

City of Wilsonville

Urban Renewal Agency Meeting

June 17, 2019



URA AGENDA

**CITY OF WILSONVILLE
URBAN RENEWAL AGENCY**

**JUNE 17, 2019
7:00 P.M.**

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

Immediately Following the City Council Meeting

Chair Tim Knapp

Board Member Kristin Akervall
Board Member Charlotte Lehan

Board Member Susie Stevens
Board Member Ben West

CALL TO ORDER

- A. Roll Call

CITIZEN INPUT

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

CONSENT AGENDA

- A. Minutes of the June 3, 2019 URA Meeting. (Veliz)
- B. **URA Resolution No. 300**
A Resolution Of The City Of Wilsonville Urban Renewal Agency Board Authorizing The City Manager To Execute A Construction Contract With Moore Excavation, Inc. For Construction Of Garden Acres Road And PLM_1.2 Water Transmission Line Project. (Weigel)

PUBLIC HEARING

- A. **URA Resolution No. 299**
A Resolution Authorizing A Supplemental Budget Adjustment For Fiscal Year 2018-19. (Rodocker)

ADJOURN

**CITY OF WILSONVILLE
URBAN RENEWAL AGENCY
JUNE 3, 2019**

The Urban Renewal Agency held a regular meeting on June 3, 2019 in the Wilsonville City Hall immediately following the adjournment of the City Council meeting.

The following Board Members were present:

Chair Knapp
Member Akervall
Member Stevens
Member Lehan
Member West

Staff present included:

Bryan Cosgrove, City Manager
Jeanna Troha, Assistant City Manager
Barbara Jacobson, City Attorney
Kimberly Veliz, City Recorder
Cathy Rodocker, Finance Director

CALL TO ORDER

Chair Knapp called the URA meeting to order at 9:09 p.m. followed by roll call.

CITIZEN INPUT

There was none.

CONSENT AGENDA

A. Minutes of the March 18, 2019 URA Meeting.

Motion: Ms. Lehan moved to approve the consent agenda as read. Ms. Stevens seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

| | |
|-----------------|-----|
| Chair Knapp | Yes |
| Member Akervall | Yes |
| Member Stevens | Yes |
| Member Lehan | Yes |
| Member West | Yes |

PUBLIC HEARING

A. URA Resolution No. 298

A Resolution Of The Urban Renewal Agency Of The City Of Wilsonville Adopting The Budget, Making Appropriations, And Declaring The Intent To Collect Tax Increment For Fiscal Year 2019-20.

Ms. Jacobson read the title of URA Resolution No. 298 into the record.

Chair Knapp opened the public hearing at 9:10 p.m. after reading the hearing format.

Ms. Rodocker presented the staff report.

The Mayor invited public testimony.

Mr. Alan Steiger, of Wilsonville recommended that the Urban Renewal Agency adopt URA Resolution No. 298.

Mayor Knapp invited additional public testimony. Seeing none, he closed the public hearing at 9:14 p.m.

Motion: Mr. West moved to I move to adopt the FY 2019-20 Budget for the Urban Renewal Agency in the amount of \$47,565,953. (Forty seven million, five hundred sixty five thousand, nine hundred and sixty three dollars) and set the Increment Assessed Value in the West Side Plan District to approximately 401,210,000 (four hundred one million, two hundred ten thousand dollars) which will generate an estimated levy of \$5,238,840 (five million, two hundred thirty eight thousand, eight hundred and forty dollars); and set the Increment Assessed Value in the Year 2000 Plan District to approximately \$322,000,000 (three hundred twenty two million) which will generate an estimated levy of \$4,200,000. And levy the full amount of the divide-the-taxes amount for the Coffee Creek District. Ms. Lehan seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

| | |
|-----------------|-----|
| Chair Knapp | Yes |
| Member West | Yes |
| Member Stevens | Yes |
| Member Lehan | Yes |
| Member Akervall | Yes |

ADJOURN

The URA meeting adjourned at 9:17 p.m.

Respectfully submitted,

Kimberly Veliz, City Recorder

ATTEST:

Tim Knapp, Board Chair

DRAFT



URBAN RENEWAL AGENCY MEETING STAFF REPORT

| | | | |
|---|---|---|--|
| Meeting Date: June 17, 2019 | | Subject: URA Resolution No. 300 A Resolution of the City of Wilsonville Authorizing the City Manager to Execute a Construction Contract with Moore Excavation, Inc. for the Garden Acres Road & PLM_1.2 Water Transmission Line Project (Capital Improvement Projects 1127, 2103, 4201, and 7061) Staff Member: Zachary Weigel, P.E. Capital Projects Engineering Manager Department: Community Development | |
| Action Required | | Advisory Board/Commission Recommendation | |
| <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda | | <input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A | |
| Staff Recommendation: Staff recommends the Urban Renewal Agency (URA) adopt the URA Consent Agenda. | | | |
| Recommended Language for Motion: I move to approve the URA Consent Agenda. | | | |
| Project / Issue Relates To: | | | |
| <input checked="" type="checkbox"/> Council Goals/Priorities: Build fully interconnected & effective transportation modes. | <input checked="" type="checkbox"/> Adopted Master Plan(s): Transportation System Plan – Project UU-08 | <input type="checkbox"/> Not Applicable | |

ISSUE BEFORE AGENCY:

A City of Wilsonville Resolution and Urban Renewal Agency Resolution approving the public bid process, accepting the lowest responsible bidder, and awarding a construction contract to Moore Excavation, Inc. in the amount of \$10,782,928.00 for the construction of the Garden Acres Road urban upgrade & PLM_1.2 Water Transmission Line project.

EXECUTIVE SUMMARY:

The Garden Acres Road & PLM_1.2 Water Transmission Line project will upgrade approximately 2,800 feet of a two-lane County road to an urban industrial Minor Arterial standard, with wider concrete travel lanes and bike facilities, sidewalks, landscaping and storm water treatment along the east side of Garden Acres Road (Attachment 1). The project includes extension of sewer, water, and storm pipelines and undergrounding of overhead utilities necessary to prepare the Coffee Creek and Basalt Creek Industrial Areas for future industrial development.

Construction of Tualatin Valley Water District and the City of Hillsboro, jointly referred to as the Willamette Water Supply Program (WWSP), PLM_1.2 water transmission pipeline is included as part of this project. The PLM_1.2 project consists of approximately 3,000 feet of 66” welded steel raw water transmission pipe and associated water system appurtenances.

In April 2019, Council approved Resolution No. 2743 entering into an Intergovernmental Agreement (IGA) with WWSP for the joint construction of the Garden Acres Road and PLM_1.2 Water Transmission Line projects.

The City received five (5) bids by the June 4, 2019 deadline (see Attachment 2) of which Moore Excavation, Inc. submitted the lowest, responsive bid at \$10,782,928.00.

EXPECTED RESULTS:

Upgrade approximately 2,800 feet of Garden Acres Road to urban industrial Minor Arterial standard and extend/underground utilities necessary to support future industrial development within the Coffee Creek and Basalt Creek Industrial Areas. Install approximately 3,000 feet of WWSP 66” raw water transmission pipeline in accordance with the Ground Lease for Raw Water Pipeline Agreement (Resolution No. 2628).

TIMELINE:

Construction is expected to begin July 2019 with a final completion date scheduled for December 31, 2020.

CURRENT YEAR BUDGET IMPACTS:

The sewer portion, Project #2103 is funded through sewer system development charges (SDC). The approved FY 2019-20 Wilsonville budget includes \$1,016,000 for construction, contract administration and overhead for the entirety of the sewer work. The sewer portion of the construction contract is estimated at \$1,223,128, which is over the budgeted amount by \$207,128. A supplemental budget adjustment will be needed to add sewer SDC funds to the project. In review of the sewer SDC fund, additional funds are available to support the increased sewer portion of the project.

The storm portion, Project #7061 is funded through storm SDC fees. The approved FY 2019-20 Wilsonville budget includes \$647,000 for construction, contract administration and overhead for the entirety of the storm work. The storm portion of the construction contract is estimated at \$612,736, within the budgeted amount.

According to the Garden Acres and PLM_1.2 Garden Acres to 124th Pipeline Projects IGA, WWSP is responsible for the all construction costs associated with the PLM_1.2 Water Transmission Pipeline work and 21.6% of the total Garden Acres Road construction costs and other incidental costs as outlined in the IGA. The WWSP portion of the construction contract is estimated at \$5,110,813.

The remainder of the construction contract consists of the City's portion of the Garden Acres Roadwork, estimated at \$3,836,251. The City's street portion of the work is funded through a combination of Coffee Creek Reserve and Coffee Creek Urban Renewal Area funds. The approved FY 2019-20 Wilsonville budget includes \$2,174,000 for construction, contract administration and overhead for the street work. An additional \$2,281,500 is estimated for street construction in FY 2020-21. The streets portion of the construction contract is within the total anticipated amount.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 6/7/2019

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 6/10/2019

COMMUNITY INVOLVEMENT PROCESS:

A public open house was held in Fall 2017 for community members to review and comment on the preliminary design concepts proposed for the roadway improvements on Garden Acres Road. Mailers and Boones Ferry Messenger articles have been provided to the public on a number of occasions. In addition, staff directly met with representatives from the properties adjacent to the project location to discuss project impacts and the procurement of right-of-way and easements needed for the work.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

Completion of the project will positively impact near-term and long-term development of industrial properties within the Coffee Creek Urban Renewal Area, increasing employment and generating tax increment for the URA. New bike lanes and sidewalks will be constructed, expanding Wilsonville's multi-modal network. Joint construction of the Garden Acres Road and raw water pipeline projects will minimize construction costs between the two projects while decreasing the length of construction time and impacts than if the two projects were to be constructed independently.

ALTERNATIVES:

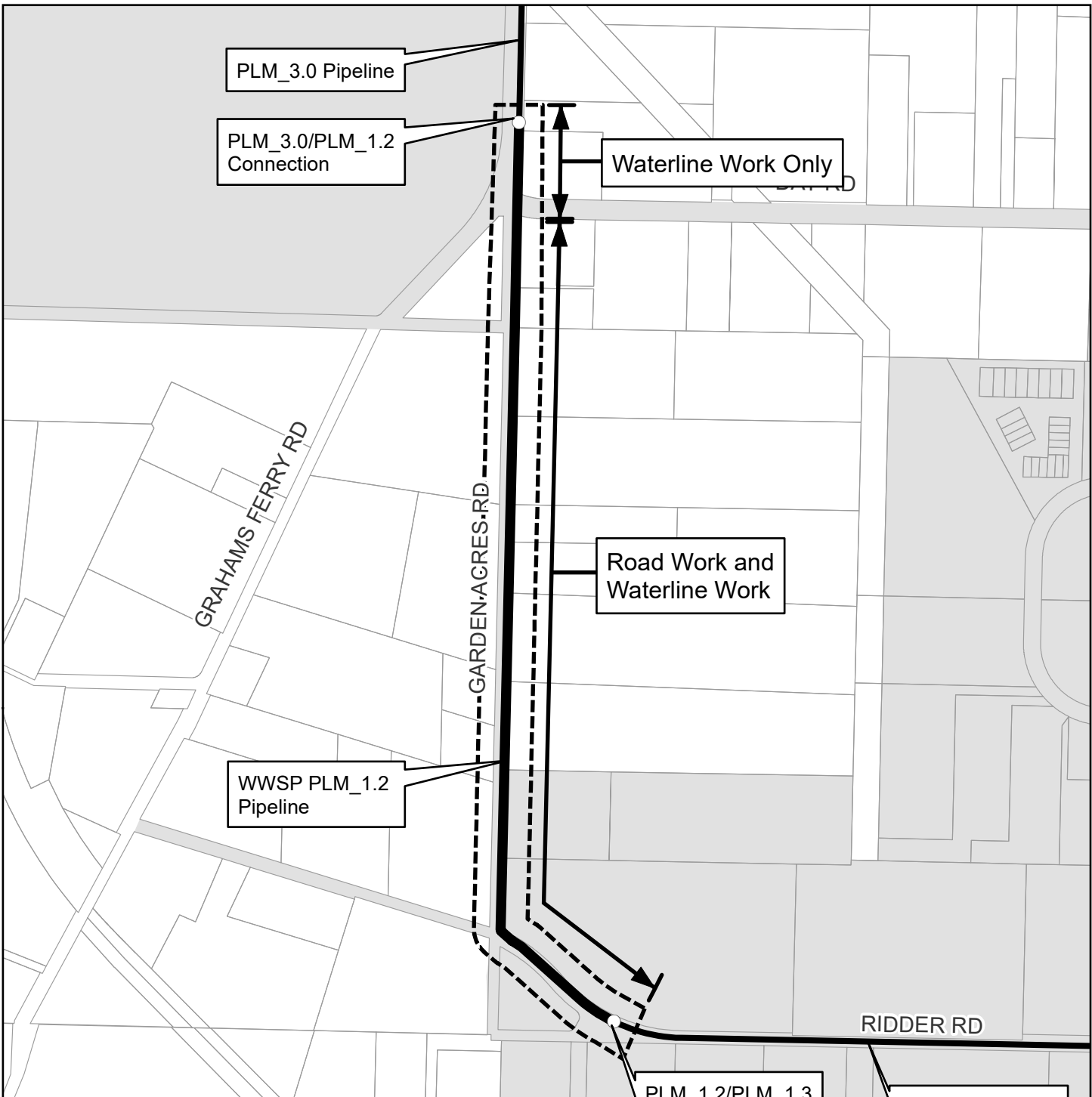
A number of roadway alternatives were considered during initial design of Garden Acres Road. Current project design is based on correspondence between City Staff, the design consultant team, neighboring property owners, prospective industrial developers, and City Council direction given at a February 22, 2018 work session.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Project Location Map
2. Bid Summary
3. URA Resolution No. 300
 - A. Garden Acres Road and PLM_1.2 Water Transmission Line Construction Contract



Legend

- WWSP Approximate Pipeline Alignment
- - - Approximate Project Area
- Tax Lot
- Wilsonville City Limit

NOTE: WWSP Pipeline Alignment is approximate

Date: 09/06/2018

Garden Acres Road And
PLM_1.2 Projects



BID SUMMARY

Project: Garden Acres Rd & PLM_1.2 Water Transmission Line

CIP No: 4201

File No: 17 04 002

Bid Date: June 4, 2019 @ 2:00 pm

| Open Order | Bidder | Envelope Marked | Bid Security Amount | Type | Proposal Complete | Addenda | Proposal Signed | First Tier Sub-Con. | Pre-Qualified | CCB No. | Disqualified | BOLI Debarred | Record of Performance | Record of Integrity | Bid Amount: | Rank |
|------------|---------------------------------|-----------------|---------------------|------|-------------------|---------|-----------------|---------------------|---------------|---------|--------------|---------------|-----------------------|---------------------|-----------------|------|
| -- | Engineer's Estimate | | | | | | | | | | | | | | \$11,221,578.96 | |
| 1 | Moore Excavation Inc. | Y | 10% | Bond | Y | Y | Y | Y | Y | 28397 | N | N | Y | Y | \$10,782,928.00 | 1 |
| 2 | Kerr Contractors | Y | 10% | Bond | Y | Y | Y | Y | Y | 195658 | N | N | Y | Y | \$12,578,415.00 | 2 |
| 3 | Emery & Sons Construction Group | Y | 10% | Bond | Y | Y | Y | Y | Y | 221536 | N | N | Y | Y | \$12,816,839.75 | 3 |
| 4 | James W. Fowler Co. | Y | 10% | Bond | Y | Y | Y | Y | Y | 63701 | N | N | -- | -- | \$13,237,786.14 | 4 |
| 5 | Goodfellow Bros. LLC | Y | 10% | Bond | Y | Y | Y | Y | Y | 222458 | N | N | -- | -- | \$13,727,200.00 | 5 |

**THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE
URA RESOLUTION NO. 300**

A RESOLUTION OF THE CITY OF WILSONVILLE URBAN RENEWAL AGENCY BOARD AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH MOORE EXCAVATION, INC. FOR CONSTRUCTION OF GARDEN ACRES ROAD AND PLM_1.2 WATER TRANSMISSION LINE PROJECT.

WHEREAS, the City has planned, designed, and budgeted for the completion of Capital Improvement Projects #1127, 2103, 4201, and 7061, known as Garden Acres Road and PLM_1.2 Water Transmission Line project (the Project); and

WHEREAS, the City entered into an intergovernmental agreement (Resolution No. 2743) with Tualatin Valley Water District and the City of Hillsboro, collectively doing business and referred to herein as Willamette Water Supply Program (WWSP), to jointly design and construction the Garden Acres Road project and Willamette Water Supply PLM_1.2 Garden Acres to 124th Pipeline project; and

WHEREAS, the City is responsible for overall management and administration of the joint construction project; and

WHEREAS, WWSP will reimburse the City for all costs associated with construction, construction management and administration of the PLM_1.2 Water Transmission Line portion of the Project as part of the joint construction project; and

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

WHEREAS, five bids were received and opened on June 4, 2019, and Moore Excavation, Inc. submitted a bid of \$10,782,928.00 for the Project, which was subsequently evaluated as the lowest responsive and responsible bid.

NOW, THEREFORE, THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

Section 1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Moore Excavation, Inc. submitted the lowest responsive and responsible bid.

Section 2. The Urban Renewal Agency Board authorizes the City Manager to enter into and execute a Construction Contract with Moore Excavation, Inc. for a stated value of \$10,782,928.00 in substantially the form as attached hereto as Exhibit A.

Section 3. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville Urban Renewal Agency Board at a regular meeting thereof this 17th day of June 2019, and filed with the Wilsonville City Recorder this date.

Tim Knapp, Board Chair

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Board Chair Knapp

Board Member Akervall

Board Member Stevens

Board Member Lehan

Board Member West

EXHIBIT:

A. Garden Acres Road and PLM_1.2 Water Transmission Line Construction Contract

**CITY OF WILSONVILLE
CONSTRUCTION CONTRACT (CIP #4201)**

This Construction Contract (“Contract”) for the Garden Acres Road and Pipeline Project (“Project”) is made and entered into on this ____ day of June 2019 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Moore Excavation, Inc.**, an Oregon corporation (hereinafter referred to as “Contractor”).

RECITALS

WHEREAS, the City issued a formal Invitation to Bid for the Project described herein; and

WHEREAS, Contractor represents that Contractor is qualified to perform the services described in the Invitation to Bid on the basis of specialized experience and technical expertise; and

WHEREAS, after reviewing all bids submitted in accordance with the Invitation to Bid, the City has determined this Contract shall be awarded to Contractor; and

WHEREAS, Contractor is prepared to perform this Contract in accordance with all the terms and conditions as set forth below, as the City does hereinafter require.

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

AGREEMENT

Section 1. Contract Documents

This Contract includes and incorporates by reference all of the foregoing Recitals and all of the following additional documents, collectively the “Contract Documents”: All Bid Packet documents and Contractor’s bid response; all plans, drawings, and specifications, bound separately; 2017 City of Wilsonville Public Works Standards; Oregon Department of Transportation 2015 Oregon Standard Specifications for Construction; Special Provisions to ODOT standards; Wilsonville Project Specific Special Provisions; Wilsonville Amendments or revisions to the 2015 Oregon Standard Specifications for Construction and/or Wilsonville amendments to Special Provisions to ODOT standards; Willamette Water Supply Program PLM_1.2 Project Manual, and the provisions of Oregon Revised Statutes (ORS) 279C, as more particularly set forth in this Contract. Contractor must be familiar with all of the foregoing and comply with them. Any conflict or inconsistency between the Contract Documents shall be called to the attention of the City by Contractor before proceeding with any impacted work. All Contract Documents should be read in concert and Contractor is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

Section 2. Term

The term of this Contract shall be from the Effective Date until all work required to be performed hereunder (“Work”) is completed and accepted, or no later than December 31, 2020, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City. Contractor shall diligently perform the Work according to the requirements and deliverable dates identified in the Contract Documents. All Work must be at Substantial Completion by no later than November 30, 2020, and at Final Completion by December 31, 2020. See **Section 23** for the definitions of Substantial Completion and Final Completion.

Section 3. Contractor’s Work

3.1. Contractor will perform the Work as more particularly described herein and in the other Contract Documents for the Project.

3.2. All written documents, drawings, and plans submitted by Contractor in conjunction with the Work shall bear the signature, stamp, or initials of Contractor’s authorized Project Manager. Any documents submitted by Contractor that do not bear the signature, stamp, or initials of Contractor’s authorized Project Manager, will not be relied upon by the City. Interpretation of plans and answers to questions regarding the Work given by Contractor’s Project Manager may be verbal or in writing, and may be relied upon by the City, whether given verbally or in writing. If requested by the City to be in writing, Contractor’s Project Manager will provide such written documentation.

3.3. The existence of this Contract between the City and Contractor shall not be construed as the City’s promise or assurance that Contractor will be retained for future services beyond the Work described herein.

3.4. Contractor shall maintain the confidentiality of any confidential information that is exempt from disclosure under state or federal law to which Contractor may have access by reason of this Contract. Contractor warrants that Contractor’s employees assigned to perform any of the Work provided in this Contract shall be clearly instructed to maintain this confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Contract.

Section 4. Contract Sum, Retainage, and Payment

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Contractor the sum of TEN MILLION SEVEN HUNDRED EIGHTY-TWO THOUSAND NINE HUNDRED TWENTY-EIGHT DOLLARS (\$10,782,928) for the Work to be performed (“Contract Sum”), based on the unit price and/or lump sums established by the Contract Documents. The item numbers, quantities, description, and unit prices applicable under this Contract are reflected in **Exhibit A**, Contractor’s Bid Schedule, in accordance with Contractor’s Unit Pricing and other bid amounts for performance of the Work. Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor. Measurement and payment of the bid items will be in accordance with the Contract Documents.

4.2. During the course of Contractor's performance, if the City, through its Project Manager, specifically requests Contractor to provide additional services beyond the Work described in the Contract Documents, Contractor shall provide such additional services and bill the City a reasonable agreed upon fee, pursuant to a written Change Order, executed in compliance with the provisions of **Section 24**.

4.3. Contractor will be paid for Work for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice, less a five percent (5%) withholding for retainage. Retainage shall be as outlined in the Contract Documents and as specified under ORS 279C.550 to 279C.570. If the City disputes an invoice, the undisputed portion of the invoice will be paid by the City within the above timeframe, less the retainage. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Contractor as promptly as is reasonably possible. Final payment will be held until completion of the final walkthrough, as described in **Section 23**.

4.4. Except as provided in **Section 10.2**, the Contract Price includes the cost of all required fees payable to governmental agencies, including but not limited to plan checking, land use, zoning, and all other similar fees required to perform the Work on the Project.

4.5. The City will be responsible for the direct payment of required fees payable to governmental agencies, including but not limited to plan checking, land use, zoning, and all other similar fees resulting from this Project that are not specifically otherwise provided for in the Contract Documents.

4.6. Contractor's Contract Sum is all inclusive and includes, but is not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, office expenses, travel expenses, mileage, and all other indirect and overhead charges.

4.7. Contract provisions regarding payment policies, progress payments, interest, etc. are as outlined in the 2015 ODOT Standards and Special Provisions in the Contract Documents and in ORS 279C.570.

Section 5. Prevailing Wages

This is a Contract for a Public Works Project, subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this project are those published by the Bureau of Labor and Industries (BOLI), effective January 1, 2019, and all subsequent amendments. The BOLI prevailing wage rates can be found at the following website: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx. Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Work, either by Contractor, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Work, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation

in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. In addition, this Contract is also covered by the federal Davis-Bacon Act (40 USC § 3141 et seq.). Therefore, Contractors and subcontractors shall pay workers or others performing Work contemplated by the Contract the higher of the state or federal prevailing rate of wage, as determined by the Commissioner of the Bureau of Labor and Industries, in accordance with ORS 279C. The Davis-Bacon wage rates can be found at the following website: <https://www.wdol.gov/>. Contractor must comply with all public contracting wages required by law. Contractor and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the Contract for breach. Contractor shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). Contractor shall include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

See **Contractor's Responsibilities** below and other Contract Documents for additional requirements and responsibilities regarding compliance with wage and hour laws and regulations.

Section 6. Water Infrastructure Finance and Innovation Act (WIFIA) Requirements

During the performance of this Contract, Contractor agrees as follows:

6.1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

6.2. Contractor will, in all solicitations or advancements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

6.3. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an

investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

6.4. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

6.5. Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6.6. Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6.7. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended, in whole or in part, and Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

6.8. Contractor will include the provisions of Sections 6.1 through 6.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202, amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971.]

6.9. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other legally available remedies.

6.10. In addition to the foregoing, Contractor agrees to comply with all applicable federal statutes, regulations, and rules, including, without limitation, WIFIA, American Iron and Steel Requirement, Davis-Bacon Wage Requirement, National Environmental Policy Act of 1969, Flood Plain Management, Executive Order 11988, as Amended by Executive Order 13690, and those listed in Exhibit G in the Contract Documents.

Section 7. American Iron and Steel (AIS) Requirement

With respect to the Pipeline Work, Contractor acknowledges, to and for the benefit of the City, Tualatin Valley Water District (TVWD), and the City of Hillsboro, and the Environmental Protection Agency (EPA), that Contractor understands that goods and services under this Contract are being funded with monies made available by the Water Infrastructure Finance and Innovation Act (WIFIA) program, which is administered by the EPA. WIFIA has statutory requirements commonly known as “American Iron and Steel,” which require all of the iron and steel products used in the Project to be produced in the United States (“American Iron and Steel Requirements”), including iron and steel products provided by Contractor pursuant to this Contract and all of Contractor’s subcontracts. Contractor hereby represents and warrants that: (a) Contractor has reviewed and understands the American Iron and Steel Requirements, (b) all of the iron and steel products used in the Project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirements, unless a waiver of the requirement is approved, and (c) Contractor shall provide any further verified information, certification, and assurance of compliance with this Section and information necessary to support a waiver of the American Iron and Steel Requirements, as may be requested by TVWD, Hillsboro, or the EPA. Contractor shall timely provide to the City completed certifications at each step in the manufacturing, production, and handling process for iron and steel used in the Project – including iron and steel used by Contractor’s subcontractors and vendors – in the form attached as Exhibit F in the Contract Documents. Notwithstanding any other provision of this Contract, any failure by Contractor to comply with this Section shall permit the City, TVWD, Hillsboro, and/or the EPA to recover as damages against Contractor any loss, expense, or cost (including, without limitation, attorney’s fees) incurred by the City, TVWD, Hillsboro, or the EPA resulting from any such failure (including, without limitation, any impairment or loss of funding, whether in whole or in part, from the EPA or any damages owed to the EPA by the City, TVWD, or Hillsboro). Although Contractor has no direct contractual privity with the EPA, as a lender to the City, TVWD, or Hillsboro for the funding of the Project, the City, TVWD, Hillsboro, and Contractor agree that the EPA is a third-party beneficiary. Provided that the City, TVWD, or Hillsboro receive funding from the EPA for the Project, neither this Section (nor any other provision of the Contract necessary to give this Section force or effect) shall be amended or waived without the prior written consent of the EPA.

Section 8. Filing of Certified Statement

As required in ORS 279C.845(7), the City will retain twenty-five percent (25%) of any amount earned by Contractor under the Contract until Contractor has filed the certified statements required in ORS 279C.845(1). The City will pay to Contractor the amount withheld within fourteen (14) days after Contractor files the required certified statements. As required in ORS 279C.845(8), Contractor shall retain twenty-five percent (25%) of any amount earned by a first-tier subcontractor on the Project until the first-tier subcontractor has filed with the City the certified statements

required in ORS 279C.845(1). Before paying any amount withheld, Contractor shall verify that the first-tier subcontractor has filed the certified statement. Within fourteen (14) days after the first-tier subcontractor files the required certified statement, Contractor shall pay the first-tier subcontractor any amount withheld. Contractor shall require all other sub-subcontractors to file certified statements regarding payment of prevailing wage rates with the City.

Section 9. Reports to Department of Revenue

When a public contract is awarded to a nonresident bidder and the contract price exceeds Ten Thousand Dollars (\$10,000), Contractor shall promptly report to the Department of Revenue, on forms to be provided by the Department, the total contract price, terms of payment, length of contract, and such other information as the Department may require, before the City will make final payment on the Contract.

Section 10. City's Rights and Responsibilities

10.1. The City will designate a Project Manager who will be the official point of contact between Contractor and the City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff to support the Project. **The Project Manager is the only person with authority to give direction to the Contractor.**

10.2. If applicable, the City will pay the required Bureau of Labor and Industries fee of one-tenth of one percent (0.1%) of the Contract Sum, or as required by statute.

10.3. The City reserves the right to reject any bid or to refuse delivery of materials or services at or from any manufacturer, supplier, or contractor with which the City has reasonable grounds to believe is or may be operating in violation of any local, state, or federal law or which is the subject of pending litigation.

10.4. If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with the Contract as such claim becomes due, the City may, but shall not be obligated to, pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract. The payment of a claim in the manner authorized hereby shall not relieve Contractor or its surety from the obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or services furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined, and the claim, if valid, is paid by Contractor or the City. There shall be no final acceptance of the Work under the Contract until all such claims have been resolved.

10.5. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2018-19. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this Contract early, as described in Section 23.

Section 11. City's Project Manager

The City's Project Manager is Zachary J. Weigel, P.E., Capital Projects Engineering Manager. Although the Scope of Work includes work on a water pipeline owned by TVWD and Hillsboro, all direction to Contractor, for both the Road Work and the Pipeline Work, as defined in the Contract Documents, shall only come from the City's Project Manager.

Section 12. Contractor's Project Manager

Contractor's Project Manager is Amber Hutchison. In the event that Contractor's Project Manager is changed, Contractor shall give the City prompt written notification of such re-designation. Recognizing the need for consistency and knowledge in the administration of the Project, Contractor's Project Manager will not be changed without the written consent of the City, which consent shall not be unreasonably withheld. In the event the City receives any communication from Contractor that is not from Contractor's Project Manager, the City may request verification by Contractor's Project Manager, which verification must be promptly furnished.

Section 13. Project Information

Except for confidential information designated by the City as information not to be shared, Contractor agrees to share Project information with, and to fully cooperate with, those corporations, firms, contractors, public utilities, governmental entities, and persons involved in the Project. No information, news, or press releases related to the Project, whether made to representatives of newspapers, magazines, or television and radio stations, shall be made without the written authorization of the City's Project Manager.

Section 14. Duty to Inform

If at any time during the performance of this Contract, Contractor becomes aware of actual or potential problems, faults, environmental concerns, or defects in the Project, Contract Documents, or Work, or any portion thereof; or of any nonconformance with federal, state, or local laws, rules, or regulations; or if Contractor has any objection to any decision or order made by the City with respect to such laws, rules, or regulations, Contractor shall give prompt written notice thereof to the City's Project Manager. Any delay or failure on the part of the City to provide a written response to Contractor shall neither constitute agreement with nor acquiescence to Contractor's statement or claim, nor constitute a waiver of any of the City's rights.

Section 15. Subcontractors and Assignments

15.1. Unless expressly authorized in writing by the City, pursuant to **Subsection 16.3**, Contractor shall not subcontract with others for any of the Work prescribed herein. Contractor shall not assign any of Contractor's rights acquired hereunder without obtaining prior written approval from the City. Some Work may be performed by persons other than Contractor, provided Contractor advises the City of the names of such subcontractors and the services which they intend to provide, and the City specifically agrees, in writing, to such subcontracting. Contractor acknowledges such services will be provided to the City pursuant to a subcontract(s) between Contractor and

subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Contract, the City incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any attempted assignment of this Contract without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for services performed by others on behalf of Contractor shall not be subject to additional reimbursement by the City.

15.2. The City shall have the right to enter into other agreements for the Project, to be coordinated with this Contract. Contractor shall cooperate with the City and other firms, engineers, or subcontractors on the Project so that all portions of the Project may be completed in the least possible time and within normal working hours. Contractor shall furnish other engineers, subcontractors, and affected public utilities, whose designs are fitted into Contractor's design, detail drawings giving full information so that conflicts can be avoided.

Section 16. Contractor's Responsibilities

16.1. Except as otherwise provided under ORS 30.265, the performance under this Contract is at Contractor's sole risk. The service or services to be rendered under the Contract are those of an independent contractor who is not an officer, employee, or agent of the City, as those terms are used in ORS 30.265. Notwithstanding the Oregon Tort Claims Act or provisions of any other contract, Contractor is acting as and assumes liability of an independent contractor as to claims between the City and Contractor. Contractor is solely liable for any workers compensation coverage, social security, unemployment insurance or retirement payments, and federal or state taxes due as a result of payments under the Contract. Any subcontractor hired by Contractor shall be similarly responsible. Contractor shall be liable to the City for any failure of any subcontractor(s) to comply with the terms of the Contract. This Contract is a public works contract governed by the laws found at ORS Chapter 279C, which Contractor must be familiar with and adhere to. In addition to the Contractor's Responsibilities set forth in the General Conditions and Supplementary Conditions included in the Contract Documents, Contractor also agrees to the following, some of which may also be set forth in the General Conditions:

16.2. Except as otherwise mandated by state law, the performance of Work under this Contract is at Contractor's sole risk. All damages or loss to Work, equipment, or materials incurred during the performance of the Work shall be at Contractor's sole risk. Any injury to persons or property incurred during the performance of the Work shall be at Contractor's sole risk. Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the Contract Sum provided for under **Section 4** of this Contract. Contractor will be solely responsible for determining the manner and means of accomplishing the end result of Contractor's Work. The City does not have the right to control or interfere with the manner or method of accomplishing said Work. The City, however, will have the right to specify and control the results of Contractor's Work so such Work meets the requirements of the Project.

16.3. The City understands and agrees that Contractor may request that some Work be performed on the Project by persons or firms other than Contractor, through a subcontract with Contractor. Contractor acknowledges that if such Work is provided to the City pursuant to a subcontract(s) between Contractor and those who provide such services, Contractor may not utilize

any subcontractor(s), or in any way assign its responsibility under this Contract, without first obtaining the express written consent of the City. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Contractor. References to “subcontractor” in this Contract mean a subcontractor at any tier.

16.4. Contractor shall be responsible for, and defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Contractor’s use of such subcontractor(s) and subcontractor’s negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Contractor shall require that all of Contractor’s subcontractors also comply with, and be subject to, the provisions of this **Section 16** and meet the same insurance requirements of Contractor under this Contract.

16.5. Contractor must make prompt payment for any claims for labor, materials, or services furnished to Contractor by any person in connection with this Contract as such claims become due. Contractor shall not permit any liens or claims to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of Contractor. If Contractor fails, neglects, or refuses to make prompt payment of any such claim, the City may pay such claim to the subcontractor furnishing the labor, materials, or services, and offset the amount of the payment against funds due, or to become due, to Contractor under this Contract. The City may also recover any such amounts directly from Contractor.

16.6. Contractor must comply with all Oregon and federal wage and hour laws, including BOLI wage requirements and the Davis-Bacon Act, if applicable. Contractor shall make all required workers compensation and medical care payments on time. Contractor shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Contractor shall also be fully responsible for payment of salaries, benefits, taxes, and all other charges due on account of any employees. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from Contractor or subcontractor incurred in the performance of this Contract. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of subcontractors or employees shall be Contractor’s responsibility. Contractor shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses.

16.7. No person shall be discriminated against by Contractor or any subcontractor in the performance of this Contract on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Contract, in whole or in part, by the City. Contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Contract or to the implementation of the Project. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Contract or the implementation of the Project: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; (b) Titles VI and VII of the Civil Rights Act of 1964, as amended; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (d) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (e) Executive Order 11246, as amended;

(f) the Health Insurance Portability and Accountability Act of 1996; (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (i) all regulations and administrative rules established pursuant to the foregoing laws; and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations.

16.8. Contractor certifies that Contractor has not discriminated against minority, women, or small business enterprises in obtaining any subcontract.

16.9. Pursuant with ORS 279C.505(2), by execution of this Contract, Contractor agrees to have an employee drug testing program in place at the time of executing the Contract, acknowledges that such a program will be maintained throughout the Contract period, including any extensions, and shall demonstrate to the City that such drug testing program is in place. The failure of Contractor to have, or to maintain, such a drug-testing program is grounds for immediate termination of the Contract. Contractor shall require each subcontractor providing labor for the Project to also comply with this drug testing program requirement.

16.10. Contractor agrees that the City shall not be liable, either directly or indirectly, in any dispute arising out of the substance or procedure of Contractor's drug testing program. Nothing in this drug testing provision shall be construed as requiring Contractor to violate any legal, including constitutional, rights of any employee, including but not limited to selection of which employees to test and the manner of such testing. The City shall not be liable for Contractor's negligence in establishing or implementing, or failure to establish or implement, a drug testing policy or for any damage or injury caused by Contractor's employees acting under the influence of drugs while performing Work covered by the Contract. These are Contractor's sole responsibilities, and nothing in this provision is intended to create any third party beneficiary rights against the City.

16.11. Contractor is solely responsible for ensuring that any subcontractor selection and substitution is in accordance with all legal requirements. The City shall not be liable, either directly or indirectly, in any dispute arising out of Contractor's actions with regard to subcontractor selection and/or substitution.

16.12. Contractor shall make payment promptly, as due, to all parties supplying to such Contractor labor or material for the prosecution of the Work provided for in the Contract Documents, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.

16.13. By execution of this Contract, as required by ORS 305.385(6), Contractor certifies under penalty of perjury that to the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4).

16.14. Contractor agrees that if Contractor or a first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with this Contract within thirty (30) days after receiving payment from the City or a contractor, Contractor or the first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten (10) day period within which payment is due under ORS 279C.580(3)(a) and ending upon

final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due shall be calculated in accordance with ORS 279C.515(2). The amount of interest may not be waived.

16.15. Contractor agrees that if Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

16.16. Contractor shall make payment promptly, as due, to any party furnishing medical, surgical, hospital, or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums which Contractor agreed to pay for the services or collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

16.17. Contractor and all subcontractors shall comply with the provisions of ORS 279C.540 pertaining to maximum hours, holidays, and overtime. With certain exceptions listed below, Contractor shall not require or permit any person to work more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in case of necessity, emergency, or where public policy requires it, and in such cases the person shall be paid at least time and a half for:

16.17.1. All overtime in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week when the work week is five (5) consecutive days, Monday through Friday; or

16.17.2. All overtime in excess of ten (10) hours in any one (1) day or forty (40) hours in any one (1) week when the work week is four (4) consecutive days, Monday through Friday; and

16.17.3. All work performed on the days specified in ORS 279C.540(1)(b) for public improvement contracts.

16.18. Contractor and all subcontractors shall comply with the provisions of ORS 279C.545 pertaining to time limitation on claims for overtime and requirements for posting circulars containing said provisions.

16.19. For personal/professional service contracts, as designated under ORS 279A.055, instead of 16.17.1, 16.17.2, and 16.17.3 above, a laborer shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one (1) week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC §§ 201 to 209 from receiving overtime.

16.20. Contractor shall follow all other exceptions, pursuant to ORS 279B.235 (for non-public improvement contracts) and ORS 279C.540 (for public improvement contracts), including contracts involving a collective bargaining agreement, contracts for services, and contracts for fire prevention or suppression.

16.21. Contractor must give notice to employees who work on a public contract, in writing, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

16.22. The hourly rate of wage to be paid by any Contractor or subcontractor to employed workers or other persons doing or contracting to do all or part of the work contemplated by a public contract shall be not less than the applicable wage required by law.

16.23. Contractor, its subcontractors, and all employers working under the Contract are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017 and provide the required workers compensation coverage, unless otherwise exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

16.24. In the performance of this Contract, Contractor shall comply with all applicable federal, state, and local laws, municipal codes, regulations, rules, and ordinances, including but not limited to those dealing with public contracts (ORS Chapter 279C) and with the prevention of environmental pollution and the preservation of natural resources (and avoidance of natural resource damages) in the performance of the Contract, including but not limited to ORS 279C.525. To the extent that known environmental and natural resource risks are specifically noted, shown, or specified in the Contract Documents or on the construction drawings, such risks are allocated to Contractor pursuant with ORS 279C.525(8)(a). If new or amended statutes, ordinances, rules, or regulations are adopted, or Contractor encounters a condition not referred to in this Contract, not caused by Contractor, and that was not discoverable by reasonable site inspection which requires compliance with federal, state, or local laws, codes, or regulations dealing with the preservation of the environment, both the City and Contractor shall have all the rights and obligations set forth in ORS 279C.525.

16.25. Contractor shall be liable for any fine imposed against Contractor, the City or the 'Project' as a result of a violation of any laws or permitting requirements by Contractor or any of its subcontractors or their sub-subcontractors or any suppliers.

16.26. Pursuant to ORS 279B.055, Contractor shall use recyclable products to the maximum extent economically feasible, and in full conformance with the Contract Document Specifications, in the performance of the Work.

Section 17. Subcontractor Requirements

17.1. If subcontractors are permitted, Contractor's relations with subcontractors shall comply with ORS 279C.580. Pursuant with ORS 279C.580(3), each subcontract for property or services that Contractor enters into with a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract, shall include:

17.1.1. A payment clause that obligates Contractor to pay the first-tier subcontractor for satisfactory performance under the subcontract within ten (10) days out of such amounts as are paid to Contractor by the City under the public improvement contract; and

17.1.2. An interest penalty clause that obligates Contractor, if payment is not made within 30 days after receipt of payment from the City, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause outlined in **Subsection 17.1.1** above. A contractor or first-tier subcontractor may not be obligated to pay an interest penalty if the only reason that the contractor or first-tier subcontractor did not make payment when payment was due is that the contractor or first-tier subcontractor did not receive payment from the City or Contractor when payment was due. The interest penalty period shall begin on the day after the required payment date and end on the date on which payment of the amount due is made and shall be computed at the rate specified in ORS 279C.515(2).

17.2. Contractor shall include in each subcontract, as a condition of performance of such contract, a provision requiring the first-tier subcontractor to include a payment clause and interest penalty clause, conforming to the standards set forth in **Subsections 17.1.1 and 17.1.2** above, in each of its subcontracts and requiring that the same clauses be included in any of the first-tier subcontractors' subcontracts with a lower-tier subcontractor or supplier.

17.3. Contractor shall certify that all subcontractors, as described in ORS 701.005(2), will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 or 701.026, respectively, before the subcontractors commence Work under the Contract.

17.4. In no event shall any subcontract be awarded to any person or entity debarred, suspended, or disqualified from federal, state, or municipal contracting.

17.5. Contractor shall include this Contract by reference in any subcontract and require subcontractors to perform in strict compliance with this Contract.

Section 18. Environmental Laws

18.1. Although the City is not aware of any of the following, before beginning construction, Contractor shall determine if there is any asbestos, lead paint, or other hazardous materials that will be removed or disturbed as a part of the Project. If disturbance or removal is required, Contractor will advise the City, in writing, and will provide the City with a detailed written supplemental Scope of Work concerning how such disturbance or removal will be accomplished and how materials, if any, will be disposed of, all in accordance with State and Federal environmental laws. Work required due to the finding of any such hazardous materials will require a written Change Order.

18.2. Contractor shall perform all Work in compliance with permits for the Project issued by any state, federal, or local agency, including but not limited to the Oregon Department of State

Lands, the Oregon Department of Environmental Quality, and the federal Environmental Protection Agency, and shall maintain a copy of these permits on the job site at all times.

18.3. In compliance with the provisions of ORS 279C.525, the following is a list of federal, state, and local agencies, of which the City has knowledge, that have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the Contract:

FEDERAL AGENCIES:

Forest Service
 Defense, Department of
 Environmental Protection Agency
 Bureau of Sport Fisheries and Wildlife
 Bureau of Land Management
 Bureau of Reclamation
 Occupational Safety and Health Administration
 Coast Guard

Agriculture, Department of
 Soil Conservation Service
 Army Corps of Engineers
 Interior, Department of
 Bureau of Outdoor Recreation
 Bureau of Indian Affairs
 Labor, Department of
 Transportation, Department of
 Federal Highway Administration

STATE AGENCIES:

Environmental Quality, Department of
 Forestry, Department of
 Human Resources, Department of
 Soil and Water Conservation Commission
 State Land Board

Agriculture, Department of
 Fish and Wildlife, Department of
 Geology and Mineral Industries, Department of
 Land Conservation and Development Commission
 National Marine Fisheries Service (NMFS)
 State Engineer
 Water Resources Board

LOCAL AGENCIES:

County Courts
 Port Districts
 County Service Districts
 Water Districts

City Council
 County Commissioners, Board of
 Metropolitan Service Districts
 Sanitary Districts
 Fire Protection Districts

This list may not be all-inclusive, and it is the responsibility of Contractor to know all applicable laws and to comply with them in the performance of this Contract.

18.4. Pursuant with ORS 279C.510(1), if this Contract calls for demolition work, Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

18.5. Pursuant with ORS 279C.510(2), if this Contract calls for lawn or landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

18.6. Contractor shall be responsible for the immediate clean-up, remediation, reporting, and payment of fines, if any, related to the release of any hazardous substance or material by Contractor or any subcontractor.

Section 19. Indemnity

19.1. Indemnification. Contractor acknowledges responsibility for liability arising out of the performance of this Contract, and shall defend, indemnify, and hold the City harmless from any

and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Contractor's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Contract, or from Contractor's failure to perform its responsibilities as set forth in this Contract. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Contractor shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Contractor of its responsibility to perform in full conformity with the City's requirements, as set forth in this Contract, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Contractor's negligent performance of this Contract, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 19.2**. Contractor shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Contractor. As used herein, the term "Contractor" applies to Contractor and its own agents, employees, and suppliers, and to all of Contractor's subcontractors, including their agents, employees, and suppliers.

19.2. Standard of Care. In the performance of the Work, Contractor agrees to use that degree of care and skill exercised under similar circumstances by reputable members of Contractor's profession, practicing in the Portland metropolitan area. Contractor will re-perform any services not meeting this standard without additional compensation. Contractor's re-performance of any services, even if done at the City's request, shall not be considered as a limitation or waiver by the City of any other remedies or claims it may have arising out of Contractor's failure to perform in accordance with the applicable standard of care of this Contract and within the prescribed timeframe.

Section 20. Insurance

20.1. Insurance Requirements. Contractor must maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities or Work hereunder. Any and all agents or subcontractors with which Contractor contracts for any portion of the Work must have insurance that conforms to the insurance requirements in this Contract. Additionally, if a subcontractor is an engineer, architect, or other professional, Contractor must require the subcontractor to carry Professional Errors and Omissions insurance and must provide to the City proof of such coverage. The amount of insurance carried is in no way a limitation on Contractor's liability hereunder. The policy or policies of insurance maintained by Contractor shall provide at least the following minimum limits and coverages at all times during performance of this Contract:

20.1.1. Commercial General Liability Insurance. Contractor and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Contract, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Contract and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$5,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of

\$2,000,000 per occurrence, Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical Expense (any one person) in the minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Contract.

20.1.2. Business Automobile Liability Insurance. If Contractor or any subcontractors will be using a motor vehicle in the performance of the Work herein, Contractor shall provide the City a certificate indicating that Contractor and its subcontractors have business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than **\$2,000,000**.

20.1.3. Pollution Liability Coverage. Contractor shall carry sudden and accidental and gradual release pollution liability coverage that will cover, among other things, any spillage of paints, fuels, oils, lubricants, de-icing, anti-freeze or other hazardous materials, or disturbance of any hazardous materials, as that term is defined under Oregon law, during the performance of this Contract. Contractor will be fully responsible for the cost of any clean-up of any released materials or disturbance, in accordance with Oregon Department of Environmental Quality (“DEQ”) and Federal Environmental Protection Agency (“EPA”) clean-up requirements. The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$5,000,000** general aggregate.

20.1.4. Workers Compensation Insurance. Contractor, its subcontractors, and all employers providing work, labor, or materials under this Contract that are subject employers under the Oregon Workers Compensation Law shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer’s Liability Insurance with coverage limits of not less than **\$500,000** each accident.

20.1.5. Insurance Carrier Rating. Coverages provided by Contractor and its subcontractors must be underwritten by an insurance company deemed acceptable by the City, with an AM Best Rating of A or better. The City reserves the right to reject all or any insurance carrier(s) with a financial rating that is unacceptable to the City.

20.1.6. Additional Insured & Termination Endorsements. Additional Insured coverage under Contractor’s Commercial General Liability, Automobile Liability, Pollution Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent will be provided. The following is included as additional insured: “The City of Wilsonville and its elected and appointed officials, officers, agents, employees, and volunteers; the City of Hillsboro and its elected

and appointed officials, officers, agents, employees, and volunteers; and Tualatin Valley Water District and its elected and appointed officials, officers, agents, employees, and volunteers. An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days' written notification of any termination or major modification of the insurance policies required hereunder. Contractor must be an additional insured on the insurance policies obtained by its subcontractors performing any of the Work contemplated under this Contract.

20.1.7. Certificates of Insurance. As evidence of the insurance coverage required by this Contract, Contractor shall furnish a Certificate of Insurance to the City. This Contract shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the City. Contractor agrees that it will not terminate or change its coverage during the term of this Contract without giving the City at least thirty (30) days' prior advance notice and Contractor will obtain an endorsement from its insurance carrier, in favor of the City, requiring the carrier to notify the City of any termination or change in insurance coverage, as provided above.

20.2. Primary Coverage. The coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Contractor shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are "Claims Made" policies, Contractor will be required to maintain such policies in full force and effect throughout any warranty period.

Section 21. Bonding Requirements

21.1. Payment and Performance Bonds. Contractor shall obtain a Payment Bond and a Performance Bond, each in a form acceptable to the City and from a surety acceptable to the City, and each in the full amount of the Contract Sum.

21.2. Maintenance/Warranty Bond. Contractor shall maintain a two (2) year Maintenance/Warranty Bond, in a form acceptable to the City and from a surety acceptable to the City, in the amount of ten percent (10%) of the Contract Sum.

21.3. Landscaping Bond. Contractor shall also maintain a two (2) year Landscape Warranty Bond, in a form acceptable to the City and from a surety acceptable to the City, for maintenance and replacement of all landscaping material in accordance with **Public Works Standards Section 201.10.03**. The landscape maintenance bond shall be for 10% of the amount required to maintain and replace the landscaping installed with the Project. At the one-year time frame in the maintenance period, the City shall perform an inspection of the landscaping and provide Contractor with a landscape replacement list. Contractor shall have 30 days to replace landscaping, as directed, and warranty all new landscaping for an additional two (2) year maintenance period.

21.4. Public Works Bond. Pursuant to ORS 279C.830(2), in addition to the Payment and Performance bonds, before starting work on this Contract or any subcontract hereunder, Contractor and all subcontractors, unless exempt under ORS 279C.836(4), (7), (8), or (9), must have on file with the Construction Contractors Board a public works bond with a corporate surety authorized to

do business in the State of Oregon in the minimum amount of **\$30,000**. The bond must provide that the Contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under ORS 279C.836, unless the surety sooner cancels the bond. Contractor further certifies that Contractor will include in every subcontract a provision requiring a subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the Project, unless exempt under ORS 279C.836(4), (7), (8), or (9).

21.5. Completion Bond. Contractor shall also maintain a two (2) year Completion Bond, in a form acceptable to the City and from a surety acceptable to the City, in the full amount of the Contract Sum.

21.6. Bond Claims. Any notice of claim on a payment or performance bond, public works bond shall comply with the requirements of ORS 279C.605.

19.7 Assignment of Bond. All bonds will name the City as the beneficiary but will also provide that they can be assigned by the City to Hillsboro and/or TVWD as additional beneficiaries thereunder.

Section 22. Warranty

22.1. Contractor shall fully warranty all Work, including but not limited all landscaping included in the Contract, for a period of two (2) years from the date of Final Acceptance of all Work.

22.2. In addition to, and not in lieu of, any other warranties provided by various manufacturers and suppliers, Contractor fully warrants all Work for a period of two (2) years from the date of Final Acceptance of the Work and shall make all necessary repairs and replacements to remedy, in a manner satisfactory to the City's Project Manager and at no cost to the City, any and all defects, breaks, or failures of the Work occurring within two (2) years following the date of completion due to faulty or inadequate materials, workmanship, or maintenance. Repair of damage or disturbances to other improvements under, within, or adjacent to the Work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of Contractor in performing Contractor's duties and obligations under this Contract, is also covered by the warranty when such defects or damage occur within the warranty period. The two (2) year warranty period shall, with relation to such required repair, be extended two (2) years from the date of completion of such repair.

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

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

Section 23. Early Termination; Default

23.1. This Contract may be terminated prior to the expiration of the agreed upon terms:

23.1.1. By mutual written consent of the parties;

23.1.2. By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Contractor by mail or in person. The City retains the right to elect whether or not to proceed with actual construction of the Project; or

23.1.3. By the City if Contractor breaches this Contract and fails to cure the breach within ten (10) days of receipt of written notice of the breach from the City.

23.2. If the City terminates this Contract in whole or in part, due to default or failure of Contractor to perform Work in accordance with the Contract, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Contractor shall be liable for all costs and damages incurred by the City as a result of the default by Contractor, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Contract. This Contract shall be in full force to the extent not terminated by written notice from the City to Contractor. In the event of a default, the City will provide Contractor with written notice of the default and a period of ten (10) days to cure the default. If Contractor notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Contract and seek remedies for the default, as provided above.

23.3. If the City terminates this Contract for its own convenience not due to any default by Contractor, payment of Contractor shall be prorated to, and include the day of, termination and shall be in full satisfaction of all claims by Contractor against the City under this Contract.

23.4. Termination under any provision of this section shall not affect any right, obligation, or liability of Contractor or the City that accrued prior to such termination. Contractor shall surrender to the City items of work or portions thereof, referred to in **Section 26**, for which Contractor has received payment or the City has made payment.

Section 24. Suspension of Work

The City may suspend, delay, or interrupt all or any part of the Work for such time as the City deems appropriate for its own convenience by giving written notice thereof to Contractor. An adjustment

in the time of performance or method of compensation shall be negotiated as a result of such delay or suspension, unless the reason for the delay was within Contractor's control. The City shall not be responsible for Work performed by any subcontractors after notice of suspension is given by the City to Contractor.

Section 25. Substantial Completion, Final Completion, and Liquidated Damages

25.1. Contractor's Project Manager and City's Project Manager shall conduct a final inspection of the Project when Contractor believes the Work is substantially complete, and create a project corrections list ("punch list") of items to be completed before final payment will be made. Substantial Completion means that the Work is completed, the roadway is fully functional and ready for use, the water pipeline is fully installed securely underground, all land restoration and landscaping has been completed, and there are only minor punch list items remaining that do not significantly impact the road, the pipeline, or the surrounding properties and landscaping. Unless otherwise agreed to, in writing, by both parties, the punch list items will be completed within twenty (20) thereof, and then a final walk-through will occur to confirm all punch list items have been completed. Final payment will occur upon completion of all punch list items ("Final Completion") as determined by final acceptance by the City ("Final Acceptance"). Substantial Completion must occur on or before November 30, 2020 or liquidated damages will apply. The parties agree that delay damages can be significant but are often difficult to quantify and costly to litigate; therefore Contractor and the City agree that the sums set forth below in **Section 25.3** and **Section 25.4** shall apply as liquidated damages for every day the Project is not completed beyond the Substantial Completion and Final Completion dates.

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

25.3. Liquidated damages shall apply against Contractor and accrue to the City at the rate of One Thousand Dollars (\$1,000) for each day that expires after the time specified for Substantial Completion of all Work until the Work reaches Substantial Completion.

25.4. If Contractor shall neglect, fail, or refuse to complete the remaining Work on the punch list by the Final Completion date of December 31, 2020, or any written extension thereof granted by the City, Contractor shall pay the City Two Thousand Dollars (\$2,000) for each day that expires after the time specified above for the Work to reach Final Completion and be ready for final payment. Retainage will not be released before Final Completion is established.

25.5. The parties further agree that this amount of liquidated damages is a reasonable forecast of just compensation for the harm caused by any breach and that this harm is one which is

impossible or very difficult to estimate. In addition to the liquidated damages above, Contractor shall reimburse the City for all costs incurred by the City for engineering, inspection, and project management services required beyond the time specified for Substantial Completion. Contractor shall also reimburse the City for all costs incurred for inspection and project management services required due to punch list items not completed within the time allotted for Final Acceptance. If Contractor fails to reimburse the City directly, the City will deduct the cost from Contractor's final pay request.

25.6. Contractor will not be responsible for liquidated damages or be deemed to be in default by reason of delays in performance due to reasons beyond Contractor's reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or actions of unrelated third parties not under Contractor's direction and control that preclude Contractor from performing the Work ("Force Majeure"). In the case of the happening of any Force Majeure event, the time for completion of the Work will be extended accordingly and proportionately by the City, in writing. Poor weather conditions, unless extreme, lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

Section 26. Contract Modification/Change Orders

Any modification of the provisions of this Contract shall not be enforceable or binding unless reduced to writing and signed by both the City and Contractor. A modification is a written document, contemporaneously executed by the City and Contractor, which increases or decreases the cost to the City over the agreed Contract Sum in **Section 4** of this Contract, or changes or modifies the Work or the time for performance. In the event Contractor receives any communication of whatsoever nature from the City, which communication Contractor contends gives rise to any modification of this Contract, Contractor shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of a Change Order. Contractor's failure to submit such written request for modification in the form of a Change Order shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Contract affecting any change in price, Contractor shall submit a complete breakdown of labor, material, equipment, and other costs. If Contractor incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Change Order. To be enforceable, the Change Order must describe with particularity the nature of the change, any delay in time the Change Order will cause, or any increase or decrease in the Contract Sum. The Change Order must be signed and dated by both Contractor and the City before the Change Order may be implemented.

Section 27. Dispute Resolution

In the event of a dispute concerning performance of this Contract, the parties agree to meet to negotiate the problem. If such negotiation fails, the parties will mediate the dispute using a professional mediator, and the parties will split the cost. If the dispute cannot be resolved in either of the foregoing ways within thirty (30) days, either party may file suit in Clackamas County Circuit Court. In the alternative, at the City's election, the parties may follow the dispute resolution procedures found in the Special Provisions.

Section 28. Access to Records

The City shall have access, upon request, to such books, documents, receipts, papers, and records of Contractor as are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts during the term of this Contract and for a period of four (4) years after termination of the Contract, unless the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Contract.

Section 29. As-Builts

Contractor must provide redlined as-builts prior to Final Acceptance. As-builts must be provided in electronic format.

Section 30. Notices

Any notice required or permitted under this Contract shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City: City of Wilsonville
 Attn: Zach Weigel, Capital Projects Engineering Manager
 29799 SW Town Center Loop East
 Wilsonville, OR 97070

To Contractor: Moore Excavation, Inc.
 Attn: Amber Hutchison
 PO Box 789
 5501 NE 223rd Avenue
 Fairview, OR 97024

Section 31. Miscellaneous Provisions

31.1. Integration. This Contract contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these documents, the provisions of this Contract shall control.

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

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

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

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

31.6. Jurisdiction. Venue for any dispute will be in Clackamas County Circuit Court.

31.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Contract or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Contract, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

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

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

31.10. Modification. This Contract may not be modified except by written instrument executed by Contractor and the City.

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

31.12. Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall

exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Contract, the first day from which the designated period of time begins to run shall not be included.

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

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

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

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

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

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

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

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

31.21. Authority. Each party signing on behalf of Contractor and the City hereby warrants actual authority to bind their respective party.

The Contractor and the City hereby agree to all provisions of this Contract.

CONTRACTOR:

CITY:

MOORE EXCAVATION, INC.

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

Barbara A. Jacobson, City Attorney
City of Wilsonville, Oregon

Moore Excavation, Inc.

EXHIBIT A

Garden Acres Road & PLM_1.2 Water Transmission Line

Project #4201

BID SCHEDULE

Schedule A – Garden Acres Roadway Work

| Bid Item No. | Bid Items | Unit | Quantity | Unit Cost | Total Cost |
|--------------|---|------|----------|------------|------------|
| A-1 | Mobilization (8% max.) | L.S. | 1 | 800,000.00 | 800,000.00 |
| A-2 | Temporary Work Zone Traffic Control, Complete | L.S. | 1 | 115,000.00 | 115,000.00 |
| A-3 | Erosion Control | L.S. | 1 | 14,000.00 | 14,000.00 |
| A-4 | Compost Filter Berm | L.F. | 6,680 | 2.75 | 18,370.00 |
| A-5 | Construction Entrance | Each | 2 | 3,500.00 | 7,000.00 |
| A-6 | Concrete Washout Facility | Each | 2 | 700.00 | 1,400.00 |
| A-7 | Inlet Protection, Type 4 | Each | 137 | 125.00 | 17,125.00 |
| A-8 | Inlet Protection, Type 5 | Each | 16 | 125.00 | 2,000.00 |
| A-9 | Orange Construction Fencing | L.F. | 225 | 4.00 | 900.00 |
| A-10 | Construction Signing | Each | 2 | 1,300.00 | 2,600.00 |
| A-11 | Temporary Access Road | L.S. | 1 | 50,000.00 | 50,000.00 |
| A-12 | Clearing and Grubbing | L.S. | 1 | 110,000.00 | 110,000.00 |
| A-13 | Tree Protection Fencing | L.F. | 700.0 | 8.00 | 5,600.00 |
| A-14 | Removal of Structures and Obstructions | L.S. | 1 | 30,000.00 | 30,000.00 |
| A-15 | General Excavation | C.Y. | 5,570 | 44.00 | 245,080.00 |
| A-16 | 12 Inch Subgrade Stabilization | S.Y. | 750 | 29.00 | 21,750.00 |
| A-17 | Subgrade Geotextile | S.Y. | 13,480 | 0.80 | 10,784.00 |
| A-18 | 8 Inch Storm Pipe, DIP | L.F. | 331 | 50.00 | 16,550.00 |
| A-19 | 10 Inch Storm Pipe, PVC | L.F. | 200 | 110.00 | 22,000.00 |
| A-20 | 10 Inch Storm Pipe, C-900 | L.F. | 355 | 118.00 | 41,890.00 |
| A-21 | 12 Inch Storm Pipe, PVC | L.F. | 55 | 145.00 | 7,975.00 |
| A-22 | 18 Inch Storm Pipe, PVC | L.F. | 554 | 230.00 | 127,420.00 |
| A-23 | 21 Inch Storm Pipe, PVC | L.F. | 33 | 232.00 | 7,656.00 |
| A-24 | 30 Inch Storm Pipe, PVC | L.F. | 783 | 260.00 | 203,580.00 |
| A-25 | 36 Inch Storm Pipe, PVC | L.F. | 1,018 | 335.00 | 341,030.00 |

BID SCHEDULE
ADDENDUM #02

I-21

May 17, 2019

EXHIBIT A

Garden Acres Road & PLM_1.2 Water Transmission Line

Project #4201

| | | | | | |
|------|--|------|--------|------------------|-------------------|
| A-26 | 42 Inch Storm Pipe, PVC | L.F. | 1,032 | <u>345.00</u> | <u>356,040.00</u> |
| A-27 | 48 Inch Storm Pipe, PVC | L.F. | 1,092 | <u>385.00</u> | <u>420,420.00</u> |
| A-28 | 8 Inch Sanitary Pipe, C-900 | L.F. | 584 | <u>280.00</u> | <u>163,520.00</u> |
| A-29 | 18 Inch Sanitary Pipe, C-905 | L.F. | 1,530 | <u>370.00</u> | <u>566,100.00</u> |
| A-30 | Concrete Manholes, 48" Sanitary | Each | 5 | <u>12,500.00</u> | <u>62,500.00</u> |
| A-31 | Concrete Manholes, 60" Storm w/ Inside Drop | Each | 9 | <u>13,000.00</u> | <u>117,000.00</u> |
| A-32 | Concrete Manholes, 72" Storm w/ Inside Drop | Each | 9 | <u>15,500.00</u> | <u>139,500.00</u> |
| A-33 | Concrete Manholes, 72" Storm w/ Orifice | Each | 1 | <u>16,400.00</u> | <u>16,400.00</u> |
| A-34 | Concrete Inlets, Type Planter Inlet | Each | 123 | <u>325.00</u> | <u>39,975.00</u> |
| A-35 | Catch Basin, Ditch Inlet | Each | 3 | <u>1,800.00</u> | <u>5,400.00</u> |
| A-36 | Catch Basin, G-2 | Each | 1 | <u>2,700.00</u> | <u>2,700.00</u> |
| A-37 | Catch Basin, CG-30 | Each | 12 | <u>2,800.00</u> | <u>33,600.00</u> |
| A-38 | Catch Basin, CG-30 Lid on Flat Top Manhole | Each | 1 | <u>4,400.00</u> | <u>4,400.00</u> |
| A-39 | Catch Basin, Beehive | Each | 25 | <u>1,500.00</u> | <u>37,500.00</u> |
| A-40 | Sanitary Sewer Cleanout | Each | 14 | <u>1,200.00</u> | <u>16,800.00</u> |
| A-41 | Minor Adjustment of Manholes | Each | 2 | <u>1,100.00</u> | <u>2,200.00</u> |
| A-42 | Major Adjustment of Manholes | Each | 1 | <u>2,300.00</u> | <u>2,300.00</u> |
| A-43 | Adjusting Boxes | Each | 31 | <u>75.00</u> | <u>2,325.00</u> |
| A-44 | Connect to Existing Structures | Each | 15 | <u>1,000.00</u> | <u>15,000.00</u> |
| A-45 | 3/4"-0" Aggregate Base | C.Y. | 2,488 | <u>40.00</u> | <u>99,520.00</u> |
| A-46 | 1 1/2"-0" Aggregate Base | C.Y. | 1,700 | <u>40.00</u> | <u>68,000.00</u> |
| A-47 | Level 3, 1/2 Inch ACP Mixture | Ton | 1,690 | <u>98.00</u> | <u>165,620.00</u> |
| A-48 | Plain Concrete Pavement, Dowelled, 8.5 Inches Thick | S.Y. | 10,203 | <u>77.00</u> | <u>785,631.00</u> |
| A-49 | Extra for Asphalt Approaches | Each | 19 | <u>1,100.00</u> | <u>20,900.00</u> |
| A-50 | Extra for Asphalt Drainage Curb | L.F. | 162 | <u>8.00</u> | <u>1,296.00</u> |
| A-51 | Concrete Curb, Concrete Street Curb and Gutter | L.F. | 628 | <u>24.00</u> | <u>15,072.00</u> |
| A-52 | Concrete Curb, Asphalt Street Curb and Gutter | L.F. | 149 | <u>32.00</u> | <u>4,768.00</u> |
| A-53 | Concrete Curb, Stormwater Planter Modified Curb & Gutter | L.F. | 2,694 | <u>59.00</u> | <u>158,946.00</u> |

Moore Excavation, Inc. EXHIBIT A

Garden Acres Road & PLM_1.2 Water Transmission Line

Project #4201

| | | | | | |
|------|--|------|--------|------------------|-------------------|
| A-54 | Concrete Curb, Standard 6" Curb | L.F. | 43 | <u>42.00</u> | <u>1,806.00</u> |
| A-55 | Concrete Curb, Standard 4" Curb | L.F. | 205 | <u>26.00</u> | <u>5,330.00</u> |
| A-56 | Concrete Curb, Stormwater Planter Perimeter Curb | L.F. | 2,993 | <u>62.00</u> | <u>185,566.00</u> |
| A-57 | Concrete Driveways | S.F. | 6,331 | <u>11.00</u> | <u>69,641.00</u> |
| A-58 | Concrete Sidewalks | S.F. | 16,958 | <u>6.50</u> | <u>110,227.00</u> |
| A-59 | 4 Inch Concrete Bike Path | S.F. | 20,676 | <u>6.00</u> | <u>124,056.00</u> |
| A-60 | Extra for Curb Ramps | Each | 7 | <u>1,200.00</u> | <u>8,400.00</u> |
| A-61 | Truncated Domes on New Surfaces | S.F. | 91 | <u>24.00</u> | <u>2,184.00</u> |
| A-62 | Pavement Line Removal | LF | 1,750 | <u>0.90</u> | <u>1,575.00</u> |
| A-63 | Pavement Legend Removal | Each | 2 | <u>80.00</u> | <u>160.00</u> |
| A-64 | Mono-Directional White Type 1 Markers | Each | 14 | <u>7.00</u> | <u>98.00</u> |
| A-65 | Bi-Directional Yellow Type 1 Markers | Each | 93 | <u>7.00</u> | <u>651.00</u> |
| A-66 | Pavement Legend, Type B-HS: Arrows | Each | 4 | <u>300.00</u> | <u>1,200.00</u> |
| A-67 | Pavement Legend, Type B-HS: Bicycle Lane Stencil | Each | 11 | <u>300.00</u> | <u>3,300.00</u> |
| A-68 | Pavement Bar, Type B-HS | S.F. | 300 | <u>8.50</u> | <u>2,550.00</u> |
| A-69 | Pavement Legend, Type B-HS: Green Bike Path Driveway Marking | S.F. | 1,400 | <u>12.00</u> | <u>16,800.00</u> |
| A-70 | Remove Existing Signs | L.S. | 1 | <u>1,100.00</u> | <u>1,100.00</u> |
| A-71 | Remove and Reinstall Existing Signs | L.S. | 1 | <u>800.00</u> | <u>800.00</u> |
| A-72 | Sign Support Footings | L.S. | 1 | <u>3,200.00</u> | <u>3,200.00</u> |
| A-73 | Perforated Steel Square Tube Slip Base Sign Supports | L.S. | 1 | <u>2,100.00</u> | <u>2,100.00</u> |
| A-74 | Perforated Steel Square Tube Anchor Sign Supports | L.S. | 1 | <u>5,400.00</u> | <u>5,400.00</u> |
| A-75 | Signs, Standard Sheeting, Sheet Aluminum | S.F. | 117 | <u>32.00</u> | <u>3,744.00</u> |
| A-76 | Pole Foundations | L.S. | 1 | <u>22,000.00</u> | <u>22,000.00</u> |
| A-77 | Luminaires, Lamps, and Ballasts | L.S. | 1 | <u>38,000.00</u> | <u>38,000.00</u> |
| A-78 | Switching, Conduit, and Wiring | L.S. | 1 | <u>12,000.00</u> | <u>12,000.00</u> |
| A-79 | Lighting Poles and Arms | L.S. | 1 | <u>89,000.00</u> | <u>89,000.00</u> |
| A-80 | Water Quality Planter, 18" Soil Media | S.F. | 5,278 | <u>22.00</u> | <u>116,116.00</u> |

BID SCHEDULE
ADDENDUM #02

I-23

May 17, 2019

Moore Excavation, Inc.

Garden Acres Road & PLM_1.2 Water Transmission Line

Project #4201

| | | | | | |
|-------|--|------|-------|------------------|-------------------|
| A-81 | Water Quality Planter, 30" Soil Media | S.F. | 4,963 | <u>24.00</u> | <u>119,112.00</u> |
| A-82 | Water Quality Ditch | L.F. | 311 | <u>22.00</u> | <u>6,842.00</u> |
| A-83 | Permanent Seeding | Acre | 0.78 | <u>3,000.00</u> | <u>2,340.00</u> |
| A-84 | Topsoil | C.Y. | 890 | <u>52.00</u> | <u>46,280.00</u> |
| A-85 | Deciduous Trees, 2" Caliper | Each | 89 | <u>400.00</u> | <u>35,600.00</u> |
| A-86 | Shrubs, #5 Container | Each | 382 | <u>35.00</u> | <u>13,370.00</u> |
| A-87 | Groundcovers, #1 Container | Each | 4,692 | <u>11.00</u> | <u>51,612.00</u> |
| A-88 | Wetland Plants, #1 Container | Each | 2,990 | <u>14.00</u> | <u>41,860.00</u> |
| A-89 | Bark Mulch | C.Y. | 92 | <u>60.00</u> | <u>5,520.00</u> |
| A-90 | Root Barrier | L.F. | 3,560 | <u>8.50</u> | <u>30,260.00</u> |
| A-91 | Monument Boxes | Each | 6 | <u>500.00</u> | <u>3,000.00</u> |
| A-92 | Remove and Reinstall Mailbox Supports | Each | 13 | <u>325.00</u> | <u>4,225.00</u> |
| A-93 | Irrigation System | L.S. | 1 | <u>82,000.00</u> | <u>82,000.00</u> |
| A-94 | 2 Inch Potable Water Pipe, Fittings and Couplings with Class B Backfill | L.F. | 50 | <u>52.00</u> | <u>2,600.00</u> |
| A-95 | 6 Inch Potable Water Pipe, Fittings and Couplings with Class B Backfill | L.F. | 34 | <u>100.00</u> | <u>3,400.00</u> |
| A-96 | 8 Inch Potable Water Pipes, Fittings and Couplings with Class B Backfill | L.F. | 498 | <u>115.00</u> | <u>57,270.00</u> |
| A-97 | 12 Inch Potable Water Pipe, Fittings and Couplings with Class B Backfill | L.F. | 55 | <u>145.00</u> | <u>7,975.00</u> |
| A-98 | 18 Inch Potable Water Pipe, Fittings and Couplings with Class B Backfill | L.F. | 8 | <u>900.00</u> | <u>7,200.00</u> |
| A-99 | 8 Inch Connection to 18 Inch Existing Main | Each | 15 | <u>5,600.00</u> | <u>84,000.00</u> |
| A-100 | 12 Inch Connection to 18 Inch Existing Mail | Each | 1 | <u>7,000.00</u> | <u>7,000.00</u> |
| A-101 | Fire Hydrant Assembly | Each | 4 | <u>5,000.00</u> | <u>20,000.00</u> |
| A-102 | Relocate Existing Water Service | Each | 1 | <u>6,000.00</u> | <u>6,000.00</u> |
| A-103 | 8" Water Valve | Each | 13 | <u>1,250.00</u> | <u>16,250.00</u> |
| A-104 | 12" Water Valve | Each | 1 | <u>2,500.00</u> | <u>2,500.00</u> |
| A-105 | 18" Water Valve | Each | 2 | <u>4,500.00</u> | <u>9,000.00</u> |
| A-106 | 6" Blowoff Assembly | Each | 12 | <u>3,700.00</u> | <u>44,400.00</u> |
| A-107 | Air and Vacuum Release Valve | Each | 1 | <u>6,000.00</u> | <u>6,000.00</u> |

BID SCHEDULE
ADDENDUM #02

I-24

May 17, 2019

Moore Excavation, Inc.
EXHIBIT A

Garden Acres Road & PLM_1.2 Water Transmission Line

Project #4201

| | | | | | |
|----------------------------------|---|------|-------|---------------------|-------------------|
| A-108 | Water Sampling Station | Each | 1 | <u>3400.00</u> | <u>3400.00</u> |
| A-109 | Joint Trench and Backfill | L.F. | 3,420 | <u>47.00</u> | <u>160,740.00</u> |
| A-110 | 444 Vault for Fiber | Each | 8 | <u>3,000.00</u> | <u>24,000.00</u> |
| A-111 | 504 Vault for Power | Each | 1 | <u>4,000.00</u> | <u>4,000.00</u> |
| A-112 | 577 Vault for Power | Each | 1 | <u>5,800.00</u> | <u>5,800.00</u> |
| A-113 | 612 Vault for Power | Each | 1 | <u>10,000.00</u> | <u>10,000.00</u> |
| A-114 | 1730 Vault for Power | Each | 8 | <u>625.00</u> | <u>5,000.00</u> |
| A-115 | 5106 Vault for Power | Each | 6 | <u>10,500.00</u> | <u>63,000.00</u> |
| A-116 | Transformer Pad for Power | Each | 9 | <u>1200.00</u> | <u>10,800.00</u> |
| A-117 | 3 Inch Grey Schedule 40 PVC Conduit for Power | L.F. | 700 | <u>3.75</u> | <u>2,625.00</u> |
| A-118 | 4 Inch Grey Schedule 40 PVC Conduit for Power | L.F. | 8,250 | <u>4.00</u> | <u>33,000.00</u> |
| A-119 | 6 Inch Grey Schedule 40 PVC Conduit for Power | L.F. | 5,700 | <u>6.00</u> | <u>34,200.00</u> |
| A-120 | 3 Inch Fiberglass Conduit Bend for Power | Each | 20 | <u>100.00</u> | <u>2,000.00</u> |
| A-121 | 4 Inch Fiberglass Conduit Bend for Power | Each | 10 | <u>125.00</u> | <u>1,250.00</u> |
| A-122 | 6 Inch Fiberglass Conduit Bend for Power | Each | 10 | <u>250.00</u> | <u>2,500.00</u> |
| A-123 | Boulder Excavation | C.Y. | 100 | <u>200.00</u> | <u>20,000.00</u> |
| A-124 | Construction Survey Work | L.S. | 1 | <u>80,000.00</u> | <u>80,000.00</u> |
| Schedule A: Sub-Total Amount Bid | | | | <u>7,548,078.00</u> | |

Schedule B – PLM_1.2 Water Transmission Line

| Bid Item No. | Bid Items | Unit | Quantity | Unit Cost | Total Cost |
|--------------|--|------|----------|-------------------|---------------------|
| B-1 | 66" MLPCSP Pipeline (Furnish) | L.F. | 3080 | <u>525.00</u> | <u>1,617,000.00</u> |
| B-2 | 66" MLPCSP Pipeline (Install) | L.F. | 3080 | <u>385.00</u> | <u>1,185,800.00</u> |
| B-3 | Trench Over Excavation and Foundation Installation | L.F. | 200 | <u>RM 200.00</u> | <u>40,000.00 RM</u> |
| B-4 | Blow Off Assembly | Each | 1 | <u>36,000.00</u> | <u>36,000.00</u> |
| B-5 | Trench Cutoff Wall | Each | 6 | <u>5,800.00</u> | <u>34,800.00</u> |
| B-6 | Air Valve Assembly – Type 2 | Each | 1 | <u>110,000.00</u> | <u>110,000.00</u> |
| B-7 | 30-Buried Access Manway | Each | 2 | <u>20,000.00</u> | <u>40,000.00</u> |

BID SCHEDULE
ADDENDUM #02

I-25

May 17, 2019

EXHIBIT A

Garden Acres Road & PLM_1.2 Water Transmission Line

Project #4201

| | | | | | |
|----------------------------------|--|------|----|---------------------|------------------|
| B-8 | Pipe Locate Stations and Monumentation | L.S. | 1 | <u>10,000.00</u> | <u>10,000.00</u> |
| B-9 | Cathodic Protection System | L.S. | 1 | <u>75,000.00</u> | <u>75,000.00</u> |
| B-10 | Pressure Test, Clean, Drain | L.S. | 1 | <u>75,000.00</u> | <u>75,000.00</u> |
| B-11 | Rock Excavation (Allowance) | C.Y. | 50 | <u>225.00</u> | <u>11,250.00</u> |
| Schedule B: Sub-Total Amount Bid | | | | <u>3,234,850.00</u> | |

Total Amount Bid (Schedule A + Schedule B)

10,782,928.00 In Figures

Total Bid Written in Words:

Ten million, seven hundred eighty two thousand, nine hundred twenty eight dollars and zero cents. Dollars AND Cents

Company Name

Moore Excavation, Inc.

Bidder's Signature

Roy Moore
Roy Moore, President



URBAN RENEWAL AGENCY MEETING STAFF REPORT

| | | |
|--|---|---|
| Meeting Date: June 17, 2019 | Subject: URA Resolution No. 299 Supplemental Budget Adjustment Staff: Cathy Rodocker, Finance Director Department: Finance | |
| Action Required | Advisory Board/Commission Recommendation | |
| <input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: June 17, 2019 <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda | <input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A | |
| Staff Recommendation: Staff recommends the Urban Renewal Agency (URA) adopt URA Resolution No. 299. | | |
| Recommended Language for Motion: I move to approve URA Resolution No. 299. | | |
| Project / Issue Relates To: | | |
| <input type="checkbox"/> Council Goals/Priorities | <input type="checkbox"/> Adopted Master Plan(s) | <input type="checkbox"/> Not Applicable |

ISSUE BEFORE COUNCIL:

Final supplemental budget resolution for the FY2018-19 budget year.

EXECUTIVE SUMMARY:

Oregon’s Local Budget Law allows the URA Board to amend the adopted budget for an occurrence or condition that was not known at the time the budget was adopted. The Fiscal Year 2018-19 Budget was adopted by the Agency on June 18, 2018.

Budget Adjustment Resolution

The budget adjustment request recognizes an increase in project management fees for the Town Center Concept Plan project. As this phase of the project is now complete, this is the final adjustment request, total request \$22,500. This increase will be to the Year 2000 Capital Projects Fund.

The budget adjustment request also recognizes the higher than anticipated costs for Bond Council for the recent \$3.8 million bond sale. In total, an increase of \$10,000 is needed in the material and services line item of the Coffee Creek Capital Projects Fund.

EXPECTED RESULTS:

Urban Renewal Districts are required to amend their respective annual budget in accordance with Oregon’s Local Budget Law. It is required to have the supplemental budget adjustment approved by the Board during a public hearing at a regularly scheduled meeting.

TIMELINE:

A public notice for the Urban Renewal meeting was published as required. The notice was published in the Wilsonville Spokesman on June 5, 2019. Oregon Budget Law requires all budget adjustments and transfers be approved prior to the end of the fiscal year, June 30, 2019.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 6/6/2019

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 5/29/2019

COMMUNITY INVOLVEMENT PROCESS:

As required by Local Budget Law, a notice for the public hearing has been published in the Wilsonville Spokesman. The notice has also been published on the City’s website. As the accompanying resolution is a budget adjustment, a public hearing must be part of the adoption process.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

The amended budget provides for the delivery of services and construction of capital projects throughout the community.

ALTERNATIVES:

Not approving the attached supplemental budget could result in overspending current budget appropriations. The City is required to disclose all excess of expenditures over appropriations in the Comprehensive Annual Financial report.

CITY MANAGER COMMENT:

N/A

ATTACHMENT:

1. Supplemental Budget Adjustments
2. URA Resolution No. 299
 - A. Need, Purpose And Amount: Detail By Fund & Category

URBAN RENEWAL

Attachment #1-Supplemental Budget Adjustments

Budget Requests - Capital Projects

| | | |
|--|------------------|------------------------------------|
| Year 2000 Capital Projects Fund | | |
| Town Center Concept Plan | \$ 22,500 | Additional Project Management Fees |
| Total Requests-Year 2000 URA | \$ 22,500 | |
| Coffee Creek Capital Projects Fund | | |
| Financial Services | \$ 15,000 | Additional Fees-Bond Council |
| Total Requests-Coffee Creek URA | \$ 15,000 | |

THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE

URA RESOLUTION NO. 299

A RESOLUTION AUTHORIZING A SUPPLEMENTAL BUDGET ADJUSTMENT FOR FISCAL YEAR 2018-19.

WHEREAS, the Urban Renewal Board adopted a budget and appropriated funds for fiscal year 2018-19 by Resolution 283; and,

WHEREAS, unanticipated revenues and expenditures are expected to exceed the original adopted budget in some of the Agency's funds and budgetary changes are necessary within these funds to provide increased appropriation levels to expend the unforeseen revenues; and,

WHEREAS, ORS 294.480 provides that a government may increase the current year adopted budget through supplemental appropriations provided publication notice is met and a public hearing is held; and,

WHEREAS, all transfers from contingencies within the fiscal year to date aggregate have exceeded fifteen percent (15%) of the fund's total appropriations; and,

WHEREAS, all expenditure transfers within the fiscal year to date aggregate to not more than ten percent (10%) of the fund's total expenditures; and,

WHEREAS, to facilitate clarification of the adjustments in this resolutions Attachment A to this resolution provides a summary by fund of the appropriation categories affected by the proposed adjustments of budget appropriation and the purpose of the expenditure.

WHEREAS, consistent with local budget law and based upon the foregoing, the staff report in this matter and public hearing input, the public interest is served in the proposed supplemental budget adjustment.

NOW, THEREFORE, THE URBAN RENEWAL AGENCY OF WILSONVILLE RESOLVES AS FOLLOWS:

The Agency adopts the Supplemental Budget to the Fiscal Year 2018-19 adopted budget by amending the estimated revenues and appropriations within the funds and categories as delineated and explained in Attachment A, attached hereto and incorporated by reference as if fully set forth herein.

This resolution becomes effective upon adoption.

ADOPTED by the Urban Renewal Board of the City of Wilsonville at a regular meeting thereof this 17th day of June 2019 and filed with Wilsonville City Recorder this same date.

Tim Knapp, Board Chair

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

| | |
|-----------------------|-----|
| Board Chair Knapp | Yes |
| Board Member Akervall | Yes |
| Board Member Stevens | Yes |
| Board Member Lehan | Yes |
| Board Member West | Yes |

Attachment:

- A. Need, Purpose And Amount: Detail By Fund & Category

**ATTACHMENT A
NEED, PURPOSE AND AMOUNT: DETAIL BY FUND & CATEGORY**

| | <u>Current Appropriations</u> | <u>Change in Appropriations</u> | <u>Amended Appropriations</u> |
|---|-----------------------------------|-------------------------------------|-----------------------------------|
| Year 2000 Capital Project Fund | | | |
| Materials and Services | \$ 626,774 | \$ 22,500 | \$ 649,274 |
| Capital Outlay | 2,500,000 | - | 2,500,000 |
| Contingency | <u>383,093</u> | <u>(22,500)</u> | <u>360,593</u> |
| Net change in requirements | \$ 3,509,867 | \$ - | \$ 3,509,867 |
| Supplemental budget request to increase project management fees for the Town Center Concept Plan project. | | | |
| Coffee Creek Capital Rojects Fund | | | |
| Materials and Services | \$ 15,000 | \$ 10,000 | \$ 25,000 |
| Contingency | <u>3,785,000</u> | <u>(10,000)</u> | <u>3,775,000</u> |
| Net change in requirements | \$ 3,800,000 | \$ - | \$ 3,800,000 |
| Supplemental budget request to increase materials and services due to increase in financing fees. | | | |