prompted the change to the Parking Code. When a mailbox is blocked, a mail delivery person has two options: get out of their vehicle and hand deliver the mail, which slows delivery, or the delivery person can skip mail delivery for the day, depriving residents from receiving their mail.” - *News List, “Drivers reminded not to park near mailboxes.”*

<https://www.hillsboro-oregon.gov/Home/Components/News/News/3215/1718?arch=1>

The issue has been of great concern to residential customers and the United States Postal Service for quite some time.

“Not many things will stop a U.S. Postal Service carrier from completing his or her delivery route, but trash cans, **cars** and other obstacles can stop delivery in its tracks.

It’s the goal of Postal Service carriers to deliver the mail safely and efficiently every day. However, a trash can or **parked car** will occasionally get in the way. **This not only creates an unsafe condition for carriers but slows down mail delivery.**

The Postal Service is asking for the public’s assistance in keeping the approach to residential mailboxes clear to facilitate delivery. **If the approach to the mail receptacle is temporarily blocked by a parked vehicle or other obstacle during normal delivery hours for the area, the carrier has to step out of the vehicle to make the delivery, potentially creating a hazard.**

The Postal Service will do its best to deliver the mail. However, if the carrier continually experiences a problem delivering the mail and the customer does not take prompt action to remove the obstacle, the postmaster may, with proper notification and the approval of the district manager, temporarily withdraw delivery service until the problem is corrected.

The best way to keep the mail flowing and avoid injury is prevention, so the Postal Service is asking that customers help its employees provide the best service they can, as safely as possible. - *“Postal Service Carriers Ask Residents to Keep Mailboxes Clear of Obstacles,” August 7, 2014*

[https://about.usps.com/news/state-](https://about.usps.com/news/state-releases/ca/2014/ca_2014_0807.htm#:~:text=If%20the%20approach%20to%20the, and%20usps.com/postalfacts.)

[releases/ca/2014/ca_2014_0807.htm#:~:text=If%20the%20approach%20to%20the, and%20usps.com/postalfacts.](https://about.usps.com/news/state-releases/ca/2014/ca_2014_0807.htm#:~:text=If%20the%20approach%20to%20the, and%20usps.com/postalfacts.)

“Customers must place mailboxes on motorized city, rural, and contract delivery service routes so a carrier can safely and conveniently serve them without leaving his or her vehicle. The mailboxes must be on the right-hand side of the road in the carrier’s travel direction in all cases where traffic conditions make it dangerous for the carrier to drive to the left to reach the mailboxes, or where doing so would constitute a violation of traffic laws and regulations. *Postal Operations Manual* (POM) 632.6 specifies postal regulations regarding locations for apartment houses and other multiple unit dwellings. On new rural and contract delivery service routes, all mailboxes must be on the right-hand side of the road in the direction of the route line of travel. Mailbox placement must conform with state laws and highway regulations. City motorized, rural, and highway contract box delivery route carriers are subject to the same traffic laws and regulations as other motorists. **Customers must remove obstructions, including vehicles, trash cans, and snow, that impede safe and efficient delivery. Except when a mailbox is temporarily blocked, carriers must have access to the mailbox without leaving the vehicle unless authorized to dismount.”** *Postal Bulletin* 22206

Although complaints are infrequent in our community, motor vehicles do create potentially hazardous conditions for postal carriers and impede efficient delivery of the mail when parked in close proximity to or directly in front of mailboxes.

“5/7 10:47 a.m. A caller said high school students were parked blocking a mailbox on K Street.” - *Police Log, West Linn Tidings, May 14, 2025*

“5/30 3:47 p.m. A woman said 10 cars were parked in the no parking zone in front of her home and blocking her mailbox.” - *Police Log, West Linn Tidings, June 11, 2025*

Currently, West Linn Municipal Code vaguely prohibits obstructing the public right-of-way, which includes areas where mailboxes are typically located. However, Chapter 6, Vehicles and Traffic - Uniform Traffic Ordinance, does not incorporate language that ***specifically*** addresses the issue of parked vehicles that impede access to mailboxes or creates an unsafe environment for postal carriers.

<https://www.codepublishing.com/OR/WestLinn/html/WestLinn06.html#6.110>

Therefore, the City of West Linn is encouraged to amend existing municipal code to prohibit the parking of motor vehicles within 10 feet in all directions of a single unit mailbox, a cluster box, or communal parcel locker, to address the hindrances to efficient delivery of mail and time-dependent parcels, as well as reducing potential hazards postal carriers are exposed to when confronted with such obstacles while providing a service to the general public.

Vince Miles
West Linn







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