



CROOK COUNTY COURT MEETING
Crook County Annex | 320 NE Court St. | Prineville OR
WEDNESDAY, May 4, 2022 at 9:00 A.M.

Members of the public and media are welcome to attend in person with social distancing or via WebEx 1-408-418-9388; Access Code: 126 320 5412; Meeting Password: VFmR4z4PaM3

CONSENT AGENDA

(Routine matters which are not expected to generate discussion and are approved in a single vote. Any member of the Court may request removal of an item for separate discussion or vote.)

1. Approve Minutes of April 19, 2022 and April 26, 2022 Work Session; April 12, 2022 Special Session and April 20, 2022 Regular Meeting
2. Approve Resource Sharing Agreement w/Deschutes County Public Library
3. Approve Grant of Permanent Sewer Utility Easement and Temporary Construction Easement to City of Prineville
4. Approve Grant Management Agreement w/ Fourth Mobility re: Pacific Power Grant
5. Approve Negotiated Contract for Belknap Exhibit Center CMGC
6. Approve Order 2022-15 Ratifying the Crook County Health and Dental Insurance Policy

SCHEDULED APPEARANCES

7. Ochoco Nation Forest Service Update

Requester: Anthony Botello

DISCUSSION

8. Pinnacle Supplemental Services for Justice Center
9. Discussion of Reimbursement Policy for Bar Complaint Defense

Requester: John Eisler

Requester: Eric Blaine

EXECUTIVE SESSION - None Scheduled

**The Court may add additional items arising too late to be part of this Agenda. Agenda items may be rearranged to make the best use of time.*

**The meeting location is accessible to persons with disabilities. If additional accommodations are required, please submit your request 48 hours prior to the meeting by contacting County Administration at 541-447-6555.*

NOTICE AND DISCLAIMER

The Crook County Court is the governing body of Crook County and holds public meetings (generally on the first and third Wednesday of each month) to deliberate upon matters of County concern. As part of its efforts to keep the public apprised of its activities, the Crook County Court has published this PDF file. This file contains the material to be presented before the County Court for its next scheduled regular meeting.

Please note that while County staff members make a dedicated effort to keep this file up to date, documents and content maybe added, removed or changed between when this file is posted online and when the County Court meeting is held. The material contained herein maybe changed at any time, with or without notice.

CROOK COUNTY MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING ANY WARRENTY OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE OR FOR ANY OTHER MATTER. THE COUNTY IS NOT RESPONSIBLE FOR POSSIBLE ERRORS, OMMISSIONS, MISUSE OR MISINTERPERTATION.

Please also note that this file does not contain any materials scheduled to be discussed at an executive session or material the access to which maybe restricted under the terms of Oregon law.

If you are interested in obtaining additional coples of any of the documents contained herein, they maybe obtained by completing a Crook County Public Records Request form. Request forms are available on the County's website.

**CROOK COUNTY COURT MINUTES
OF APRIL 19, 2022 WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on April 19, 2022, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford, Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: None

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Amy Albert; Legal Assistant Lindsay Azevedo; Assessor Jon Soliz; Road Master Bob O'Neal; Shop Superintendent James Staniford; Director Kim Barber; Director Will VanVactor; Director Dodge Kerr; Accounting Manager Christina Haron; Mike Warren; Mike Ervin and Jack Rabenberg.

WORK SESSION

The meeting was **called to order at 9:00 a.m.**

Agenda Item #1, CAFFA Grant Submission: Assessor Jon Soliz requested approval for the Court to sign his CAFFA grant submission outside of Court. The Court agreed, as the grant will be finalized and ready for submission April 28th.

Agenda Item #2, Sweeper Purchase for Road Department: The Road Department received two quotes each for PAPE Machinery and PacWest Machinery for road sweepers. The Road Master recommends purchasing the Superior sweeper from Pape Machinery for \$65,807.

MOTION to award purchase of the Superior brand sweeper from Pape Machinery stock number 821020 for \$65,807. Motion seconded. No further discussion. Motion carried 3-0.

Agenda Item #3, Scheduling Knife River Appeal Hearing – Appeal #217-22-000540-PLNG: County Counsel recommends setting the Knife River appeal hearing in conjunction with a Regular County Court meeting on June 1st.

MOTION to set the Knife River appeal hearing for June 1st at 9:00 a.m. in the County Annex building. Motion seconded. No further discussion. Motion carried 3-0.

Agenda Item #4, Wildlife Services for Fiscal Year 2022-2023: The County received an offer letter from APHIS for animal control however, the County's current contract for animal control is less expensive. The County's current contract does not include bird control at the Landfill and Airport, but Judge Crawford will speak with John Belozar about this issue.

Agenda Item #5, Discussion of Premium Costs for Supplemental DA's Office Insurance Coverage: Eric Blaine presented the Court with quotes from the National Association of Salaried Professionals Purchasing Group, Inc. for insurance for the Deputy District Attorneys. The County Court requested more information before any decisions are made.

Additional Matter: John Eisler requested the Court sign a memorandum of ground lease at the request of LJP Delta to be recorded with the County Clerk. The lease was executed previously at a County Court meeting.

MOTION to approve memorandum of ground lease between Crook County and LJP Delta LLC. Motion seconded. No further discussion. Motion carried 3-0.

At 9:22 a.m. the Court read into Executive Session under the following statute(s): ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions and ORS 192.660(2)(g) To consider preliminary negotiations regarding trade or commerce in which you are in competition with other states or nations.

EXECUTIVE SESSION

At the conclusion of the Executive Session, the County Court convened back into Open Session, inviting members of the public into the meeting room.

MOTION to accept offer for 912 NW 12th Street for \$65,000 as discussed in Executive Session. Motion seconded. No further discussion. Motion carried 2-0.

MOTION to direct staff to finalize documents in preparation for the April 26th joint meeting with the City and County. Motion seconded. No further discussion. Motion carried 2-0. There being no further business before the Court, the meeting was **adjourned at 10:04 a.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF APRIL 26, 2022 WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on April 26, 2022, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford, Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: None

Others Present in Person or Via WebEx: Legal Counsel John Eisler; Administration Executive Assistant Amy Albert; Legal Assistant Lindsay Azevedo; Assessor Jon Soliz; HR Generalist Tracie McMaster; Accountant Kathy Puckett; Director Dodge Kerr; Budget Analyst Jamie Berger; Director Will VanVactor and members of the public.

WORK SESSION

The meeting was **called to order at 9:00 a.m.**

Agenda Item #1, Assessor's Office Personnel Action Forms: Assessor Jon Soliz presented the Court with personnel action forms for Senior Appraiser Shannon Alleman and Appraiser II Jason Elliott. Ms. Allman will receive a one step increase for increased responsibilities and Mr. Elliott will advance two grades by being promoted to Appraiser III. These changes are within the Appraisers budget.

MOTION to approve personnel action form for Shannon Alleman from 121/6 to 121/7. Motion seconded. No further discussion. Motion carried 3-0.

MOTION to approve personnel action form for Jason Elliott from 119/3 to 121/3. Motion seconded. No further discussion. Motion carried 3-0.

Agenda Item #2, Health Insurance Policy Change: Human Resources proposed changing the County's health insurance and long-term disability policy to go into effect at the beginning of the month following their hire date. Legal will draft the appropriate Order for this matter and bring it to a future Court meeting.

MOTION to approve the health insurance change date as proposed. Motion seconded. No further discussion. Motion carried 3-0.

Agenda Item #3, Health Department Wage Revision: This matter was pulled from the agenda.

Special Agenda Item (Lemon Gulch Letter): The County Court drafted a letter to Anthony Botello, Acting Forest Supervisor and Slater Turner, District Ranger engaging in coordination with the Forest Service. The letter requested the Forest Service provide

the County with timely information and hold a meeting with the County concerning Lemon Gulch.

MOTION to approve the statutory coordination on Lemon Gulch trail system project to be sent to the Forest Supervisor. Motion seconded. No further discussion. Motion carried 3-0.

At 9:18 a.m. the Court read into Executive Session under the following statute(s): ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed and ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.

EXECUTIVE SESSION

At the conclusion of the Executive Session, the County Court convened back into Open Session, inviting members of the public into the meeting room.

MOTION to approve the nonexclusive license as discussed. Motion seconded. No further discussion. Motion carried 3-0.

MOTION to direct staff to correspond with the parties as discussed. Motion seconded. No further discussion. Motion carried 3-0.

MOTION to direct staff to correspond with the executives as discussed. Motion seconded. No further discussion. Motion carried 3-0. There being no further business before the Court, the meeting was **adjourned at 10:00 a.m.**

Respectfully submitted,

Amy Albert

CC 04.20.2022

**CROOK COUNTY COURT MINUTES
OF APRIL 12, 2022 SPECIAL SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a Special Session on April 12, 2022, at 6:00 p.m. at City Hall located at 387 NE Third Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford, Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: None

Others Present in Person or Via WebEx: Legal Counsel Eric Blaine; Administration Executive Assistant Amy Albert; members of the Prineville City Council and members of the public.

SPECIAL SESSION

The meeting was **called to order at 6:05 p.m.**

County Court held a special joint public meeting with the City of Prineville to discuss the Strategic Investment Program (SIP). EdgeConneX, also known as Project Neo, will be applying for a SIP exemption for a 100,000 square foot data center. Project Neo will have a 350-million-dollar capital investment, employ twenty-five people, and only use water for domestic purposes. The SIP program provides a fifteen-year tax exemption however, taxes will be paid on the first twenty-five-million-dollar investiture, with a three percent increase each year. The County and the Fire Department will each receive forty-five percent of the community service fees, with the City receiving the remaining ten percent. There was no comment from the public on this matter. This matter will be finalized at a future date.

There being no further business before the Court, the meeting was **adjourned at 6:40 p.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF APRIL 20, 2022 REGULAR MEETING
Open Portion**

Be It Remembered that the Crook County Court met in a Regular Court meeting on April 20, 2022, at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford, Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: None

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistants Amy Albert; Legal Assistant Lindsay Azevedo; Road Master Bob O'Neal; Shop Superintendent James Staniford; Manager Tim Deboodt; Accounting Manager Christina Haron; Director Dodge Kerr; Budget Analyst Jamie Berger; Manager Levi Roberts; GIS Analyst Jack Colpitt; Mike Warren; Support Technician Chelsea Watson.

REGULAR SESSION

The meeting was **called to order at 9:00 a.m.**

MOTION to approve the Consent Agenda as presented with these changes. Motion seconded. No discussion. Motion carried 3-0.

Appearances / Additional Item: Natural Resources Manager Tim Deboodt and Steve McGuire appeared before the Court with a motion from last weeks Natural Resource meeting. The Natural Resources committee advised the Crook County Court to send a request to the Ochoco National Forest to enter into Coordination regarding the Lemon Gulch Bike Trail proposal and to advertise those public meetings prior to meetings with the Forest Service and other federal agencies with the public being allows to listen to said conversations between the County and the Forest Services. The County will work with Mr. Deboodt and Mr. McGuire to draft a letter to send to the Forest Service. A Special Meeting will be held after next Tuesday's Work Session for the County Court to approve and sign the letter.

Appearances / Item #6: Kelsey Lucas and Mike Warren provided the Court with an EDCO update. Ms. Lucas has been working with Judge Crawford and the EDCO board to create road signs encouraging individuals living in Crook County to seek employment here, as opposed to Deschutes or Jefferson County. EDCO's budget was also a topic of discussion, they would like the County to contribute an additional four-thousand dollars to their budget.

Discussion item #7: Community Development Director Will VanVactor presented the Court with Order 2022-14 to name two private roads in the Grandridge Subdivision, the roads will be named Paradis Lane and Cardon Way. A public hearing was held, no comments were given by the public.

MOTION to approve Order 2022-14, the naming of Paradis Lane and Cardon Way. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #8: Road Master Bob O'Neal requested three quotes to replace the Road Departments shop roof but only obtained two. The lowest bid was from Always Dry Roofing. This repair is in the Road Department's budget.

MOTION to award the replacement of the roof at the Road Department to Always Dry Roofing for \$25,000. Motion seconded. No further discussion. Motion carried 3-0.

EXECUTIVE SESSION

None Scheduled

There being no further business before the Court, the meeting was **adjourned at 10:06 a.m.**

Respectfully submitted,

Amy Albert

Memo



To: County Court
From: April Witteveen, Director of Library Services
Date: April 21, 2022
Re: Resource-sharing agreement with Deschutes Public Library

Attached is the annual renewal/proposed cost schedule for Crook County Library's partnership with the Deschutes Public Library (DPL). DPL is the managing partner and CCL is a contracting library. I request pre-approval of the spending schedule. This resource-sharing network includes shared library management software, courier, e-media, and policies. These services greatly benefit Crook County patrons in the following ways:

- Users can check out materials from Jefferson County and all six DPL locations. This provides access to tens of thousands of additional books, audiobooks, movies, and music.
- Thanks to the courier service, nearly any item in the system can be brought to Crook County.
- We receive OverDrive, our digital e-book and e-audio service, through this partnership. OverDrive is used voraciously by Crook County residents; during the pandemic we had over a 25% increase in digital circulation.

The proposed schedule includes the library management software, support from DPL staff, courier service, courier crates, and OverDrive. All costs are reflected in our FY 23 budget request. Changes are as follows:

- \$188 (3.5%) increase to the Associate Library Fee) and no change to the DPL operations fee, both of which are coded to the library's consortium fees budget line.
- \$408 (7.5% as per 2022 COLA) increase to courier service (resource sharing budget line), and no change for replacement courier crates (library's office supplies budget.) The software and support charges are a great bargain for Crook County; they are much less than what CCL spent in money and labor when we had our own standalone system.
- \$2700 (6.6%) decrease in eBook spending, reflecting the fact that patrons are returning to the library for in-person use after two years of pandemic-related changes in library operations.

For OverDrive e-books, e-audio, and e-magazines, DPL charges \$1 per checkout, an extremely cost-effective price. DPL has been aggressively developing their digital collection which is a significant benefit to CCL patrons who have lower wait times and access to a larger variety of titles than if we were to run our own Overdrive account. We are adjusting our physical materials collection budget to reflect the overall trend toward increased digital use.

I request Court approval for this document. Please note that DPL will not invoice us until July; this is just pre-approval for that invoice. This cost schedule does not require three bids because the state contracting regulations exempt agreements made with other government agencies. Thank you.

April Witteveen

Appendix A – Estimate FY 2022/2023

Item Total	Description	No.	Est. Cost	Est.
Crook County payments to Deschutes Public Library System				
1.	Annual Associate Library Fee: NOTE: Renegotiated contract resulted in significant cost savings. 3.5% increase for next 5 years per new contract.	1	\$5,544	\$5,544
2.	Subsequent DPL operations support, per month: Fixed cost	12	\$ 250	\$3,000
3.	Courier service: Price based on cost per trip from vendor contract. Each year will increase based on COLA. (2022 = 7.5%) Based on Monday through Friday delivery schedule	12	\$ 488	\$5,856
4.	Replacement Courier Crates	20	\$15	\$ 300
5.	Downloadable eBooks, eAudioBooks and eMagazines. * *Cost estimate based on circulation at a cost of \$1.00 per circulation based on previous year circulation July-June.	40,300	1	\$40,300
Total estimate to be paid to Deschutes Public Library System				\$55,000

For Deschutes Public Library District:

For Crook County:

Todd Dunkelberg
Library Director

4/19/22

Date

Date

After Recording, please return to:
 City of Prineville
 C/O Jered Reid
 545 NE 7th Street
 Prineville, OR 97754

SEWER UTILITY EASEMENT
 and
 TEMPORARY CONSTRUCTION EASEMENT

SECTION 1 – GRANT OF SEWER EASEMENT

Crook County, a political subdivision of the State of Oregon, **Grantor**, grants to the City of Prineville, an Oregon municipal corporation, **Grantee**, on behalf of the public, for the use of the Grantee, an easement over certain real property situated in the county of Crook and State of Oregon. Such easement is for the purpose of constructing and operating underground public sewer utilities, including the right to construct, operate, and maintain public sewer line(s), safety features, all customary associated uses, and appurtenant facilities. The easement is described on Exhibit A, attached hereto and by this reference incorporated herein

SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS, AND RESTRICTIONS OF RECORD OR IN VIEW.

SECTION 2- GRANT OF TEMPORARY CONSTRUCTION EASEMENT

Grantor also grants to **Grantee** a temporary construction easement for a work area for purposes of constructing the sewer utility within the property described on Exhibit B, attached hereto and by this reference incorporated herein, including for the placement of equipment, materials, structures, supplies, personnel, and such other articles as Grantee may deem useful in the construction of sewer utility features

SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS, AND RESTRICTIONS OF RECORD OR IN VIEW.

SECTION 3 – STATEMENT OF CONSIDERATION

Both the sewer utility easement and the temporary construction easement are individually and separately granted for valuable consideration, the sufficiency of which is acknowledged.

Sewer Utility & Temporary
 Construction Easement
 Page 1 of 5

SECTION 4 – TEMPORARY CONSTRUCTION EASEMENT DURATION

The temporary construction easement will expire by its own terms upon the sooner of (a) 5 years from the date of acceptance by Grantee; or (b) the completion of Grantee’s improvements for which the construction easement is granted; whichever should occur first.

SECTION 5 - RECORDATION OF TERMINATION/EXPIRATION

Upon the termination or expiration of the temporary construction easement as described in Section 5 above, Grantor may require Grantee to record in the records of the County Clerk of Crook County, at Grantee’s sole expense, a notice to memorialize the termination or expiration.

SECTION 6 - INTENT

This document is intended to grant easement(s) on the property described, not to convey fee title or any interest in the underlying property except as expressly stated herein. The easement(s) granted shall not prevent **Grantor** from the use of said property provided, however, that such use shall not be permitted to interfere with the rights herein granted.

SECTION 7 – BENEFITS

The benefits and burdens of this easement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors, and assigns of the parties.

IN WITNESS WHEREOF, the above-named **Grantor** have caused this instrument to be signed.

_____ Signature /date	_____ Signature /date	_____ Signature /date
Judge Seth Crawford	Commissioner Jerry Brummer	Commissioner Brian Barney

STATE OF OREGON)
) ss.
County of _____)

On the __ day of _____, 2022, the above-named Seth Crawford, Jerry Brummer, and Brian Barney personally appeared and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me _____
Notary Public Of Oregon
My Commission expires:

Accepted on behalf of City of Prineville, **Grantee**

By: _____

Date: _____

Print Name and Title:

EXHIBIT A

SANITARY SEWER AND ACCESS EASEMENT

A VARIABLE WIDTH STRIP OF LAND, BEING A PORTION OF UNSURVEYED PARCEL 1, PARTITION PLAT NO. 2019-24, RECORDED UNDER INSTRUMENT 2019-297467, CROOK COUNTY CLERK'S OFFICE, (CROOK COUNTY SURVEY NO. 4380), SAID STRIP LIES WITHIN THE SOUTH HALF (S 1/2) OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 1, TOWNSHIP 15 SOUTH, RANGE 15 EAST, WILLAMETTE MERIDIAN, CROOK COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 1 FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 1 BEARS SOUTH 00°23'51" WEST 80.00 FEET;
 THENCE CONTINUING ALONG SAID EAST LINE, NORTH 00°23'51" EAST, A DISTANCE OF 45.00 FEET;
 THENCE LEAVING SAID EAST LINE NORTH 89°21'05" WEST ALONG A LINE BEING PARALLEL AND 125.00 FEET NORTH OF THE SOUTH LINE OF SAID UNSURVEYED PARCEL 1, BEING COINCIDENT WITH SAID SOUTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 2368.09 FEET;
 THENCE NORTH 0°00'41" WEST, A DISTANCE OF 498.71 FEET;
 THENCE SOUTH 65°11'38" WEST, A DISTANCE OF 33.05 FEET;
 THENCE SOUTH 00°00'41" EAST, A DISTANCE OF 483.35 FEET;
 THENCE NORTH 57°00'45" WEST, A DISTANCE OF 407.80 FEET;
 THENCE NORTH 11°44'55" WEST, A DISTANCE FO 209.42 FEET;
 THENCE NORTH 58°10'57" WEST, A DISTANCE OF 41.79 FEET, MORE OR LESS, TO THE EASTERLY RIGHT-OF-WAY OF HIGHWAY 126;
 THENCE SOUTH 38°21'51" WEST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 30.20 FEET;
 THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY, SOUTH 58°10'57" EAST, A DISTANCE OF 32.37 FEET;
 THENCE SOUTH 11°44'55" EAST, A DISTANCE OF 216.10 FEET;
 THENCE SOUTH 57°00'45" EAST, A DISTANCE OF 446.38 FEET TO A POINT BEING 80.00 FEET NORTH OF AND PERPENDICULAR TO THE SOUTH LINE OF SAID UNSURVEYED PARCEL 1, BEING COINCIDENT WITH SAID SOUTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 1;
 THENCE SOUTH 89°21'05" EAST ALONG A LINE BEING PARALLEL AND 80.00 FEET NORTH OF THE SOUTH LINE OF SAID UNSURVEYED PARCEL 1, BEING COINCIDENT WITH THE SOUTH LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 2390.91 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN HIGHWAY 126.

THIS DESCRIPTION CONTAINS 3.34 ACRES, MORE OR LESS.

SUBJECT TO ANY EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD AND THOSE COMMON AND APPARENT ON THE LAND.

BEARINGS ARE BASED ON CROOK COUNTY SURVEY NO. 3993.

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Exhibit B



TEMPORARY CONSTRUCTION EASEMENT

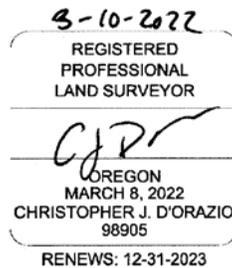
A 50-FOOT STRIP OF LAND, BEING A PORTION OF UNSURVEYED PARCEL 1, PARTITION PLAT NO. 2019-24, RECORDED UNDER INSTRUMENT 2019-297467, CROOK COUNTY CLERK'S OFFICE, (CROOK COUNTY SURVEY NO. 4380), SAID STRIP LIES WITHIN THE SOUTH HALF (S 1/2) OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 1, TOWNSHIP 15 SOUTH, RANGE 15 EAST, WILLAMETTE MERIDIAN, CROOK COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 1 FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 1 BEARS SOUTH 00°23'51" WEST 125.00 FEET;
THENCE NORTH 89°21'05" WEST ALONG A LINE BEING PARALLEL AND 125.00 FEET NORTH OF THE SOUTH LINE OF SAID UNSURVEYED PARCEL 1, BEING COINCIDENT WITH SAID SOUTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 2368.09 FEET;
THENCE NORTH 00°00'41" WEST, A DISTANCE OF 498.71 FEET;
THENCE SOUTH 65°11'38" WEST, A DISTANCE OF 104.36 FEET;
THENCE NORTH 25°04'01" WEST, A DISTANCE OF 50.00 FEET;
THENCE NORTH 65°11'38" EAST, A DISTANCE OF 159.19 FEET;
THENCE SOUTH 25°44'55" EAST, A DISTANCE OF 49.28 FEET;
THENCE SOUTH 00°00'41" EAST, A DISTANCE OF 473.18 FEET;
THENCE SOUTH 89°21'05" EAST ALONG A LINE BEING PARALLEL AND 175.00 FEET NORTH OF THE SOUTH LINE OF SAID UNSURVEYED PARCEL 1, BEING COINCIDENT WITH SAID SOUTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 2318.44 FEET TO THE EAST LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 1;
THENCE SOUTH 00°23'51" WEST ALONG SAID EAST LINE, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

THIS DESCRIPTION CONTAINS 3.40 ACRES, MORE OR LESS.

SUBJECT TO ANY EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD AND THOSE COMMON AND APPARENT ON THE LAND.

BEARINGS ARE BASED ON CROOK COUNTY SURVEY NO. 3993.



Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754

• Phone: 541-416-3919

Physical: 301 NE 3rd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: County Counsel

DATE: 4/25/2022

RE: *Grant Management Agreement w/ Forth Mobility re Pacific Power Grant*
Our File No.: FAIRGROUNDS 91(A)

The PSC with Forth Mobility for project management services for the Pacific Power grant is set to terminate on June 30, 2022. Attached is Extension #1 to the PSC to extend the agreement with Forth Mobility for an additional year, through June 30, 2023.

Forth Mobility has reviewed and signed the extension.

Please let us know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, May 4, 2022, 2022 County Court Agenda as a CONSENT ITEM, for approval and signatures.

EXTENSION #1 TO PROFESSIONAL SERVICES CONTRACT

This Extension #1 to Professional Services Contract (“Extension”) is entered into this 4th day of May 2022 and effective July 1, 2022, by and between Crook County, a political subdivision of the State of Oregon (hereinafter “County”), and Forth Mobility Fund (hereinafter “Contractor”).

RECITALS

WHEREAS, on February 24, 2021, County and Contractor entered into a Professional Services Contract (hereinafter “Agreement”) for project management services for the Pacific Power Mobility Grant; and

WHEREAS, County and Contractor desire to extend the term of the Agreement an additional year to June 30, 2023, unless terminated sooner in accordance with its terms.

AGREEMENT

NOW, THEREFORE, in consideration of the promises set forth herein, the parties to this Extension agree as follows:

1. Term. The Agreement is hereby extended an additional year to expire on June 30, 2023, unless terminated sooner in accordance with its terms.
2. Reaffirmation of Professional Services Contract. Except as modified by this Extension, all terms and conditions of the Agreement are reaffirmed and remain unmodified and in full force and effect.
3. Counterparts. This Extension may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the date first set forth above.

FORTH MOBILITY FUND

CROOK COUNTY

By: 
 Signature
 Jeff Allen
 Printed Name
 Title: Executive Director
 Date: 4/22/2022

 Seth Crawford, County Judge

 Jerry Brummer, County Commissioner

 Brian Barney, County Commissioner
 Date: _____

Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754

• Phone: 541-416-3919

Physical: 301 NE 3rd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: John Eisler, Asst. County Counsel

DATE: April 26, 2022

RE: Negotiated Contract for Belknap Exhibit Center CMGC
Our File No.: Bowman 17(B)

Enclosed is AIA Document A133-2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor (the "Agreement") with Kirby Nagelhout Construction Co. (KNCC) for the construction of the Belknap Exhibit Center.

On April 6, 2022, the County Court named KNCC the highest ranked proposer and directed staff to initiate negotiations with KNCC. The attached agreement is the product of those negotiations. Within the RFP the County provided a sample contract, which was AIA A133-2009. Through AIA's software, that version is no longer available. I have amended the attached 2019 version to mirror the substantive provisions of the older edition contract. KNCC accepted all changes, save for a provision on subcontractor umbrella coverage requirements, which was admittedly a typo for the scale of project at hand.

Otherwise, this Agreement should sufficiently protect the County and achieve its intended purpose. For this initial pre-construction phase before the gross maximum price is negotiated, KNCC will earn a not-to-exceed total of \$19,500. KNCC's cost of the work fee will be 2.5%. The timeline envisions design wrapping up this summer with construction to commence late summer/early fall and a May 2, 2023 substantial completion date.

Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, May 4, 2022 County Court Agenda as a CONSENT ITEM, for approval and signatures.



AIA[®] Document A133[™] – 2019

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

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

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

Crook County, a political subdivision of the State of Oregon
300 NE Third St.
Prineville, OR 97754

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

Kirby Nagelhout Construction Co., a domestic corporation
63049 Lower Meadow Drive
Bend, OR 97701

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

Belknap Exhibit Center
246 Main St., Prineville, OR 97754

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

Steele Associates Architects LLC
1567 SW Chandler Ave., Suite 203
Prineville, OR 97754

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

Init.

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ARTICLE 1 INITIAL INFORMATION

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

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

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

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

TBD

§ 1.1.2 The Project's physical characteristics:

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

Exterior replication of historic Belknap house; interior exhibition space

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

(Provide total and, if known, a line item breakdown.)

TBD

Init.

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

.1 Design phase milestone dates, if any:

Summer 2022

.2 Construction commencement date:

Summer/Fall 2022

.3 Substantial Completion date or dates:

May 2, 2023

.4 Other milestone dates:

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

n/a

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

n/a

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

§ 1.1.7
(Paragraphs deleted)
[RESERVED]

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

County Commissioner Brian Barney
300 NE Third St.
Prineville, OR 97754

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

N/A

§ 1.1.10

(Paragraphs deleted)
[RESERVED]

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

Adam Stephen
Steele Associates Architects LLC
1567 SW Chandler Ave., Suite 203
Bend, OR 97703

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Nick Lilly

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

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

Except for project management, general conditions, general requirements, and other portions of the Work approved in advance by the Owner pursuant to this Section, the Construction Manager shall obtain and submit to the Owner competitive bids for all portions of the Work.

- (1) The Construction Manager must seek to obtain at least three competitive bids for each particular portion of the Work, including any portion of the Work which the Construction Manager is interested in self-performing. All bids shall be in a lump-sum, with alternates if appropriate. When there are single sources of particular materials or equipment, specialized requirements for the particular Work, or other circumstances in which such bidding is not practical, appropriate or in the interest of the Project, with the Owner's prior written approval, designated portions of the Work may be performed by the Construction Manager or a Subcontractor or supplier without competitive bidding.
- (2) Unless otherwise approved in advance by the Owner, all bids shall be publicly advertised and solicited in advance in the Daily Journal of Commerce.
- (3) The bid process shall conform to the requirements of ORS 279C.365, 279C.337(3), and OAR 137-049-0690(5)(k).
- (4) For portions of the Work which the Construction Manager is interested in self-performing, the following shall apply:
 - (a) Bid solicitations shall state the Construction Manager's intent to bid on the particular portion of the Work.
 - (b) All bids, including the bid of the Construction Manager, shall be lump sum amounts with alternates, if appropriate, and shall be written, signed and submitted in a sealed envelope to the Owner's Representative. The Construction Manager's bid must be submitted to the Owner's Representative at least two (2) hours in advance of the date and time set for the receipt of competing bids.
 - (c) The bids shall be publicly opened and read aloud by the Owner's Representative at the specified location and specified time.

Init.

- (d) Subject to the Owner's right to reject any or all bids, each particular portion of the Work will be awarded to the responsible bidder with the lowest responsive bid.
- (e) The Owner will evaluate the Construction Manager's bid for self-performed work in accordance with the criteria set forth in sub-paragraph (5) (b) below.
- (5) For portions of the Work which the Construction Manager is not interested in self-performing, the following shall apply:
- (a) All bids shall be in writing, signed and submitted to the Construction Manager with the Owner's Representative present, either in a sealed envelope or by facsimile, at a specified location and specified time. The Construction Manager shall assure that bids are not made known to any potential bidders prior to the specified time.
- (b) The bids received by the specified time shall be reviewed and evaluated by the Construction Manager, with the Owner having full access to the bid review, and evaluation based on the following criteria and scoring scheme:

Base bid (low bid)	50 points possible
Workers' Compensation safety rating	5 points possible
Bonding ability and references	5 points possible
Available manpower dedicated to the Project/ performance history	20 points possible
Project management & supervisory experience of those assigned to the project & performance history	15 points possible
Company claims history	5 points possible
TOTAL POSSIBLE SCORE	100 points

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

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

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

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering

the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.2.1 The service or services to be rendered under this contract are those of an independent contractor who is not an officer, employee, or agent of County as those terms are used in ORS 30.265, and will be so deemed for all purposes. This Agreement is not intended to entitle the Construction Manager to any benefits generally granted to Owner's employees.

§ 2.2.2 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 this Agreement. Any subcontractor hired by the Construction Manager shall be similarly responsible.

§ 2.3 General Conditions

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

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

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

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

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

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

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction

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cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's written approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

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

§ 3.1.6 Cost Estimates

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

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

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

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

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

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

§ 3.1.10 [REMOVED]

Init.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

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

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

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

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

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

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

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

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2 and any allowances used in the calculation of the GMP to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price and the identify of all Subcontractors of any tier.

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§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. The actual amount of this contingency will be determined by the Construction Manager and Owner at the time the final Guaranteed Maximum Price is established. The initial Guaranteed Maximum Price shall be modified, up or down, to account for changes in the scope of work or as otherwise provided in the Contract Documents. Together with each application for payment, the Construction Manager shall provide an itemized accounting of all items charged against the Construction Manager's contingency.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both. The Construction Manager agrees to provide the Construction Phase Services described herein for an amount not to exceed the amount set forth in Article 6.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

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

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

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

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

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's issuance of a Notice to Proceed.

§ 3.3.2 Administration

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

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

§ 3.3.2.3 Monthly Report

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

§ 3.3.2.4 Daily Logs

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

§ 3.3.2.5 Cost Control

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

§ 3.3.3 OPERATIONS AND MAINTENANCE MANUALS

As part of the Work, Construction Manager shall submit a preliminary operations and maintenance manual (O&M Manual) which is complete as of the date of its submission for review by the Owner and the Architect when 75% or more of the Work has been completed. The O&M Manual shall contain but not be limited to a complete set of all submittals, all product data as required by the specifications, training information, a telephone list of consultants, manufacturers, installers and suppliers, manufacturer's printed data, recording and shop drawings, schematic diagrams of systems, equipment indexes, warranties and bonds. The Owner's representative shall review and return the O&M Manual. Prior to its submission of its final payment request five complete and approved sets of O&M Manuals shall be delivered by the Construction Manager to the Owner and Architect.

§ 3.3.4 TRAINING SESSIONS

As part of the Work, and prior to the submission of the request for final payment, the Construction Manager shall schedule with the Owner training sessions for all equipment and systems. The scheduling shall be at least two weeks prior to the proposed date(s), which date(s) shall be convenient for the Owner's representatives. Training shall occur only after the particular equipment and/or system is completely installed and is operational in its normal operating environment.

§ 3.3.5 POST PROJECT EVALUATION REPORT

As part of the Work, and prior to the submission of the request for final payment, the Construction Manager shall assist the Owner in developing a post-project evaluation report pursuant to the ORS 279C.355. As part of that process, the Construction Manager shall propose a draft analysis which includes the following information:

- .1 A statement of the actual Project cost as compared with original project estimates, and a statement of the amount of the GMP.
- .2 An analysis of any cost savings attributed to the use of the CM/GC process, including savings due to value engineering, constructability, review and construction below the GMP.
- .3 The number of project change orders, including an identification of the change orders issued by the Owner, and a general explanation of why the change orders were required and the impact on the GMP.
- .4 A narrative description of the successes and failures during design, engineering and construction of the project.
- .5 Any additional information related to the cost savings or time savings attributable to the CM/GC process.

ARTICLE 4 OWNER'S RESPONSIBILITIES**§ 4.1 Information and Services Required of the Owner**

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

§ 4.1.2 [RESERVED]

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§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

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

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

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. The furnishing of such information shall not relieve the Construction Manager from its duties to inspect the site and surrounding conditions.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

(Paragraph deleted)

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative. The Owner may replace its identified representative at any time for any reason. Both Architect and Construction Manager will be given written notice of such change, in writing and at least two (2) weeks prior to the change, or such notice as is possible under the circumstances.

§ 4.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B101™–2017, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, as amended, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction

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Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

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

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

Not to Exceed Amount of \$19,500.00

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

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

Fixed, Fully Loaded Personnel Hourly Rates

Individual or Position	Rate
- Project Executive	\$135
- Senior PM	\$125
- PM	\$110
- Superintendent	\$105
- Estimator	\$115

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

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within six (6) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

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

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest

(Paragraphs deleted)

as prescribed by ORS 279C.570.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

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

§ 6.1.2 The Construction Manager's Fee:

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

2.5% of the Cost of the Work

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

2.5% of the Cost of Increase and 0% deductions in the Cost of Work

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

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

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

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner. All Savings shall accrue to the Owner.

§ 6.3 Changes in the Work

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

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

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction. There shall be no fee increase or decrease due or to become due to the Construction Manager related to deductive Change Orders. The Construction Manager's fee increase for additive Change Orders shall be 2.5% of the Cost of the Change Order Work.

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

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

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

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

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

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

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

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

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

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

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

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

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

§ 7.3 Subcontract Costs

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

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

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

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

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

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

§ 7.5.2 Rental charges, which shall not exceed published rates of commercial rental companies, for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of

such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

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

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

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

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

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

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

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

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

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

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

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

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

§ 7.6.7 Costs of document reproductions and delivery charges.

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

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

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

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

§ 7.7 Other Costs and Emergencies

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

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

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

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

§ 7.8 Related Party Transactions

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

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

§ 7.9 Costs Not To Be Reimbursed

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

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

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

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

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

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

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

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

ARTICLE 10 ACCOUNTING RECORDS

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

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

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

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

Owner shall make progress payments on the Contract monthly as Work progresses as provided in this agreement. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. If the Owner determines that an Application for Payment is filled out incorrectly, the Owner shall so notify the Construction Manager within ten (10) days stating the reason or reasons the invoice is defective or improper. A defective or improper invoice, if corrected by the Construction Manager within seven (7) days of being notified by the Owner, shall not cause a payment to be made later than specified in this section.

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 10th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than fourteen (14) working days after the Architect receives the Application for Payment.

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

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee. Construction Manager and all Subcontractors shall submit with the Application for Payment waivers of claims for the amount of payments received and conditional waivers for the amounts to be paid (excepting only those specific claims expressly identified and reserved in writing). The Construction Manager and all Subcontractors shall provide certified payroll statements to the extent required by ORS 279C.845 no later than the fifth working day of the month. Payment by the Owner shall not be made until the Owner has received the Certified Payroll report.

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

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

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

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

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

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

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

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

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

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

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

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

five percent (5%)

§ 11.1.8.1.1 The following items are not subject to retainage:

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

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

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

Per State statute

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

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

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

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

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

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

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017 or elsewhere in the Contract Documents, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting and submitted or made available supporting documentation for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

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

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

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting. The retainage held by the Owner shall be included in and released to the Construction Manager as part of the final payment of the Contract Sum. The Construction Manager shall notify the Owner in writing when the Construction Manager considers the Work complete and the Owner shall, within fifteen (15) days after receiving the written notice, either accept the Work or notify the Construction Manager of Work yet to be performed on the Contract.

§ 11.2.2.3 If the Owner finds that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request a decision of the Initial Decision Maker pursuant to Section 15.2 of A201–2017. A request shall be made by the Construction Manager within 60 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request the decision within this 60-day period shall result in the substantiated amount reported by the Owner's Representative becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment. The decision of the Initial Decision Maker does not negate any right of the Owner or the Construction Manager from pursuing Arbitration pursuant to Section 15.4 of A201-2017 and Article 12 of this Contract.

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

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

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

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

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

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

§ 12.2 Binding Dispute Resolution

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

(Check the appropriate box.)

- [X] Arbitration pursuant to Article 15 of AIA Document A201–2017
- [] Litigation in a court of competent jurisdiction
- [] Other: *(Specify)*

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

ARTICLE 13 TERMINATION OR SUSPENSION

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

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201-2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

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

§ 13.2.1 Termination

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

§ 13.2.2 Termination by the Owner for Cause

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

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

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

§ 13.2.3 Termination by the Owner for Convenience

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

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

§ 13.3 Suspension

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

ARTICLE 14 MISCELLANEOUS PROVISIONS

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

§ 14.2 Successors and Assigns

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

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

§ 14.3 Insurance and Bonds

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of A201–2017 as modified or elsewhere in the Contract Documents. Such insurance shall be written for not less than the following limits, or greater if required by law.

There shall be no cancellation or change in any policy, potential exhaustion of limits or intent not to renew without thirty (30) days prior written notice to the Owner.

(Paragraphs deleted)

§ 8.1.1 Workers' Compensation and Employers' Liability meeting statutory limits mandated by state and federal laws. If (1) limits in excess of those required by statute are to be provided, or (2) the employer is not statutorily bound to obtain such insurance coverage or (3) additional coverages are required, additional coverages and limits for such insurance shall be as follows:

Construction Manager shall provide and maintain workers' compensation coverage for its employees, officers and /or partners as required by applicable workers' compensation laws. Employers' Liability limits shall not be less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 each accident for bodily injury by disease.

§ 8.1.2 Commercial General Liability including coverage for Premises-Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability (for the Construction Manager's indemnification obligations for third-party bodily injury or property damage), Personal Injury and Broad Form Property Damage (including coverage for Explosion, Collapse and Underground hazards):

Not less than \$1 million	Each Occurrence
Not less than \$2 million	General Aggregate
Not less than \$2 million	Personal and Advertising Injury
Not less than \$2 million	Produces-Completed Operations Aggregate
Not less than \$2 million	Excess (Umbrella)

- .1 The policy shall be endorsed to have the General Aggregate apply to this Project ONLY.
- .2 Products and Completed Operations insurance shall be maintained for a minimum period of at least five (5) years after either ninety (90) days following Substantial Completion or final payment, whichever is earlier.
- .3 The Contractual Liability Insurance shall include coverage sufficient to meet the Construction Manager's obligations under A201-2017.

§ 8.1.3 Automobile Liability (owned, non-owned and hired vehicles) for bodily injury and property damage:

not less than \$2 million	Each Accident
not less than \$2 million	Excess (Umbrella)

§ 8.1.4 Other coverage:

If, before any subcontract is entered into or any Subcontractor commences any Work, Owner and Architect are provided with written notice of a Subcontractor's insurance coverage in accordance with this Article 8, Excess (Umbrella) amounts set forth above may be waived.

§ 8.1.5 General Insurance Clause:

Construction Manager shall maintain policies in force for the duration of this Agreement, or such longer period as may be required elsewhere in the Contract Documents. All policies (except for workers' compensation and professional liability insurance) shall name the Owner, the Architect and their respective officers, agents, directors and employees as additional insureds with respect to work or services performed under this Agreement.

Construction Manager's insurance, including coverage for claims against the additional insureds, will be primary over any insurance carried by the Owner, and any policy maintained by the additional insureds shall be non-contributory. These policies shall include a separation of insureds/severability of interests clause for claims against the additional insureds due to the negligence, act, omission or other conduct of the Construction Manager or its Subcontractors, or anyone for whom the Construction Manager or a Subcontractor may be liable. The Construction Manager shall provide the Owner with copies of all policies required under this Agreement, including a copy of the additional insured endorsement, before any work or services commence. The additional insured endorsement shall provide for 30-day prior written notice to the Owner of any cancellation or material change in coverage. Failure to maintain proper insurance after

ten-day's written notice of any lapse shall be grounds for immediate termination of this Agreement. All insurance required under this Agreement shall be on forms approved by the Owner.

§ 8.1.6 Subcontractors: The Construction Manager shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable, such as for design-build elements), and workers' compensation insurance with coverages equivalent to those required of the general contractor in this contract. The Construction Manager shall require certificates of insurance from all Subcontractors as evidence of coverage.

§ 8.1.7 Exception or Waivers: any exception or waiver of any insurance requirement shall be subject to review and approval by the Owner's Risk Manager. Owner will not waive any subrogation rights or those of its insurers.

§ 8.1.8 The Owner shall provide Builders "All Risk" insurance for the project, covering Construction Manager and all Subcontractors, with no deductible.

§ 8.2 PERFORMANCE BOND AND PAYMENT BOND

§ 8.2.1 The Construction Manager shall furnish bonds covering faithful performance of this Agreement and payment of all obligations arising hereunder. Bonds may be obtained through the Construction Manager's usual source, and the cost thereof shall be included in the Cost of the Work. Any surety shall have the highest rating possible at the time the bond is issued, be acceptable to the Owner and shall be authorized to transact business and issue payment and performance bonds in the State of Oregon. The bonds shall comply with Oregon law including but not limited to the requirements of ORS Chapter 279C. The amount of each bond shall be equal to one hundred percent (100%) of the Contract Sum.

§ 8.2.2 The Construction Manager shall deliver the required bonds to the Owner at least three business days before the commencement of any Construction Phase Work at the Project site.

(Paragraphs deleted)

(Table deleted)

ARTICLE 15 SCOPE OF THE AGREEMENT

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

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 Proposal for CM/GC Services Belknap Exhibit Center from Construction Manager dated March 17, 2022
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .5

(Paragraphs deleted)

Request for Proposals Crook County Belknap Exhibit Center Issued February 18, 2022

(Paragraphs deleted)

- .6 [RESERVED]

(Paragraph deleted)

- .7 Other documents, if any, listed below:

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

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

OWNER (Signature)

Seth Crawford Crook County Judge

CONSTRUCTION MANAGER (Signature)

Jeff Deswert President

(Printed name and title)

OWNER (Signature)

Jerry Brummer Crook County Commissioner

OWNER (Signature)

Brian Barney Crook County Commissioner

Additions and Deletions Report for **AIA® Document A133™ – 2019**

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 18:35:03 ET on 04/20/2022.

PAGE 1

AGREEMENT made as of the day of April in the year 2022

...

Crook County, a political subdivision of the State of Oregon
300 NE Third St.
Prineville, OR 97754

...

Kirby Nagelhout Construction Co., a domestic corporation
63049 Lower Meadow Drive
Bend, OR 97701

...

Belknap Exhibit Center
246 Main St., Prineville, OR 97754

...

Steele Associates Architects LLC
1567 SW Chandler Ave., Suite 203
Prineville, OR 97754

PAGE 2

TBD

...

Exterior replication of historic Belknap house; interior exhibition space

...

TBD
PAGE 3

Summer 2022

...

Summer/Fall 2022

...

May 2, 2023

...

n/a

...

n/a

...

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere.)

[RESERVED]

...

County Commissioner Brian Barney
300 NE Third St.
Prineville, OR 97754

...

N/A

§ 1.1.10 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

~~.1 — Geotechnical Engineer:~~

~~.2 — Civil Engineer:~~

~~.3 — Other, if any:~~

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

[RESERVED]

PAGE 4

Adam Stephen
Steele Associates Architects LLC

1567 SW Chandler Ave., Suite 203
Bend, OR 97703

...

Nick Lilly

...

Except for project management, general conditions, general requirements, and other portions of the Work approved in advance by the Owner pursuant to this Section, the Construction Manager shall obtain and submit to the Owner competitive bids for all portions of the Work.

- (1) The Construction Manager must seek to obtain at least three competitive bids for each particular portion of the Work, including any portion of the Work which the Construction Manager is interested in self-performing. All bids shall be in a lump-sum, with alternates if appropriate. When there are single sources of particular materials or equipment, specialized requirements for the particular Work, or other circumstances in which such bidding is not practical, appropriate or in the interest of the Project, with the Owner's prior written approval, designated portions of the Work may be performed by the Construction Manager or a Subcontractor or supplier without competitive bidding.
- (2) Unless otherwise approved in advance by the Owner, all bids shall be publicly advertised and solicited in advance in the Daily Journal of Commerce.
- (3) The bid process shall conform to the requirements of ORS 279C.365, 279C.337(3), and OAR 137-049-0690(5)(k).
- (4) For portions of the Work which the Construction Manager is interested in self-performing, the following shall apply:
 - (a) Bid solicitations shall state the Construction Manager's intent to bid on the particular portion of the Work.
 - (b) All bids, including the bid of the Construction Manager, shall be lump sum amounts with alternates, if appropriate, and shall be written, signed and submitted in a sealed envelope to the Owner's Representative. The Construction Manager's bid must be submitted to the Owner's Representative at least two (2) hours in advance of the date and time set for the receipt of competing bids.
 - (c) The bids shall be publicly opened and read aloud by the Owner's Representative at the specified location and specified time.
 - (d) Subject to the Owner's right to reject any or all bids, each particular portion of the Work will be awarded to the responsible bidder with the lowest responsive bid.
 - (e) The Owner will evaluate the Construction Manager's bid for self-performed work in accordance with the criteria set forth in sub-paragraph (5) (b) below.
- (5) For portions of the Work which the Construction Manager is not interested in self-performing, the following shall apply:
 - (a) All bids shall be in writing, signed and submitted to the Construction Manager with the Owner's Representative present, either in a sealed envelope or by facsimile, at a specified location and specified time. The Construction Manager shall assure that bids are not made known to any potential bidders prior to the specified time.
 - (b) The bids received by the specified time shall be reviewed and evaluated by the Construction Manager, with the Owner having full access to the bid review, and evaluation based on the following criteria and scoring scheme:

<u>Base bid (low bid)</u>	<u>50 points possible</u>
<u>Workers' Compensation safety rating</u>	<u>5 points possible</u>
<u>Bonding ability and references</u>	<u>5 points possible</u>
<u>Available manpower dedicated to the Project/ performance history</u>	<u>20 points possible</u>
<u>Project management & supervisory experience of those assigned to the project & performance history</u>	<u>15 points possible</u>
<u>Company claims history</u>	<u>5 points possible</u>

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

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§ 2.2.1 The service or services to be rendered under this contract are those of an independent contractor who is not an officer, employee, or agent of County as those terms are used in ORS 30.265, and will be so deemed for all purposes. This Agreement is not intended to entitle the Construction Manager to any benefits generally granted to Owner's employees.

§ 2.2.2 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 this Agreement. Any subcontractor hired by the Construction Manager shall be similarly responsible.

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

...

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

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§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~Project.~~

...

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's written approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction

Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

...

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

...

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

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- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section ~~3.2.2;3.2.2~~ and any allowances used in the calculation of the GMP to supplement the information provided by the Owner and contained in the Drawings and Specifications;

...

- .5 A date by which the Owner must accept the Guaranteed Maximum ~~Price.~~ Price and the identify of all Subcontractors of any tier.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's ~~exclusive~~ use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. The actual amount of this contingency will be determined by the Construction Manager and Owner at the time the final Guaranteed Maximum Price is established. The initial Guaranteed Maximum Price shall be modified, up or down, to account for changes in the scope of work or as otherwise provided in the Contract Documents. Together with each application for payment, the Construction Manager shall provide an itemized accounting of all items charged against the Construction Manager's contingency.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both. The Construction Manager agrees to provide the Construction Phase Services described herein for an amount not to exceed the amount set forth in Article 6.

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

...

§ 3.3.1.2 ~~The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.~~ issuance of a Notice to Proceed.

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

...

§ 3.3.3 OPERATIONS AND MAINTENANCE MANUALS

As part of the Work, Construction Manager shall submit a preliminary operations and maintenance manual (O&M Manual) which is complete as of the date of its submission for review by the Owner and the Architect when 75% or more of the Work has been completed. The O&M Manual shall contain but not be limited to a complete set of all submittals, all product data as required by the specifications, training information, a telephone list of consultants, manufacturers, installers and suppliers, manufacturer's printed data, recording and shop drawings, schematic diagrams of systems, equipment indexes, warranties and bonds. The Owner's representative shall review and return the O&M Manual. Prior to its submission of its final payment request five complete and approved sets of O&M Manuals shall be delivered by the Construction Manager to the Owner and Architect.

§ 3.3.4 TRAINING SESSIONS

As part of the Work, and prior to the submission of the request for final payment, the Construction Manager shall schedule with the Owner training sessions for all equipment and systems. The scheduling shall be at least two weeks prior to the proposed date(s), which date(s) shall be convenient for the Owner's representatives. Training shall occur only after the particular equipment and/or system is completely installed and is operational in its normal operating environment.

§ 3.3.5 POST PROJECT EVALUATION REPORT

As part of the Work, and prior to the submission of the request for final payment, the Construction Manager shall assist the Owner in developing a post-project evaluation report pursuant to the ORS 279C.355. As part of that process, the Construction Manager shall propose a draft analysis which includes the following information:

- .1 A statement of the actual Project cost as compared with original project estimates, and a statement of the amount of the GMP.
- .2 An analysis of any cost savings attributed to the use of the CM/GC process, including savings due to value engineering, constructability, review and construction below the GMP.
- .3 The number of project change orders, including an identification of the change orders issued by the Owner, and a general explanation of why the change orders were required and the impact on the GMP.
- .4 A narrative description of the successes and failures during design, engineering and construction of the project.
- .5 Any additional information related to the cost savings or time savings attributable to the CM/GC process.

...

§ 4.1.2 ~~Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.~~ [RESERVED]

PAGE 11

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

...

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. The furnishing of such information shall not relieve the Construction Manager from its duties to inspect the site and surrounding conditions.

...

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

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner’s representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner’s authorized representative. The Owner may replace its identified representative at any time for any reason. Both Architect and Construction Manager will be given written notice of such change, in writing and at least two (2) weeks prior to the change, or such notice as is possible under the circumstances.

...

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document ~~B133™ 2019, B101™ 2017~~, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, as amended, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect’s scope of services in the agreement.

PAGE 12

Not to Exceed Amount of \$19,500.00

...

Fixed, Fully Loaded Personnel Hourly Rates

...

- <u>Project Executive</u>	<u>\$135</u>
- <u>Senior PM</u>	<u>\$125</u>
- <u>PM</u>	<u>\$110</u>
- <u>Superintendent</u>	<u>\$105</u>

- Estimator

\$115

...

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within six (6) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

...

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest ~~at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.~~
(Insert rate of monthly or annual interest agreed upon.)

~~—%~~ as prescribed by ORS 279C.570.

...

2.5% of the Cost of the Work

...

2.5% of the Cost of Increase and 0% deductions in the Cost of Work

PAGE 13

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed ~~percent (—%)~~ of the standard rental rate paid at the place of the Project.

...

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner. All Savings shall accrue to the Owner.

...

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

...

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction. There shall be no fee increase or decrease due or to become due to the Construction Manager related to deductive Change Orders. The Construction Manager's fee increase for additive Change Orders shall be 2.5% of the Cost of the Change Order Work.

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§ 7.5.2 ~~Rental charges—charges, which shall not exceed published rates of commercial rental companies,~~ for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned

by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

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

...

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

PAGE 18

Owner shall make progress payments on the Contract monthly as Work progresses as provided in this agreement. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. If the Owner determines that an Application for Payment is filled out incorrectly, the Owner shall so notify the Construction Manager within ten (10) days stating the reason or reasons the invoice is defective or improper. A defective or improper invoice, if corrected by the Construction Manager within seven (7) days of being notified by the Owner, shall not cause a payment to be made later than specified in this section.

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 10th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than fourteen (14) working days after the Architect receives the Application for Payment.

...

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee. Construction Manager and all Subcontractors shall submit with the Application for Payment waivers of claims for the amount of payments received and conditional waivers for the amounts to be paid (excepting only those specific claims expressly identified and reserved in writing). The Construction Manager and all Subcontractors shall provide certified payroll statements to the extent required by ORS 279C.845 no later than the fifth working day of the month. Payment by the Owner shall not be made until the Owner has received the Certified Payroll report.

...

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

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five percent (5%)

...

Per State statute

PAGE 20

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document ~~A201-2017~~, A201-2017 or elsewhere in the Contract Documents, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting and submitted or made available supporting documentation for the Cost of the Work and a final Application for Payment; and

...

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201-2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting. The retainage held by the Owner shall be included in and released to the Construction Manager as part of the final payment of the Contract Sum. The Construction Manager shall notify the Owner in writing when the Construction Manager considers the Work complete and the Owner shall, within fifteen (15) days after receiving the written notice, either accept the Work or notify the Construction Manager of Work yet to be performed on the Contract.

§ 11.2.2.3 If the Owner's auditors' report concludes Owner finds that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request ~~mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201-2017. A request for mediation a decision of the Initial Decision Maker pursuant to Section 15.2 of A201-2017.~~ A request shall be made by the Construction Manager within ~~30-60~~ days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request ~~mediation the decision~~ within this ~~30-day-60-day~~ period shall result in the substantiated amount reported by the Owner's ~~auditors Representative~~ becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment. The decision of the Initial Decision Maker does not negate any right of the Owner or the Construction Manager from pursuing Arbitration pursuant to Section 15.4 of A201-2017 and Article 12 of this Contract.

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

...

[] Arbitration pursuant to Article 15 of AIA Document A201-2017

PAGE 22

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

agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

PAGE 23

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of A201–2017 as modified or elsewhere in the Contract Documents. Such insurance shall be written for not less than the following limits, or greater if required by law. There shall be no cancellation or change in any policy, potential exhaustion of limits or intent not to renew without thirty (30) days prior written notice to the Owner.

§ 14.3.1 Preconstruction Phase

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

~~§ 14.3.1.1 Commercial General Liability with policy limits of not less than (\$) for each occurrence and (\$) in the aggregate for bodily injury and property damage.~~

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

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

~~§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.~~

~~§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

§ 14.3.1.6 Other Insurance

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

§ 8.1.1 Workers' Compensation and Employers' Liability meeting statutory limits mandated by state and federal laws. If (1) limits in excess of those required by statute are to be provided, or (2) the employer is not statutorily bound to obtain such insurance coverage or (3) additional coverages are required, additional coverages and limits for such insurance shall be as follows:

Construction Manager shall provide and maintain workers' compensation coverage for its employees, officers and /or partners as required by applicable workers' compensation laws. Employers' Liability limits shall not be less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 each accident for bodily injury by disease.

§ 8.1.2 Commercial General Liability including coverage for Premises-Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability (for the Construction Manager's indemnification obligations for third-party bodily injury or property damage), Personal Injury and Broad Form Property Damage (including coverage for Explosion, Collapse and Underground hazards):

Not less than \$1 million Each Occurrence

Not less than \$2 million General Aggregate

Not less than \$2 million	Personal and Advertising Injury
Not less than \$2 million	Produces-Completed Operations Aggregate
Not less than \$2 million	Excess (Umbrella)

- .1 The policy shall be endorsed to have the General Aggregate apply to this Project ONLY.
- .2 Products and Completed Operations insurance shall be maintained for a minimum period of at least five (5) years after either ninety (90) days following Substantial Completion or final payment, whichever is earlier.
- .3 The Contractual Liability Insurance shall include coverage sufficient to meet the Construction Manager's obligations under A201-2017.

§ 8.1.3 Automobile Liability (owned, non-owned and hired vehicles) for bodily injury and property damage:

not less than \$2 million	Each Accident
not less than \$2 million	Excess (Umbrella)

§ 8.1.4 Other coverage:

If, before any subcontract is entered into or any Subcontractor commences any Work, Owner and Architect are provided with written notice of a Subcontractor's insurance coverage in accordance with this Article 8, Excess (Umbrella) amounts set forth above may be waived.

§ 8.1.5 General Insurance Clause:

Construction Manager shall maintain policies in force for the duration of this Agreement, or such longer period as may be required elsewhere in the Contract Documents. All policies (except for workers' compensation and professional liability insurance) shall name the Owner, the Architect and their respective officers, agents, directors and employees as additional insureds with respect to work or services performed under this Agreement.

Construction Manager's insurance, including coverage for claims against the additional insureds, will be primary over any insurance carried by the Owner, and any policy maintained by the additional insureds shall be non-contributory. These policies shall include a separation of insureds/severability of interests clause for claims against the additional insureds due to the negligence, act, omission or other conduct of the Construction Manager or its Subcontractors, or anyone for whom the Construction Manager or a Subcontractor may be liable. The Construction Manager shall provide the Owner with copies of all policies required under this Agreement, including a copy of the additional insured endorsement, before any work or services commence. The additional insured endorsement shall provide for 30-day prior written notice to the Owner of any cancellation or material change in coverage. Failure to maintain proper insurance after ten-day's written notice of any lapse shall be grounds for immediate termination of this Agreement. All insurance required under this Agreement shall be on forms approved by the Owner.

§ 8.1.6 Subcontractors: The Construction Manager shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable, such as for design-build elements), and workers' compensation insurance with coverages equivalent to those required of the general contractor in this contract. The Construction Manager shall require certificates of insurance from all Subcontractors as evidence of coverage.

§ 8.1.7 Exception or Waivers: any exception or waiver of any insurance requirement shall be subject to review and approval by the Owner's Risk Manager. Owner will not waive any subrogation rights or those of its insurers.

§ 8.1.8 The Owner shall provide Builders "All Risk" insurance for the project, covering Construction Manager and all Subcontractors, with no deductible.

§ 8.2 PERFORMANCE BOND AND PAYMENT BOND

§ 8.2.1 The Construction Manager shall furnish bonds covering faithful performance of this Agreement and payment of all obligations arising hereunder. Bonds may be obtained through the Construction Manager's usual source, and the cost thereof shall be included in the Cost of the Work. Any surety shall have the highest rating possible at the time the bond is issued, be acceptable to the Owner and shall be authorized to transact business and issue payment and performance bonds in the State of Oregon. The bonds shall comply with Oregon law including but not limited to the requirements of ORS Chapter 279C. The amount of each bond shall be equal to one hundred percent (100%) of the Contract Sum.

§ 8.2.2 The Construction Manager shall deliver the required bonds to the Owner at least three business days before the commencement of any Construction Phase Work at the Project site.

Coverage

Limits

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

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

~~§ 14.3.2 Construction Phase~~

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

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

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

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

~~§ 14.5~~ Other provisions:

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~~.3~~ AIA Document A133™ 2019, Exhibit B, Insurance and Bonds Proposal for CM/GC Services Belknap Exhibit Center from Construction Manager dated March 17, 2022

...

~~.5~~ AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

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

Request for Proposals Crook County Belknap Exhibit Center Issued February 18, 2022

~~.6~~ Other Exhibits:

~~(Check all boxes that apply.)~~

~~[]~~ AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:

~~(Insert the date of the E234 2019 incorporated into this Agreement.)~~

[] Supplementary and other Conditions of the Contract:

.6 [RESERVED]

Document Title Date Pages

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OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

(Printed name and title)

(Printed name and title)

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

Seth Crawford Crook County Judge

Jeff Deswert President

(Printed name and title)

OWNER (Signature)

Jerry Brummer Crook County Commissioner

OWNER (Signature)

Brian Barney Crook County Commissioner

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:35:03 ET on 04/20/2022 under Order No. 2114313138 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754

• Phone: 541-416-3919

Physical: 301 NE 3rd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: John Eisler, Asst. County Counsel

DATE: April 26, 2022

RE: Health and Dental Insurance Policy
Our File No.: HR 320

Enclosed is Order 2022-15. At the work session earlier today, April 26, 2022, due to time constraints, the County Court passed a motion 3-0 to amend the County's policy regarding health and dental insurance benefits. Under the previous policy a newly hired employee would not be eligible for dental and health benefits until "the first day of the month following 30 days of employment." If say, an employee was hired on February 2, that would mean they wouldn't be eligible for said benefits until April 1. Under the new policy, the date of eligibility would instead be March 1.

This Order will ratify the County Court's April 26, 2022 motion and amend the County's employee handbook to reflect the new policy.

Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, *, 2022 County Court Agenda as a CONSENT ITEM, for approval and signatures.

IN THE COUNTY COURT OF THE STATE OF OREGON
FOR THE COUNTY OF CROOK

IN THE MATTER OF)
RATIFYING THE CROOK)
COUNTY HEALTH AND)
DENTAL INSURANCE POLICY) ORDER NO. 2022-15
AND AMENDING THE)
EMPLOYEE HANDBOOK)
)

WHEREAS, the Crook County Court met at a regular weekly public work session on Tuesday, April 26, 2022; and

WHEREAS, Crook County is committed to attracting and retaining skilled and committed employees; and

WHEREAS, in the current competitive environment, Crook County has been at a disadvantage relative to other public and private entities with respect to its health insurance policy; and

WHEREAS, decreasing the length of time a new hire must wait before becoming eligible for health and dental benefits will improve the County's recruitment and retention efforts; and

WHEREAS, from time to time it is helpful to review the County's existing policies to determine where they can and should be revised.

NOW, THEREFORE, the Crook County Court adopts the recitals above, and ORDERS and DIRECTS, based upon the above recitals, that:

Section 1. The first paragraph of the Crook County Employee Handbook section entitled “Medical, Dental, and Vision Insurance” is amended to include the following paragraph, with additions underlined and deletions struck through.

Regular full-time and regular part-time employees (working a minimum of 120 hours per month) shall be eligible for medical, dental and vision insurance unless the employee elects not to take it. Employees are eligible the first day of the month following ~~30 days~~ the month of their first employment. In some instances medical and dental insurance may not be separated for purposes of election.

Section 2. County staff are authorized to make further formatting and pagination changes as may be necessary to effectuate this Order 2022-15.

DATED this _____ day of April, 2022.

CROOK COUNTY COURT

Judge Seth Crawford

Commissioner Jerry Brummer

Commissioner Brian Barney



OCHOCO NATIONAL FOREST ACTIVITY UPDATE

More information is available on the Forest's web pages www.fs.usda.gov/main/ochoco/home and www.fs.usda.gov/projects/ochoco/landmanagement/projects

FOREST VEGETATION MANAGEMENT PLANNING & IMPLEMENTATION

Ongoing Timber Sale Operations

- *Lobo Decks sale in the Wolf project area. Operators are removing left over logs that are decked at landings from the Lobo IRSC project. This is an ongoing operation, depending on weather, road conditions, and market for this non saw wood.*
- *No other timber sales are operating at this time. Typically purchasers/operators move back onto the forest for the summer logging season in May/early June, weather and conditions dependent.*
- *Grandview Danger Tree Removal Contract being developed*

Wildfire Reforestation

- *The Ochoco's largest conifer planting effort in recent years will be kicking off after this winter storm (expected to begin 4/18). About 1,000 acres will be planted across multiple fire areas: Bailey Butte, Corner Creek, Hammer, Cemetery, and Frog fires will be planted with Ponderosa pine and minor amount of Western larch grown from previously collected local seed sources. Native shrubs and riparian species are also planned in these and other areas. Next year reforestation efforts will continue at smaller scale.*

Grassland Post-Fire Wildlife Habitat Restoration

- *The Forest will begin implementation on a project on the CRNG that will rebuild 10 wildlife guzzlers and 4 riparian exclosures that were lost in the Emerson Fire in 2017. Rocky Mountain Elk Foundation, ODFW, and Oregon Wildlife Foundation are all contributing financially to this project.*

Metolius Winter Range project

- *Over the winter we completed an aerial seeding application within the Grandview Fire where this project also overlapped. In 2022, we plan to aerially seed an additional 300 acres of native seed, thin 350 acres of juniper, treat invasive weeds, and begin the grow out process for bitterbrush plants for future plantings within this project area.*

Timber Stand Improvement Contract

- *Pre commercial thinning and hand piling continues this spring in the Wolf and McKay planning areas. This is being accomplished through a service contract and also through an IRSC (Integrated Resource Service Contract called Lobo IRSC).*
- *Two large contracts have been awarded for hand thinning and piling operations to two different contractors in 2020 and 2021. Each contract was approximately 1500 Ac. Contractors are not currently working in either area, but work is expected to begin no later than May. A third thinning contract will be advertised shortly with approximately 2,500 acres of non commercial thinning & piling (hand & grapple) . All three contracts are a mix of post-harvest thinning work, aspen restoration, and small diameter stands including plantations.*

Lower N. Fork Crooked/Paulina Creek Assessment Area

- *The Paulina Ranger District is developing a proposed action to address the need to reduce stand densities and hazardous fuels in the planning area that includes the Lower North Fork Crooked River and Paulina Creek Watersheds. A proposed action will be scoped with the public this spring.*



Mill Creek Planning Area

- The Lookout Mountain Ranger District continues to work on an environmental assessment. Action alternatives include between 7,800 and 12,000 acres of commercial thinning; plus noncommercial thinning, a large footprint of fuels reduction, and aquatic restoration.

PRESCRIBED FIRE

Spring Prescribed Burning – If conditions allow, here are the tentative plans for prescribed burns this spring:

- *Jackson Burn Block #1 (Jackson Planning Area) 3196 Acres. Located near Little Summit Prairie between the 30 Road and 4250 road.*
- *McKay Burn Block #2 (McKay Planning Area) approximately 890 acres. Located a few miles from the Ochoco NF Boundary up McKay between the 2705 and 2710 roads.*
- *HEJ Burn Block #14 (HEJ Planning Area) approximately 240 acres. Located next to Big Summit Prairie near the 42 and 4210 roads.*

There will also be some practice training fires for the Redmond Smoke Jumpers and Central Oregon Rappelers.

AQUATIC RESTORATION

Lookout Mtn Ranger District and CRNG Continuation of the Upper Trout Creek Rehabilitation Project on the NW part of the Forest. Scheduled work for this upcoming field season include:

- *~20 acres of riparian planting on Lower Auger Creek*
- *~2.2 miles of large wood additions, pool development, and floodplain reconnection on Big Log Creek*
- *~2.6 miles of large wood additions, pool development, and floodplain reconnection on Dutchman Creek*
- *2.3 miles of large wood additions, pool development, and floodplain reconnection on Cartwright Creek*
- *~2.8 miles of large wood additions, pool development, and floodplain reconnection on Potlid Creek*

RANGE MANAGEMENT

Range Specialists have been working with permittees on the updating Annual Operating Plans.

- *On Paulina Ranger District, cattle start showing up early to mid May and will be on the forest until September/October. All permittees will be grazing except one on the District and 5 allotments are being rested for resource protection.*
- *On the Crooked River National Grassland, all annual operating instructions are complete and turn-outs began in March to try to match the earlier green-up and drier weather this year. All allotments are planned to be used on the Grassland.*
- *On Lookout Mountain Ranger District, Annual Operating Instructions are happening, new permits are being issued and grazing is planned for a similar use level as last year.*
- *The Ochoco Wild Horse Herd Management Plan implementation has begun with the ordering of necessary equipment to handle wild horses safely. The supplies have been difficult to*

obtain so the project has been delayed. Implementation of this plan in the form of capturing and removing wild horses will begin in the fall of this calendar year.

RECREATION, LANDS, AND SPECIAL USES

Walton Lake Restoration Project Revised Environmental Assessment

- Ongoing litigation going through briefing in federal court. Oral Hearing in July.

Trail Planning & Implementation

- The Forest Service completed an environmental assessment which analyzed relocating the Cole Loop Trail away from the target shooting area in the vicinity of Lone Pine Road, and designation of the Skull Hollow Trailhead as a day use only area. Decision Notice is expected this spring.
- The Forest continues to participate with Ochoco Trails group as they work on developing project ideas for the Grassland to address existing and growing demands for trail networks.
- The Forest Service is preparing the environmental assessment for the Lemon Gulch Trails Project and will release it for 30-day public comment period as soon as it is finished.
- A proposal for designating equestrian trails is expected to be released next fall. The Corral Flats endurance ride has been taking place on roads and unofficial trails for years. The proposal would establish trails and controls on illegal OHV use in the area.

SUMMER YOUTH EMPLOYMENT

Youth Conservation Corps

- *The Ochoco National Forest and the Crooked River National Grassland is Partnering with Heart of Oregon Corps and Central Oregon Intergovernmental Council to field 4 YCC crews based out of Crook County (another three out of Jefferson). 5 young people and one adult Crew leader per Crew so that would be a total of 20 young people (16-18) and 4 adults that we are hoping to employ from Crook County. Projects will vary and occur across the Forests, some examples of projects are: fuels reduction, fence, construction, repair and removal, riparian plant and shrub protection, invasive plant removal, campground maintenance, trail maintenance and fire prevention activities. Young people will also have a career day where they learn about Natural Resource careers and will receive assistance from FS staff in applying for seasonal and permanent FS/BLM jobs for the future.*

Trail Crew

- *The Ochoco NF and Crooked River NG are partnering with HOC to provide a trail crew for young adults. This is a new program. We are working very hard to fill positions on this crew. The work will be on many existing trails throughout the Forest and Grassland and will include both daily work and spike camp work. Crews will work under the close supervision of Ochoco NF Trails and Recreation staff.*

HOC AmeriCorps

- *This is an existing year-round program for young adults run by Heart of Oregon Corps. This year the Crews will be helping to replace fire rings and picnic tables at some of our campgrounds,*





repairing and reconstructing fences at Skull Hollow Campground, Sugar Creek Campground, Wildcat Campground and Elkhorn Campground. Crews will also be assisting our invasives staff controlling weeds with the application of herbicides where appropriate.

Central Oregon Intergovernmental Council (COIC) School year work to learn crews.

- *COIC crews now working out of and in conjunction with the Pioneer Secondary and Alternative school under the very capable leadership of Jeff Warren. This program helps young people with credit recovery and with GED all while paying a wage for hard work out on the Ochoco National Forest and getting great work done. Currently the Crew is constructing a pasture fence in the area of Williams Prairie.*

Children's Forest of Central Oregon

- *This summer Children's Forest of Central Oregon is Partnering with the Ochoco N.F. and Crooked River N.G. to provide internship opportunities for young people who are part of the Crook County High School Natural Resources Career Technical Education (CTE) Program*



Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754

• Phone: 541-416-3919

Physical: 301 NE 3rd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: John Eisler, Asst. County Counsel

DATE: April 15, 2022

RE: Pinnacle Supplemental Services for Justice Center
Our File No.: Ct Contracts 281

Enclosed is Supplemental Services #05 (SS5) from Pinnacle Architecture for their work with the design of the new Justice Center. This SS5 is based on additional work required following a proposed reconfiguration the courtroom design. Initial plans placed the judges' bench in a corner with clerks' staff along the far wall and the witness box directly across the jury box. At a recent mock-up meeting, stakeholders changed course and asked that the witness box and clerks' staff swap, as far as I understand it.

The change has ripple effects that will require three additional weeks of work by the architect, courtroom specialist, and engineers. This SS5 increases the contractual amount by just under \$59,948. Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, May 4, 2022 County Court Agenda as a DISCUSSION ITEM.



ENHANCING LIVES AND COMMUNITIES

INTEGRITY • INNOVATION • COLLABORATION

SUPPLEMENTAL SERVICES #05

In accordance with the AGREEMENT date: 1/6/2021

Between Crook County

Project #: 2036.CCJ

And: Pinnacle Architecture, Inc.

Project Name: Crook County Justice Center

- Authorization is Given to:
- proceed with additional services as described below.
 - proceed with revision to Basic Scope of Work as described below.
 - to incur Reimbursable Expenses.

Pinnacle architecture is presenting this fee proposal amendment for additional A/E services for modifications to the courtroom design during the design development phase. This Supplemental Services amendment covers additional services required by Pinnacle, KMB and PAE to modify DPb to meet newly identified layout needs in the courtroom. These modifications require additional meeting time, design time, and overtime hours to minimize the impact to the schedule as much as possible.

- During conceptual, schematic and design development phases of the project the stakeholder group and Crook County representatives evaluated multiple different potential courtroom configurations. As part of the iterative design process the stakeholders had directed the design team to proceed with a corner bench courtroom that was approximately 38'-0" wide and configured to have the clerk's staff along the far wall of the courtroom, with the witness box located directly across the courtroom from the jury box. This configuration was expressed in similar example courtroom photographs, plans, renderings and enlarged millwork documents that were further refined throughout the process. At the March 18, 2022 Courtroom Mock-up Meeting at the Grizzly Mountain Pavilion, 1280 S MAIN ST PO BOX 507, Prineville, OR 97754; several of the stakeholders indicated that the configuration was not workable and that it was the Judicial Districts request to reconfigure the courtrooms to have the witness along the far wall of the courtrooms and the clerks staff directly across the courtroom from the jury box.
- Multiple alternative courtroom configurations were explored and presented to the stakeholder group with a preferred solution (Option 3) selected to be constructed as part of the revised Courtroom Mock-up reviewed and approved on April 12, 2022.
- The revised preferred courtroom configuration has a ripple effect to the Architectural, Interior, Mechanical, Electrical and Lighting design documents both in additional time and design deliverable completion dates. Based on conversations between PAE Engineers, Pinnacle Architecture and KMB architects it is determined that 3 weeks of additional time will be needed to be added to the DB-b 100% Contract Documents deliverable completion date from July 8, 2022 to July 29, 2022. This is 1 week shorter than originally estimated and fees include staffing to reduce the schedule impact.
 - Pinnacle team: 30% (minor role in courtroom design)
 - Project Management – team coordination/schedule/budget (Briana)
 - Interiors- revisions, documentations, selections, renderings, and coordination with lighting consultant (Mallory)
 - KMB: 60% (major role in courtroom design)
 - Multiple alternative courtroom configurations were explored and presented to the stakeholder group with a preferred solution (Option 3) selected to be constructed as part of the revised Courtroom Mock-up to be reviewed on April 13, 2022.
 - Courtroom documentation, review, and coordination of courtroom specific designs, documents, and consultant coordination. (Principal, Architect x2, support staff)
 - PAE: 10% (support role)
 - Additional meetings, new Lighting layouts, details, controls/sequence of operations, Revise Lighting diagrammatic renderings, Revised lighting schedules/fixture selections, revise Technology layouts.



ENHANCING LIVES AND COMMUNITIES

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AS FOLLOWS:

The following adjustments shall be made to the compensation and time:

Phase I Contract Amount	507,018.00
Phase II - Original Contract Amount	2,257,500.00
Amount Changed by previously authorized Agreements	766,800.00
Contract Sum prior to this Supplemental Service	3,531,318.00
Amount changed by this Supplemental Service	59,948.00
New Contract Sum including this Supplemental Service	\$3,591,266.00

Work requires a 3 week extension to the DP-b 100% contract document deliverable adjusting the completion date from July 8, 2022 to July 29, 2022.

Prompt written notice is required if the services indicated are not needed.

Submitted by:

Briana Manfrass

Digitally signed by Briana Manfrass
 DN: C=US, E=briana@parch.biz,
 O=Pinnacle Architecture, Inc.,
 CN=Briana Manfrass
 Reason: SS#5
 Date: 2022.04.14 15:11:30-07'00'

Signature

Date

AUTHORIZATION IS GIVEN OR NOTIFICATION IS ACKNOWLEDGED BY:

Signature

Date

IN THE COUNTY COURT OF THE STATE OF OREGON
FOR THE COUNTY OF CROOK

IN THE MATTER OF ADOPTING)
A POLICY REGARDING HOW)
THE COUNTY MAY DECIDE) ORDER NO. 2022-____
TO REIMBURSE EMPLOYEES)
FOR THE COSTS OF DEFENDING)
AGAINST BAR COMPLAINTS)

WHEREAS, certain County employees are required by the nature and scope of their employment to be licensed to practice law under the rules of the Oregon State Bar. As such, the employees are subject to complaint procedures of the Bar for violations of the Rules of Professional Conduct; and

WHEREAS, complaints made to the Bar are not torts under ORS 30.285, but the County may determine, on a case-by-case basis, that it will assist in the defense of such complaints.

NOW, THEREFORE, the Crook County Court adopts the recitals above, and ORDERS and DIRECTS, based upon the above recitals, that:

Section 1. The Crook County Employee Handbook is amended to include the “Bar Complaint Representation Reimbursement Policy” as depicted on Exhibit A, attached hereto and incorporated herein.

Section 2. County staff are authorized to make formatting and pagination changes as may be necessary to effectuate this Order 2022-____.

DATED this ____ day of _____, 2022.

CROOK COUNTY COURT

Judge Seth Crawford

Commissioner Jerry Brummer

Commissioner Brian Barney

<u>Vote:</u>	Aye	Nay	Abstain	Excused
Seth Crawford	_____	_____	_____	_____
Jerry Brummer	_____	_____	_____	_____
Brian Barney	_____	_____	_____	_____

EXHIBIT A
BAR COMPLAINT LEGAL REPRESENTATION REIMBURSEMENT POLICY

Statement of Policy

Crook County may consider, on a case-by-case basis, whether to provide employees with reimbursement for representation costs associated with complaints, investigations or other actions involving the Oregon State Bar Association. For a request for reimbursement to be considered by Crook County, the complaint, investigation or other action must arise out of activities/conduct undertaken by the employee while acting in the course and scope of employment and in a manner consistent with County procedures and policies.

Applicability

This policy applies to employees of Crook County who operate pursuant to professional licensure/certification standards of the Oregon State Bar. This policy only applies to Bar complaints that are not covered by Crook County Bar complaint insurance policy, if any.

General

Crook County is not legally obligated to defend employees with regard to professional licensure or certification complaints, investigations or other actions. However, in certain instances, the Crook County will consider providing on-going reimbursement of costs incurred by employees with regard to complaints, investigations or other actions involving the Oregon State Bar Association where the subject activities/conduct was undertaken by the employee while acting in the course and scope of his/her employment with Crook County.

Process

If an employee plans to request reimbursement from Crook County regarding a complaint, investigation, or other action involving boards or other entities regulating the employee's professional licensure or certification, the employee will, at the earliest opportunity, but no later than three (3) business days after receiving notice of the underlying complaint, investigation, or other action, notify his/her immediate supervisor. Thereafter, the employee will cooperate fully with the supervisor such that the supervisor and the employee may jointly prepare a formal written request for reimbursement. The written request will summarize the relevant information and will include an assessment by the supervisor as to the merits, if any, of the complaint, investigation or other action. The written request will be sent to the employee's Department Head for review and decision. The Department Head will then make a written decision on whether or not to approve the request for reimbursement, and

identify applicable conditions/limitations. The decision of the Department Head will be final.'

Documentation

The employee will provide his/her supervisor with such documentation showing the amount sought for reimbursement as the supervisor may request, and as may be required by the County Finance office.

Reimbursement Cap

If the Department Head approves the request for reimbursement, the maximum amount that will be reimbursed is \$15,000.00.

DRAFT