School Board Agenda
Oregon City School District, May 13, 2019

The Board of Education will meet in Executive Session, at 6:00p.m., in Room 115 at the Jackson Building, 1306 12th Street, Oregon City to discuss property and collective bargaining matters pursuant to ORS 192.660(2)(d) and (e).

NOTICE TO MEDIA: In accordance with ORS 192.660(4) regarding Executive Sessions, news media representatives may not be allowed to attend portions dealing with collective bargaining strategy or consideration of student expulsion. All other matters discussed in Executive Session must remain undisclosed.

Please silence all electronic devices before the meeting begins.

**Executive Session:**
- Property
- Collective Bargaining

The Board of Education will meet in Work Session, following Executive Session, in Room 115 at the Jackson Building, 1306 12th Street, Oregon City.

**Work Session Agenda:**
- 2019-20 Budget Development
- Turf Replacement Fund
- Transportation Equipment Replacement Fund

The Board of Education will meet in Regular Session beginning at 7:00 p.m., in the District Board Room at the Jackson Building, 1306 12th Street, Oregon City.

Please silence all electronic devices before the meeting begins.

**Regular Meeting Agenda:**

1. CALL TO ORDER

2. FOCUS ON LEARNING
   Elementary Professional Learning – Kelli Rhea & Cori Waufle
   EL Family Night – Meg Sundseth & Elaine Morelock

3. RECOGNITION AND GOOD NEWS ABOUT OREGON CITY SCHOOLS
   ASBO Financial Reporting Excellence Award – Susan Dodd
   Janet Whitney Scholarship Fund – Tom Lovell
   PACE Safety Star – Gail Hoskins

4. PATRON INPUT
   Visitors who have not previously arranged with the Superintendent to appear before the Board may be heard by signing in on the form found beside the agenda packets near the door.
5. REPORTS
   Budget Development – Larry Didway
   Bond Implementation – Wes Rogers
   Portrait of Graduate – Kyle Laier

6. LOCAL CONTRACT REVIEW
   The Board of Education will serve as the Local Contract Review Board (LCRB) in accordance with Policy DJC—Bidding Requirements

   PATRON INPUT

   ACTION ITEMS
   A. 11819-243 Approve Resolution Granting Exemption From Competitive Bidding For Safety & Security Hardware Replacement Authorizing Selection By Sole Source Provider For The Oregon City School District No. 62
   B. 1819-244 Approve Resolution Granting Exemption From Competitive Bidding For Construction Of Renovation Of Ogden Middle School By Means Of A Construction Manager/General Contractor (Cm/Gc) And Authorizing Selection By Requests For Proposal For The Oregon City School District No. 62
   C. 1819-245 Approve Resolution Granting Exemption From Competitive Bidding For Construction Of Replacement Of Gardiner Middle School By Means Of A Construction Manager/General Contractor (CM/GC) And Authorizing Selection By Requests For Proposal For The Oregon City School District No. 62

7. BOARD COMMUNICATION
   Jane Adrian & Al Gallagher Award Nominations Due May 15th – Kyle Laier
   Ex Officio Members: OCHS, OCEA and OSEA representatives

8. DISCUSSION
   Policy Development – Mary Larson

9. ACTION ITEMS
   A. CONSENT AGENDA
      1. Approve minutes: April 8, 2019, Regular Session
      2. 1819-19 Approve Licensed Appointments
      3. 1819-109 Approve Added Duty Appointments
   B. 1819-246 Approve Retirement Plan Compliance
   C. 1819-247 Approve Schlage Locksets Contract
   D. 1819-248 Approve 2018-19 Contracts Exceeding $150,000
   E. 1819-249 Approve Canyon Property Sale
   F. 1819-241 Approve Food Service Management Contract Renewal with Sodexo for 2019-20 Fiscal Year
   G. 1819-242 Approve 2019-20 Facilities Use Fee Schedule

10. Other items requiring action by the Board (addendum)

11. ADJOURNMENT

NEXT MEETING:
   6:00 p.m., May 20, 2019 – Budget Committee Mtg. #1, Jackson Campus Board Room
   6:00 p.m., June 3, 2019 – Budget Committee Mtg. #2, Jackson Campus Board Room
   6:00 p.m., June 10, 2019 – Work Session, Jackson Room 115
   7:00 p.m., June 10, 2019 – Regular Session, Jackson Campus Board Room
WHEREAS, the School Board ("Board") of Oregon City School District No. 62 ("District") acts as the local contract review board for the District, and in that capacity, has authority to approve allowing the award of contracts for goods or services without competitive bidding requirements, in particular circumstances; and

WHEREAS, ORS 279B.075 provides a process for a contracting agency to award a contract for goods or services from a sole source without competition; and

WHEREAS, ORS 279B.075 allows the District to award a sole source procurement if a person designated by the Board determines in writing that the goods or services are available from only one source; and

WHEREAS, the Board has reviewed the attached Findings submitted by the District and deliberated on the District request for sole source procurement of certain door hardware procurement and installation, as described in Exhibit A ("Hardware Project"), following a public hearing.

WHEREAS, the Board has considered the Findings and determined the Findings meet the requirements for determination of sole source procurement of the Hardware Project, and approves the award of the Hardware Project contract to the sole source vendor identified in the Findings.

THEREFORE, BE IT RESOLVED THAT the Board of Directors of Oregon City School District No. 62:

1. Adopts and approves the Findings, and the Recitals of this Resolution.
2. Determines that the Hardware Project goods and services are available from only one source.
3. Determines that the Findings show that the Hardware Project procurement described in the findings meets the standards of ORS 297B.075.
4. Approves the District procuring the Hardware Project goods and services from Chown Hardware, the vendor identified in the Findings, and otherwise in accordance with the Findings and ORS 279B.075.
EXHIBIT A
FINDINGS OF FACT

1819-243 APPROVE RESOLUTION GRANTING EXEMPTION FROM COMPETITIVE BIDDING FOR SAFETY & SECURITY HARDWARE REPLACEMENT AUTHORIZING SELECTION BY SOLE SOURCE PROVIDER FOR THE OREGON CITY SCHOOL DISTRICT NO. 62

1. General
ORS 279B.075 permits a local contract review board to approve award of a contract for goods or services without competition if the board determines that the goods and services are available from only one source. The determination must be based on written findings. The Oregon City School District (“District”), through its School Board, acts as the Local Contract Review Board (“LCRB”) for the District. The District follows the Attorney General Model Rules for procurement, at OAR Chapter 137.

2. Background
The Oregon City School District serves approximately 8,000 students in (16) facilities including (7) elementary school locations, (2) middle school locations and (3) high school locations. In addition, there are (4) other District facility locations that offer alternative, special education and/or charter school programs.

In 2016, a Long Range Facilities Advisory Committee (LRFAC) was formed to look at district visioning, educational specifications, educational adequacy, capacity and demographics in an effort to provide a consensus on future bond projects and costs, and to assist in providing community support in a successful bond passage. The bond measure would pay for approximately $176,000,000 of the 2018 Bond Program.

As a part of the bond measure, funds have been appropriated for safety and security hardware replacements at the 16 facilities. Phase one is to replace all the classroom door hardware to a push-button locking classroom lockset, including master keying (“Hardware Replacement”). The replacement involves minor alteration work.

The District has determined it critical that Hardware Replacement occur as soon as possible for security reasons, including as a defensive measure against threatening individuals. The District has determined that the Hardware Replacement must occur Summer 2019 to avoid disruption to school activity.

SUMMARY REQUIREMENTS AND FINDING
Use of the Sole Source Procurement for the Project complies with the criteria outlined in ORS 279B.075 and OAR 137-047-0275. The determination of sole source must be based on written findings that may include that the efficient utilization of existing goods requires acquiring compatible goods or services, or other findings that support the conclusion that the goods or services are available from only one source. Under OAR 137-047-0275 public notice of the intended sole source procurement must be made,
identifying the prospective contractor and including the date, time and place that protests are due. Protests may be made as provided in OAR 137-047-0275.

Based on the Specific Findings outlined below, the District has determined that Chown Hardware is the sole available source for performance of the Hardware Replacement within the required schedule and that award of the Hardware Replacement contract to Chown Hardware conforms to the requirements of the applicable statutes and rules.

SPECIFIC FINDINGS which substantiate the summary findings are as follows:

1. That the efficient utilization of existing goods requires acquiring compatible goods or services:
The entire school district is currently outfitted with a single manufacturer of door hardware and locking cylinders to allow the use of master keys to work at all facilities, Schlage. If a different manufacture is specified for the Hardware Replacement, all existing hardware would need to be replaced to allow for a single master key and parts inventory would need to be completely replaced. This would cause a significant increase in project budget.

2. Other findings that support the conclusion that the goods or services are available from only one source:
Oregon City School District has determined that school public safety requires installation of secure classroom door hardware through the OCSD Classroom Security Upgrade Program as soon as possible. The attached Appendix A supports the immediate initiation of the OCSD Classroom Security Upgrade Program. This requires installation of Classroom Security Upgrade Program during the Summer 2019 while students and classes are not in session. Performing the work during active school days would pose a burden to the teachers, students and learning environments.

School District project manager Stephen Wasserberger confirmed that only a certified Schlage vendor can install Schlage hardware to maintain product warranty.

The School District has determined the Hardware Replacement Project to be a minor alteration because only the existing lockset is being replaced with a new lockset. The lockset material accounts for 80% of the cost, while 20% is attributed to installation.

School District project manager Stephen Wasserberger ran schedules utilizing other procurement methods available to the School District and determined that such other procurement methods will not allow enough time for the program to be achieved by the end of August 2019, which completion date is a material part of the Hardware Replacement program. Installation schedule requires a minimum ten (10) weeks. Sole source procurement provides the time necessary to complete the project by end of summer. See Appendix B.
School District project manager Stephen Wasserberger researched all available local vendors who are Schlage distributors and might have installation capabilities, and only Chown Hardware and Bell Hardware showed potential capability to meet the Hardware Replacement requirements. Bell Hardware stated it does not have capacity to install the hardware to meet the schedule.

School District project manager Stephen Wasserberger researched the School District requirement to re-key and provide master keyway for the School District. Chown Hardware has the capability to re-pin the existing lock cylinders in the field with their in-house locksmith. Bell Hardware stated it does not have this capacity, and that master keying would require it to purchase new cylinders for all District classroom doors. Bell hardware does not have the capability to provide in the necessary field master key services.

ORS 279B.075(3) requires that, to the extent reasonably practical, the contracting agency shall negotiate with the sole source to obtain contract terms that are advantageous to the contracting agency. School District project manager Stephen Wasserberger has confirmed that Chown Hardware has special purchasing privileges allowing for significant cost savings to passed onto the School District. The supply and install of each hardware is quoted at approximately 18% below comparable pricing researched with other suppliers and Bell Hardware.
Appendix A

Oregon City School District No. 62
Learning to be our Best
PO Box 2110 (1417 12th St.), Oregon City, Oregon 97045-5010

April 22, 2019

2018 Bond Program
Determination of Findings for District-Wide Lockset Sole Source

Determination of District need for sole source procurement for district-wide lockset upgrade and replacement projects for Summer 2019.

Stephen Wasserberger, Senior Project Manager
Day CPM

Stephen, this letter is to document the District’s requirement to have a single vendor inventory, acquire lockset hardware and install locksets for District-wide classroom doors during the Summer of 2019. Safety and Security is one of the District’s top priorities and door locksets that can lock from the inside are of paramount importance. We are also seeking an add alternate that would have the same contractor do the same tasks for all of the District’s exterior doors with completion during the Summer of 2019. Further, the District currently has standardized on Schlage commercial locksets and desires to manage only one contractor relationship as part of this 2018 Bond Program project.

Sincerely,

Wes Rogers
2018 Bond Program Manager
Oregon City School District No. 62
PO Box 2110
Oregon City, OR 97045
503-785-8531

With high expectations for all, we engage all students in meaningful learning activities that prepare them for a successful life.
<table>
<thead>
<tr>
<th>ID</th>
<th>Task Mode</th>
<th>Task Name</th>
<th>Duration</th>
<th>Start</th>
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<td>1</td>
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<td>NCSD ITB/COOP (delayed)</td>
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<tr>
<td>2</td>
<td></td>
<td>OCSD prepares bid package</td>
<td>22 days</td>
<td>Mon 4/1/19</td>
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<tr>
<td>3</td>
<td></td>
<td>Advertise</td>
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<td>Bid Period</td>
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<td>Mon 4/29/19</td>
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<td>5</td>
<td></td>
<td>NCSD Board Packet</td>
<td>1 day</td>
<td>Tue 5/28/19</td>
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<tr>
<td>6</td>
<td></td>
<td>NCSD Mtg and Decision</td>
<td>1 day</td>
<td>Thu 6/6/19</td>
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<td>7</td>
<td></td>
<td>Neotiate and Sign Contract</td>
<td>5 days</td>
<td>Fri 6/7/19</td>
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<tr>
<td>8</td>
<td></td>
<td>Order Material</td>
<td>1 day</td>
<td>Mon 6/10/19</td>
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<tr>
<td>9</td>
<td></td>
<td>Oder Delivery</td>
<td>20 days</td>
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<td>Hardware Installation - 8 Weeks</td>
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<td>Mon 7/8/19</td>
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<td>Prepare Bid Package</td>
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<td>Avertise</td>
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<td>20 days</td>
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<td>Hardware Installation - 7 Weeks</td>
<td>35 days</td>
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**Appendix B**

Traditional vs. Alternative Procurement Schedule Analysis

OCSD Classroom Hardware Replacement Program

- Hardware Installation - 8 Weeks
- Hardware Installation - 7 Weeks
### Task Schedule

<table>
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<th>Task Mode</th>
<th>Task Name</th>
<th>Duration</th>
<th>Start Date</th>
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<td>Notice of Public Hearing</td>
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<td>24</td>
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<td>Public Hearing</td>
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<td>Mon 5/13/19</td>
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<tr>
<td>25</td>
<td></td>
<td>Award and Sign Contract</td>
<td>1 day</td>
<td>Tue 5/14/19</td>
</tr>
<tr>
<td>26</td>
<td></td>
<td>Order Material</td>
<td>20 days</td>
<td>Wed 5/15/19</td>
</tr>
<tr>
<td>27</td>
<td></td>
<td>Hardware Installation - 11.5 Weeks</td>
<td>58 days</td>
<td>Wed 6/12/19</td>
</tr>
</tbody>
</table>

### Task Duration

- **Sole Source**: 11 days
- **Notice of Public Hearing**: 1 day
- **Award and Sign Contract**: 1 day
- **Order Material**: 20 days
- **Hardware Installation - 11.5 Weeks**: 58 days

### Calendar

- **April 2019**
- **May 2019**
- **June 2019**
- **July 2019**
- **August 2019**

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**OCSD Classroom Hardware Replacement Program**

**Appendix B Traditional vs. Alternative Procurement Schedule Analysis**
WHEREAS, the School Board ("Board") of Oregon City School District No. 62 ("District") acts as the local contract review board for the District, and in that capacity, has authority to exempt certain contracts from the competitive bidding requirements of ORS Chapter 279C; and

WHEREAS, ORS 279C.335 provides a process for exempting certain contracts from competitive bidding and authorizes the selection of a contractor through the request for proposal ("RFP") process, and

WHEREAS, District findings supporting the exemption ("Findings") required under ORS 279C.335(2) and submitted by the District, were available 14 days in advance of the public hearing on this Resolution, in the form of Exhibit A; and

WHEREAS, the District has requested that the Renovation of Ogden Middle School ("Project") be constructed by one or more Construction Manager/General Contractors ("CM/GC") at a Guaranteed Maximum Price exempt from competitive bidding ("Exemption"), with the CM/GC selected by the RFP method in accordance with ORS 279C and the public contracting rules for Construction Manager/General Contractor Services ("Alternative Method").

WHEREAS, the Board has reviewed the Findings submitted by the District and deliberated on the District request for Exemption, following a public hearing.

WHEREAS, the Board has determined that the Exemption will promote competition and will not encourage favoritism, because the CM/GC will be chosen by the RFP process, and the major portion of the construction work will be performed by subcontractors chosen by competitive bidding.

WHEREAS, the Board has determined that the Exemption is likely to result in substantial cost savings to the District, for the reasons set forth in the adopted Findings.

WHEREAS, the Board has determined that use of the Alternative Method for the Project takes into account market conditions and modern practices and is consistent with the public policy of encouraging competition.

THEREFORE, BE IT RESOLVED THAT the Board of Directors of Oregon City School District No. 62:

1. Adopts and approves the Findings, and the Recitals of this Resolution.
2. Determines that the Findings show that the Exemption complies with the requirements of ORS 279C.335(2).
3. Approves the Exemption and directs the use of the Alternative Method for procurement of construction services for the Project.
4. Requires the District to conduct the procurement in accordance with the Oregon Attorney General Model Rules adopted pursuant to ORS 279A.065.
EXHIBIT A

FINDINGS OF FACT

RESOLUTION GRANTING EXEMPTION FROM COMPETITIVE BIDDING FOR CONSTRUCTION OF RENOVATION OF OGDEN MIDDLE SCHOOL BY MEANS OF A CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AND AUTHORIZING SELECTION BY REQUESTS FOR PROPOSAL FOR THE OREGON CITY SCHOOL DISTRICT NO. 62

1. General

ORS 279C.335(2) permits a local contract review board to exempt contracts from traditional competitive bidding upon approval of findings of fact showing that an alternative contracting process is unlikely to encourage favoritism or diminish competition and that the process will result in substantial cost savings to the School District. The Oregon City School District ("District"), through its School Board, acts as the Local Contract Review Board ("LCRB") for the District.

ORS 279C.400 – ORS 279C.410 describe the Request for Proposals method of solicitation as an alternative to traditional competitive bidding. Pursuant to ORS 279C.410(8), a public Agency using the Request for Proposals method may award a contract to the responsible proposer “whose proposal is determined in writing to be the most advantageous to the contracting agency based on the evaluation factors set forth in the request for proposals and, when applicable, the outcome of any negotiations authorized by the Request for Proposals.”

ORS 279C.330 defines “Findings” and identifies specific information to be provided as a part of the District justification. Under ORS 279C.335(5) a public hearing must be held before the findings are adopted, allowing an opportunity for interested parties to comment on the draft findings.

ORS 279C.335(5)(e) allows for simultaneous publication of notification of hearing for alternative contracting, and publication of the solicitation for such contracting, when the District determines that the District must act promptly because of circumstances beyond the District’s control that do not constitute an emergency, provided responses to the solicitation shall be due at least five days after the hearing and approval of the findings. The District has made such determination and has provided for such simultaneous publication.

PURPOSE OF THESE FINDINGS: The Oregon City School District will hold a public hearing as required by ORS 279C.335 and makes the following findings with respect to the issue of whether the Renovation of Ogden Middle School ("Project"), as defined herein, should be exempt from competitive bidding. The District seeks to utilize the CM/GC method of alternative method of contracting. The Findings of Fact apply to the CM/GC method of public improvement Project described below, in accordance with ORS 279C.335(2).
2. Background

The Oregon City School District serves approximately 8,000 students in (16) facilities including (7) elementary school locations, (2) middle school locations and (3) high school locations. In addition, there are (4) other District facility locations that offer alternative, special education and/or charter school programs.

In 2016, a Long Range Facilities Advisory Committee (LRFAC) was formed to look at district visioning, educational specifications, educational adequacy, capacity and demographics in an effort to provide a consensus on future bond projects and costs, and to assist in providing community support in a successful bond passage. The bond measure would pay for approximately $176,000,000 of the 2018 Bond Program.

As a part of the bond measure funds are capital construction and improvements for the renovation of Ogden Middle School.

Specifically:

Ogden Middle School
- Major renovation of existing Ogden Middle School supporting a short-term student population of 1,000, including existing modular buildings.
- School will remain operational while renovation takes place.
- New school building renovations will be designed to reflect new educational specifications that are student centered and in final stages of development by the District.
- Major capital improvement milestone for the new school year September 2021.
- Renovated school to be complete for the new school year September 2022.
- Construction Budget: $21,794,582 (includes 10% contingency)

The nature of the Project will require strategic planning, complicated scheduling, and critical coordination of construction and target value design integrated with necessary safety measures. The Project will be at a higher risk and have a high level of technical complexity due to the amount of renovation work, will be governed by significant schedule constraints with security and safety concerning children occupying the site during much of the construction, will require complex phasing, and will contain budget limitations that require close monitoring of the Project's budget. Therefore, it becomes critical to maintain schedule, budget, and a safe and secure operating site for the Project.

In consideration of these facts, an alternate method of construction of the public improvements should be considered. Therefore, the following findings support an exemption from competitive bidding and the use of the Request for Proposal for Construction Manager/General Contractor services as an alternative method of construction contracting.

FINDINGS

Use of the CM/GC process for the “Project” complies with the criteria outlined in ORS 279C.335(2):
1. It is unlikely the exemption will encourage favoritism or substantially diminish competition.

2. The exemption will likely result in substantial cost savings and other substantial benefits to the District and benefits to the public.

JUSTIFICATIONS AND BASIS which substantiate the findings are as follows:

1. The CM/GC will be selected through a competitive process in accordance with the qualifications-based selection process authorized by the District. Therefore, it is unlikely that the awarding of the construction contract for the Project will encourage favoritism or substantially diminish competition. This finding is supported by the following:

   A. OPEN SOLICITATION PROCESS: Pursuant to ORS 279C.360, the CM/GC solicitation will be advertised at least once in the Daily Journal of Commerce, and in as many additional issues of publications or venues as the District may determine.

   B. FULL DISCLOSURE: To ensure full disclosure of all information, the Request for Proposals solicitation package will include:

      a. Project Description
      b. Members and Role of Evaluation Committee
      c. Changes, Requests for Clarification, or Protest to the RFP
      d. Evaluation and Selection Process
      e. Evaluation Criteria
      f. AIA Form A133, Standard Form of Agreement Between Owner and Construction Manager

   C. COMPETITION: As outlined below, the District will follow processes which maintain competition in the procurement of a CM/GC and will not encourage favoritism.

      a. The District anticipates that competition for this contract will be similar to that experienced in other projects of this type. The competition will remain open to all qualifying proposers.

      b. The District has been communicating with the construction contracting community as well as the engineering consulting community about the CM/GC contracting method.

      c. The evaluation and solicitation process employed will be fair, open and impartial, and will discourage favoritism, because selection will be made on the basis of objective final proposal scores derived from price and other components, which expand the ground of competition beyond price alone to include experience, quality, innovation, and other factors relevant to the project.
d. The competitive process used to award subcontracts for all competitively bid construction work will be specified in the CM/GC contract and will be monitored by the District. The District will designate in the GMP contract the proposed percentage of construction work that must be subcontracted and may not be self-performed by the CM/GC. Does this need to be in the RFP.

D. FAIR AND OPEN SELECTION PROCESS: the selection process will be fair and open to all interested proposers because:

a. A mandatory pre-proposal meeting will be announced and held. This conference will be open to all interested parties. During this pre-proposal meeting, as well as any time prior to ten (10) days before the close of the solicitation, interested parties will be able to ask questions, request clarifications and suggest changes in the solicitation documents if such parties believe that the terms and conditions of the solicitation are unclear, inconsistent with industry standards, or unfair and unnecessarily restrictive of competition.

b. The evaluation process will determine whether a proposal meets the screening requirements of the RFP, and to what extent. The following process will be used:

• Proposals will be evaluated for completeness and compliance with the screening requirements of the RFP. Those proposals that are materially incomplete or non-responsive will be rejected.

• Proposals considered complete and responsive will be evaluated to determine if they meet and comply with the qualifying criteria of the RFP. If a proposal is unclear, the proposer may be asked to provide written clarification. Those proposals that do not meet all requirements will be rejected.

• Proposals will be independently scored by the voting members of the Evaluation Committee. Scores will then be combined and assigned to the proposals.

• The Evaluation Committee will convene to select from the highest-scoring proposers, finalists for formal interviews.

• The Evaluation Committee will conduct the interviews.

• The Evaluation Committee will use the interview to confirm the scoring of the proposal and to clarify any questions. Based upon the revised scoring, the Evaluation Committee will rank the proposers, and provide an award recommendation.

• The Evaluation Committee will be comprised of School District representatives, Owner representative DAY CPM SERVICES, members of the design team, and technically-oriented members-at-
large. The evaluation may include requests by the Evaluation Committee for additional information and interviews to determine and clarify the experience and responsibility of the proposer. The Evaluation Committee will make a recommendation to the Oregon City School District who will make the final decision to select the CM/GC.

- The Oregon City School District will negotiate a contract with the top-ranked firm. If an agreement cannot be reached, the District will have the option to enter into an agreement with the second-ranked firm, and so forth.

c. Competing proposers will be notified in writing of the selection of the apparent successful proposal and will be given seven (7) calendar days after receipt of the notice to review the RFP file and evaluation report at the District Office. Any questions, concerns, or protests about the selection process will be subject to the requirements of the OAR 137-049-0450, must be in writing, and must be delivered to the Oregon City School District within seven (7) calendar days after receipt of the selection notice. No protest of the award selection shall be considered after this time period.

d. The GMP contract achieved through this process will require the CM/GC to use an open competitive selection process to bid components of the job. The CM/GC’s General Conditions and fee will be evaluated as one of the scoring criteria. Since these amounts will be scored as part of the competitive RFP process, the dollar value of the Project will be awarded through open competitive processes, at either the general contractor or subcontractor level.

2. The awarding of construction contract for the Project using the CM/GC method will likely result in substantial cost savings and other substantial benefits to the District and benefits to the public. In accordance with ORS 279.335(2), the following factors are relevant to and support this finding:

A. HOW MANY PERSONS ARE AVAILABLE TO BID;

This factor has no application to this contract because the RFP will be open to all, and the same persons could bid under the RFP or traditional method.

B. THE CONSTRUCTION BUDGET AND THE PROJECTED OPERATING COSTS FOR THE COMPLETED PUBLIC IMPROVEMENT;

a. BUDGET: The District has a fixed master budget available for the Project that cannot be exceeded. Early reliable pricing provided by the CM/GC or other alternatively contracted contractor during the design phase will reduce the potential for cost overruns due to later discovery of higher-than-anticipated costs and consequent changes of direction.

b. LONG TERM COSTS: The Project will require expertise regarding the constructability and long-term cost/benefit analysis of innovative design.
That knowledge is best obtained directly from the construction industry. Many decisions will be required during the design process that will encompass immediate feedback on constructability and pricing. Under the traditional design-bid-build process, there is a high risk of increased change orders and schedule impacts for a Project of this size and complexity. Since there are significant costs associated with delay, time is of the essence. The CM/GC process will assist in providing a scope of work and constructible design that best meet the requirements of the Project with significantly lower risks to the Project's costs. Involving the CM/GC during design will allow the Project’s risks to be addressed early and teamwork between the District, the design consultant, and the construction contractor (CM/GC) to minimize those risks.

c. **FEWER CHANGE ORDERS:** When the CM/GC participates in the design process, fewer change orders are likely to occur during project construction. This is due to the CM/GC’s better understanding of the owner’s needs and the architect’s design intent. As a result, the Project is more likely to be completed on time and within budget. In addition, fewer change orders can reduce construction cost overruns and reduce the administrative costs of project management for both the District and the contractor.

d. **GMP CHANGE ORDERS COST LESS:** The fewer CM/GC change orders discussed above will likely be processed at a lower cost under the GMP. The design-bid-build method typically results in the contractor charging approximately 15% markup on construction change orders. The GMP method usually applies lower predetermined contractor markups, often in the range of 3-5% at the prime contractor level, with limited markups at the subcontractor level.

e. **SAVINGS:** Under the GMP method the District will enjoy the full savings, if actual costs are below the GMP. When the CM/GC completes the Project, any savings between the GMP and the actual cost accrue to the District. Under the traditional method, all cost savings inure to the benefit of the contractor.

f. **CONTRACTOR'S FEE MAY BE LESS:** Contracts with CM/GC’s are designed to create a better working relationship with the contractor. As a consequence, the overhead and profit fee is generally lower than the fee anticipated on similar design-bid-build contracts.

g. **FUNDING SOURCE:** The Project is funded by the sale of general obligation construction bonds and other capital revenues.

C. **PUBLIC BENEFITS THAT MAY RESULT FROM GRANTING THE EXEMPTION;**

a. **TIME SAVINGS:** Use of CM/GC or other alternative contracting methods will allow construction work to commence relatively rapidly on some portions of the work while design continues on the remaining portions. This makes more likely completion of the Project by the due date. It becomes
critical to maintain both the schedule and budget of the Project, that the coordination of the District personnel and their facilities be fully evaluated and understood, and that construction work proceeds throughout with all necessary care given to the safety and security of the District's students and personnel.

b. **COST SAVINGS:** The Project can benefit from the active involvement of a CM/GC contractor or other alternative contracting method during the design process in the following ways:

- The contractor's input regarding the constructability and cost-effectiveness of various alternatives will guide the design toward the most economic choices.
- Consideration of the specific equipment available to the contractor will allow the designer to implement solutions that utilize the capacity of that equipment.
- The contractor will be able to provide current and reliable information regarding the cost of materials that are experiencing price volatility and the availability of scarce materials.
- The contractor will also be able to order materials while design is being completed in order to avoid inflationary price increases and provide the lead-time that may be required for scarce materials.

c. **GUARANTEED MAXIMUM PRICE (GMP) ESTABLISHES A MAXIMUM PRICE PRIOR TO COMPLETION OF DOCUMENTS:** The CM/GC will be able to obtain a complete understanding of the District's needs, the architect's design intent, the scope of the Project, and the operational needs of the Project by participating in the construction document phase. With the CM/GC participating in this phase they will be able to offer suggestions for improvement and make suggestions that will reduce costs. With the benefit of this knowledge, the CM/GC may also be able to guarantee a maximum price to be paid by the District for constructing the Project before designs are final.

D. WHETHER VALUE ENGINEERING TECHNIQUES MAY DECREASE THE COST OF THE PUBLIC IMPROVEMENT;

a. **WITH THE DESIGN-BID-BUILD PROCESS:** If the District were to utilize the design-bid-build method, the contractor would not participate in a value engineering evaluation before design is complete. In conducting value engineering under the design-bid-build approach, a value engineering consultant is hired to participate in the design and cost evaluation process. Choices to alter, reduce or change a design feature are done without benefit of proper context and could devalue the final outcome. This process adds extra costs and administrative complications, without providing the same benefits of early
contractor participation.

b. **WITH CM/GC:** The CM/GC process offers an opportunity for value engineering that is not possible through the design-bid-build process. An essential part of a school build construction project is the value engineering evaluation. Value engineering is the means used to determine the best project design that meets the needs and priorities of the owner, within the owner’s budget. Value engineering is done most effectively by a team consisting of the owner, architect, consultants, and the contractor. When the contractor participates, the team can render the most comprehensive evaluation of all factors that affect the cost, quality, and schedule of the project.

The CM/GC method has the benefit of:
- the ability to set and maintain the schedule;
- the ability to sequence work; and
- commitment from the contractor to implement the design within the schedule and budget.

Through integrated participation, a project’s scope and design evolve to provide greater value for the owner, and is not likely to be the same project created by the design-bid-build method.

**E. THE COST AND AVAILABILITY OF SPECIALIZED EXPERTISE THAT IS NECESSARY FOR THE PUBLIC IMPROVEMENT;**

Early selection of the CM/GC creates more informed, better quality decision making by the project’s construction team. A more efficient construction team can save the District money.

The construction Project is highly complex because it involves significant construction over a short mandated period of construction. Use of a CM/GC in conjunction with the collaborative approach will result in a better coordinated project, speedy completion, and minimize disruption to operations. The CM/GC clarifies several critical variables valuable to the Project’s design. The CM/GC: guarantees the maximum price (GMP) to complete the Project; determines the construction schedule; establishes the sequence of work; is contractually bound to implement the final Project’s design within the GMP; and participates as an essential member of the Project’s design and construction team.

Several benefits of participation by the CM/GC on the Project will be realized: developing the design documents to reflect the best work plan that accommodates the District, the design team, and contractor; the best grouping of the bid packages that will help insure better trade coverage; the most efficient construction staging area on the Project; the most cost effective route through the campus and buildings for the various utilities; and to help in adjusting the work plan when the needs change along the way. This component is very difficult to achieve by the usual design-bid-
build method of construction because the usual method is skewed towards the lowest bidder.

F. ANY LIKELY INCREASES IN PUBLIC SAFETY;

All work must be coordinated to avoid safety and security risks to the students, staff, and the general public and to ensure efficiency in construction. The coordination between the District, designer and the CM/GC will assure coordination of work and consideration for the safety of vehicular and pedestrian paths crossed by the Project. In addition, CM/GC contracting of the Project will allow the contractor to develop its safety program during design to better ensure that public safety and security is being effectively managed and to minimize delays.

G. WHETHER GRANTING THE EXEMPTION MAY REDUCE RISKS TO THE CONTRACTING AGENCY, THE STATE AGENCY OR THE PUBLIC THAT ARE RELATED TO THE PUBLIC IMPROVEMENT;

Under the traditional design-bid-build process, there is a higher risk of increased change orders and schedule impacts for a Project of this size and complexity, because the contractor has not participated in the design process. Since there are significant costs associated with delay, time is of the essence. The CM/GC process will assist in providing a scope of work and constructible design that best meet the requirements of the Project with significantly lower risks to the Project’s costs. Involving the CM/GC during design will allow the Project’s risks to be addressed early and teamwork between the District, the design consultant, and the construction contractor (CM/GC) to minimize those risks.

H. WHETHER GRANTING THE EXEMPTION WILL AFFECT THE SOURCES OF FUNDING FOR THE PUBLIC IMPROVEMENT;

Granting the exemption will not affect the sources of funding. The District intends to fund the Project with the sale of general obligation construction bonds providing the available funds of approximately $176,000,000 as provided from the 2018 Bond Election last November.

I. WHETHER GRANTING THE EXEMPTION WILL BETTER ENABLE THE CONTRACTING AGENCY TO CONTROL THE IMPACT THAT MARKET CONDITIONS MAY HAVE ON THE COST OF AND TIME NECESSARY TO COMPLETE THE PUBLIC IMPROVEMENT;

The multitude of construction market factors that exist today in Oregon (e.g., competition of other projects, environmental issues that limit construction materials, variable bid market, etc.), coupled with the difficulty in establishing the best work sequence complicates the ability to accurately estimate the cost of the Project. Alternative contracting methods that allow for non-price evaluation considerations will be more likely to result in a more experienced and better suited contractor for this particular Project.
than the usual competitive procurement that relies solely on price. The complexities which need to be addressed to accomplish the tasks are not well served by the usual competitive procurement. The lowest bidder may not be the best suited for this particular Project.

J. WHETHER GRANTING THE EXEMPTION WILL BETTER ENABLE THE CONTRACTING AGENCY TO ADDRESS THE SIZE AND TECHNICAL COMPLEXITY OF THE PUBLIC IMPROVEMENT;

Technical expertise will be required for environmental management, quality management, scheduling, estimating, meeting sustainable facilities standards and guidelines, and ensuring energy efficiency. The complexity and scheduling issues discussed in the Background section above will require special expertise. By taking into consideration and engaging the existing skills and capabilities available from the construction team, the District will be better enabled to address the size and complexity of the Project. Specialized skills will be required of the CM/GC to negotiate and price multiple options and schedule complex tasks. A high level of coordination among the District and all the design and construction entities is required and facilitated by the CM/GC approach.

K. WHETHER THE PUBLIC IMPROVEMENT INVOLVES NEW CONSTRUCTION OR RENOVATES OR REMODELS AN EXISTING STRUCTURE;

This public improvement project involves the renovation of Ogden Middle School.

L. WHETHER THE PUBLIC IMPROVEMENT WILL BE OCCUPIED OR UNOCCUPIED DURING CONSTRUCTION;

School will remain operational while renovation takes place. CM/GC contracting better enables the construction team to address these contingencies.

M. WHETHER THE PUBLIC IMPROVEMENT WILL REQUIRE A SINGLE PHASE OF CONSTRUCTION WORK OR MULTIPLE PHASES OF CONSTRUCTION WORK TO ADDRESS SPECIFIC PROJECT CONDITIONS; AND

This public improvement will require a single phase of construction work, however to meet schedule some work might need to be “fast tracked” before full completion of design. CM/GC contracting allows for such early work.

N. WHETHER THE CONTRACTING AGENCY OR STATE AGENCY HAS, OR HAS RETAINED UNDER CONTRACT, AND WILL USE CONTRACTING AGENCY OR STATE AGENCY PERSONNEL, CONSULTANTS AND LEGAL COUNSEL THAT HAVE NECESSARY EXPERTISE AND
SUBSTANTIAL EXPERIENCE IN ALTERNATIVE CONTRACTING METHODS TO ASSIST IN DEVELOPING THE ALTERNATIVE CONTRACTING METHOD THAT THE CONTRACTING AGENCY OR STATE AGENCY WILL USE TO AWARD THE PUBLIC IMPROVEMENT CONTRACT AND TO HELP NEGOTIATE, ADMINISTER AND ENFORCE THE TERMS OF THE PUBLIC IMPROVEMENT CONTRACT.

The School District has retained under contract DAY CPM SERVICES, BRIC ARCHITECTURE LLC and BALL JANIK LLP, each of which firms are versed in CM/GC procurement and contracting.
Oregon City School District
School Board Meeting

1819-245 Approve Resolution Granting Exemption From Competitive Bidding For Construction Of Replacement Of Gardiner Middle School By Means Of A Construction Manager/General Contractor (CM/GC) And Authorizing Selection By Requests For Proposal For The Oregon City School District No. 62

Contact: Wes Rogers

WHEREAS, the School Board (“Board”) of Oregon City School District No. 62 (“District”) acts as the local contract review board for the District, and in that capacity, has authority to exempt certain contracts from the competitive bidding requirements of ORS Chapter 279C; and

WHEREAS, ORS 279C.335 provides a process for exempting certain contracts from competitive bidding and authorizes the selection of a contractor through the request for proposal (“RFP”) process, and

WHEREAS, District findings supporting the exemption (“Findings”) required under ORS 279C.335(2) and submitted by the District, were available 14 days in advance of the public hearing on this Resolution, in the form of Exhibit A; and

WHEREAS, the District has requested that the Replacement of Gardiner Middle School (“Project”) be constructed by one or more Construction Manager/General Contractors (“CM/GC”) at a Guaranteed Maximum Price exempt from competitive bidding (“Exemption”), with the CM/GC selected by the RFP method in accordance with ORS 279C and the public contracting rules for Construction Manager/General Contractor Services (“Alternative Method”).

WHEREAS, the Board has reviewed the Findings submitted by the District and deliberated on the District request for Exemption, following a public hearing.

WHEREAS, the Board has determined that the Exemption will promote competition and will not encourage favoritism, because the CM/GC will be chosen by the RFP process, and the major portion of the construction work will be performed by subcontractors chosen by competitive bidding.

WHEREAS, the Board has determined that the Exemption is likely to result in substantial cost savings to the District, for the reasons set forth in the adopted Findings.

WHEREAS, the Board has determined that use of the Alternative Method for the Project takes into account market conditions and modern practices and is consistent with the public policy of encouraging competition.

THEREFORE, BE IT RESOLVED THAT the Board of Directors of Oregon City School District No. 62:

1. Adopts and approves the Findings, and the Recitals of this Resolution.
2. Determines that the Findings show that the Exemption complies with the requirements of ORS 279C.335(2).
3. Approves the Exemption and directs the use of the Alternative Method for procurement of construction services for the Project.
4. Requires the District to conduct the procurement in accordance with the Oregon Attorney General Model Rules adopted pursuant to ORS 279A.065.
EXHIBIT A

FINDINGS OF FACT

1819-245 APPROVE RESOLUTION GRANTING EXEMPTION FROM COMPETITIVE BIDDING FOR CONSTRUCTION OF REPLACEMENT OF GARDINER MIDDLE SCHOOL BY MEANS OF A CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AND AUTHORIZING SELECTION BY REQUESTS FOR PROPOSAL FOR THE OREGON CITY SCHOOL DISTRICT NO. 62

1. General

ORS 279C.335(2) permits a local contract review board to exempt contracts from traditional competitive bidding upon approval of findings of fact showing that an alternative contracting process is unlikely to encourage favoritism or diminish competition and that the process will result in substantial cost savings to the School District. The Oregon City School District (“District”), through its School Board, acts as the Local Contract Review Board (“LCRB”) for the District.

ORS 279C.400 – ORS 279C.410 describe the Request for Proposals method of solicitation as an alternative to traditional competitive bidding. Pursuant to ORS 279C.410(8), a public Agency using the Request for Proposals method may award a contract to the responsible proposer “whose proposal is determined in writing to be the most advantageous to the contracting agency based on the evaluation factors set forth in the request for proposals and, when applicable, the outcome of any negotiations authorized by the Request for Proposals.”

ORS 279C.330 defines “Findings” and identifies specific information to be provided as a part of the District justification. Under ORS 279C.335(5) a public hearing must be held before the findings are adopted, allowing an opportunity for interested parties to comment on the draft findings.

ORS 279C.335(5)(e) allows for simultaneous publication of notification of hearing for alternative contracting, and publication of the solicitation for such contracting, when the District determines that the District must act promptly because of circumstances beyond the District’s control that do not constitute an emergency, provided responses to the solicitation shall be due at least five days after the hearing and approval of the findings. The District has made such determination and has provided for such simultaneous publication.

PURPOSE OF THESE FINDINGS: The Oregon City School District will hold a public hearing as required by ORS 279C.335 and makes the following findings with respect to the issue of whether the Replacement of Gardiner Middle School (“Project”), as defined herein, should be exempt from competitive bidding. The District seeks to utilize the CM/GC method of alternative method of contracting. The Findings of Fact apply to the CM/GC method of public improvement Project described below, in accordance with ORS 279C.335(2).
2. Background

The Oregon City School District serves approximately 8,000 students in (16) facilities including (7) elementary school locations, (2) middle school locations and (3) high school locations. In addition, there are (4) other District facility locations that offer alternative, special education and/or charter school programs.

In 2016, a Long Range Facilities Advisory Committee (LRFAC) was formed to look at district visioning, educational specifications, educational adequacy, capacity and demographics in an effort to provide a consensus on future bond projects and costs, and to assist in providing community support in a successful bond passage. The bond measure would pay for approximately $176,000,000 of the 2018 Bond Program.

As a part of the bond measure funds are capital construction and improvements for the replacement of Gardiner Middle School.

Specifically:

Gardiner Middle School

- Replace existing Gardiner Middle School with a new 150,000 SF middle school supporting a student population of 1,000.
- New school building will be built adjacent to existing school on current site.
- Existing school will remain operational while new school building is being constructed.
- New school building will be designed to reflect new educational specifications that are student centered and in final stages of development by the District.
- New building scheduled to open for the new school year September 2021.
- Construction budget: $67,352,610 (includes 10% contingency)

The nature of this Project will require strategic planning, complicated scheduling, and critical coordination of construction and target value design integrated with necessary safety measures. The Project is at a higher risk and has a high level of technical complexity, will be governed by significant schedule constraints with security and safety concerning children occupying the adjacent site during much of the construction, will require complex phasing, and will contain budget limitations that require close monitoring of the Project’s budget. Therefore, it becomes critical to maintain schedule, budget, and a safe and secure operating site for the Project.

In consideration of these facts, an alternate method of construction of the public improvements should be considered. Therefore, the following findings support an exemption from competitive bidding and the use of the Request for Proposal for Construction Manager/General Contractor services as an alternative method of construction contracting.

FINDINGS

Use of the CM/GC process for the “Project” complies with the criteria outlined in ORS 279C.335(2):

1. It is unlikely the exemption will encourage favoritism or substantially diminish competition.

2. The exemption will likely result in substantial cost savings and other substantial benefits to the District and benefits to the public.
JUSTIFICATIONS AND BASIS which substantiate the findings are as follows:

1. The CM/GC will be selected through a competitive process in accordance with the qualifications-based selection process authorized by the District. Therefore, it is unlikely that the awarding of the construction contract for the Project will encourage favoritism or substantially diminish competition. This finding is supported by the following:

   A. OPEN SOLICITATION PROCESS: Pursuant to ORS 279C.360, the CM/GC solicitation will be advertised at least once in the Daily Journal of Commerce, and in as many additional issues of publications or venues as the District may determine.

   B. FULL DISCLOSURE: To ensure full disclosure of all information, the Request for Proposals solicitation package will include:
      a. Project Description
      b. Members and Role of Evaluation Committee
      c. Changes, Requests for Clarification, or Protest to the RFP
      d. Evaluation and Selection Process
      e. Evaluation Criteria
      f. AIA Form A133, Standard Form of Agreement Between Owner and Construction Manager

   C. COMPETITION: As outlined below, the District will follow processes which maintain competition in the procurement of a CM/GC and will not encourage favoritism.
      a. The District anticipates that competition for this contract will be similar to that experienced in other projects of this type. The competition will remain open to all qualifying proposers.
      b. The District has been communicating with the construction contracting community as well as the engineering consulting community about the CM/GC contracting method.
      c. The evaluation and solicitation process employed will be fair, open and impartial, and will discourage favoritism, because selection will be made on the basis of objective final proposal scores derived from price and other components, which expand the ground of competition beyond price alone to include experience, quality, innovation, and other factors relevant to the project.
      d. The competitive process used to award subcontracts for all competitively bid construction work will be specified in the CM/GC contract and will be monitored by the District. The District will designate in the GMP contract the proposed percentage of construction work that must be subcontracted and may not be self-performed by the CM/GC.

   D. FAIR AND OPEN SELECTION PROCESS: the selection process will be fair and open to all interested proposers because:
      a. A mandatory pre-proposal meeting will be announced and held. This conference will be open to all interested parties. During this pre-proposal meeting, as well as any time prior to ten (10) days before the close of the solicitation, interested parties will be able to ask questions, request clarifications and suggest changes in the solicitation
documents if such parties believe that the terms and conditions of the solicitation are unclear, inconsistent with industry standards, or unfair and unnecessarily restrictive of competition.

b. The evaluation process will determine whether a proposal meets the screening requirements of the RFP, and to what extent. The following process will be used:

- Proposals will be evaluated for completeness and compliance with the screening requirements of the RFP. Those proposals that are materially incomplete or non-responsive will be rejected.

- Proposals considered complete and responsive will be evaluated to determine if they meet and comply with the qualifying criteria of the RFP. If a proposal is unclear, the proposer may be asked to provide written clarification. Those proposals that do not meet all requirements will be rejected.

- Proposals will be independently scored by the voting members of the Evaluation Committee. Scores will then be combined and assigned to the proposals.

- The Evaluation Committee will convene to select from the highest-scoring proposers, finalists for formal interviews.

- The Evaluation Committee will conduct the interviews.

- The Evaluation Committee will use the interview to confirm the scoring of the proposal and to clarify any questions. Based upon the revised scoring, the Evaluation Committee will rank the proposers, and provide an award recommendation.

- The Evaluation Committee will be comprised of School District representatives, Owner representative DAY CPM SERVICES, members of the design team, and technically-oriented members-at-large. The evaluation may include requests by the Evaluation Committee for additional information and interviews to determine and clarify the experience and responsibility of the proposer.

- The Evaluation Committee will make a recommendation to the Oregon City School District who will make the final decision to select the CM/GC.

- The Oregon City School District will negotiate a contract with the top-ranked firm. If an agreement cannot be reached, the District will have the option to enter into an agreement with the second-ranked firm, and so forth.

c. Competing proposers will be notified in writing of the selection of the apparent successful proposal and will be given seven (7) calendar days after receipt of the notice to review the RFP file and evaluation report at the District Office. Any questions, concerns, or protests about the selection process will be subject to the requirements of the OAR 137-049-0450, must be in writing, and must be delivered to the Oregon City School District within seven (7) calendar days after receipt of the selection notice. No protest of the award selection shall be considered after this time period.
d. The GMP contract achieved through this process will require the CM/GC to use an open competitive selection process to bid components of the job. The CM/GC’s General Conditions and fee will be evaluated as one of the scoring criteria. Since these amounts will be scored as part of the competitive RFP process, the dollar value of the Project will be awarded through open competitive processes, at either the general contractor or subcontractor level.

2. The awarding of construction contract for the Project using the CM/GC method will likely result in substantial cost savings and other substantial benefits to the District and benefits to the public. In accordance with ORS 279.335(2), the following factors are relevant to and support this finding:

A. HOW MANY PERSONS ARE AVAILABLE TO BID;

This factor has no application to this contract because the RFP will be open to all, and the same persons could bid under the RFP or traditional method.

B. THE CONSTRUCTION BUDGET AND THE PROJECTED OPERATING COSTS FOR THE COMPLETED PUBLIC IMPROVEMENT;

a. BUDGET: The District has a fixed master budget available for the Project that cannot be exceeded. Early reliable pricing provided by the CM/GC or other alternatively contracted contractor during the design phase will reduce the potential for cost overruns due to later discovery of higher-than-anticipated costs and consequent changes of direction.

b. LONG TERM COSTS: The Project will require expertise regarding the constructability and long-term cost/benefit analysis of innovative design. That knowledge is best obtained directly from the construction industry. Many decisions will be required during the design process that will encompass immediate feedback on constructability and pricing. Under the traditional design-bid-build process, there is a high risk of increased change orders and schedule impacts for a Project of this size and complexity. Since there are significant costs associated with delay, time is of the essence. The CM/GC process will assist in providing a scope of work and constructible design that best meet the requirements of the Project with significantly lower risks to the Project’s costs. Involving the CM/GC during design will allow the Project’s risks to be addressed early and teamwork between the District, the design consultant, and the construction contractor (CM/GC) to minimize those risks.

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design-bid-build method typically results in the contractor charging approximately 15% markup on construction change orders. The GMP method usually applies lower predetermined contractor markups, often in the range of 3-5% at the prime contractor level, with limited markups at the subcontractor level.

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a. **TIME SAVINGS:** Use of CM/GC or other alternative contracting methods will allow construction work to commence relatively rapidly on some portions of the work while design continues on the remaining portions. This makes more likely completion of the Project by the due date. It becomes critical to maintain both the schedule and budget of the Project, that the coordination of the District personnel and their facilities be fully evaluated and understood, and that construction work proceeds throughout with all necessary care given to the safety and security of the District’s students and personnel.

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c. **GUARANTEED maximum price (GMP) establishes a maximum price**
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D. WHETHER VALUE ENGINEERING TECHNIQUES MAY DECREASE THE COST OF THE PUBLIC IMPROVEMENT;

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- the ability to set and maintain the schedule;
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c. Through integrated participation, a project’s scope and design evolve to provide greater value for the owner, and is not likely to be the same project created by the design-bid-build method.

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The construction Project is highly complex because it involves significant construction
over a short mandated period of construction. Use of a CM/GC in conjunction with the collaborative approach will result in a better coordinated project, speedy completion, and minimize disruption to operations. The CM/GC clarifies several critical variables valuable to the Project’s design. The CM/GC: guarantees the maximum price (GMP) to complete the Project; determines the construction schedule; establishes the sequence of work; is contractually bound to implement the final Project’s design within the GMP; and participates as an essential member of the Project’s design and construction team.

Several benefits of participation by the CM/GC on the Project will be realized: developing the design documents to reflect the best work plan that accommodates the District, the design team, and contractor; the best grouping of the bid packages that will help insure better trade coverage; the most efficient construction staging area on the Project; the most cost effective route through the campus and buildings for the various utilities; and to help in adjusting the work plan when the needs change along the way. This component is very difficult to achieve by the usual design-bid-build method of construction because the usual method is skewed towards the lowest bidder.

F. ANY LIKELY INCREASES IN PUBLIC SAFETY;
   All work must be coordinated to avoid safety and security risks to the students, staff, and the general public and to ensure efficiency in construction. The coordination between the District, designer and the CM/GC will assure coordination of work and consideration for the safety of vehicular and pedestrian paths crossed by the Project. In addition, CM/GC contracting of the Project will allow the contractor to develop its safety program during design to better ensure that public safety and security is being effectively managed and to minimize delays.

G. WHETHER GRANTING THE EXEMPTION MAY REDUCE RISKS TO THE CONTRACTING AGENCY, THE STATE AGENCY OR THE PUBLIC THAT ARE RELATED TO THE PUBLIC IMPROVEMENT;
   Under the traditional design-bid-build process, there is a higher risk of increased change orders and schedule impacts for a Project of this size and complexity, because the contractor has not participated in the design process. Since there are significant costs associated with delay, time is of the essence. The CM/GC process will assist in providing a scope of work and constructible design that best meet the requirements of the Project with significantly lower risks to the Project’s costs. Involving the CM/GC during design will allow the Project’s risks to be addressed early and teamwork between the District, the design consultant, and the construction contractor (CM/GC) to minimize those risks.

H. WHETHER GRANTING THE EXEMPTION WILL AFFECT THE SOURCES OF FUNDING FOR THE PUBLIC IMPROVEMENT;
   Granting the exemption will not affect the sources of funding. The District intends to fund the Project with the sale of general obligation construction bonds providing the available funds of approximately $176,000,000 as provided from the 2018 Bond Election last November.
I. WHETHER GRANTING THE EXEMPTION WILL BETTER ENABLE THE CONTRACTING AGENCY TO CONTROL THE IMPACT THAT MARKET CONDITIONS MAY HAVE ON THE COST OF AND TIME NECESSARY TO COMPLETE THE PUBLIC IMPROVEMENT;

The multitude of construction market factors that exist today in Oregon (e.g., competition of other projects, environmental issues that limit construction materials, variable bid market, etc.), coupled with the difficulty in establishing the best work sequence complicates the ability to accurately estimate the cost of the Project. Alternative contracting methods that allow for non-price evaluation considerations will be more likely to result in a more experienced and better suited contractor for this particular Project than the usual competitive procurement that relies solely on price. The complexities which need to be addressed to accomplish the tasks are not well served by the usual competitive procurement. The lowest bidder may not be the best suited for this particular Project.

J. WHETHER GRANTING THE EXEMPTION WILL BETTER ENABLE THE CONTRACTING AGENCY TO ADDRESS THE SIZE AND TECHNICAL COMPLEXITY OF THE PUBLIC IMPROVEMENT;

Technical expertise will be required for environmental management, quality management, scheduling, estimating, meeting sustainable facilities standards and guidelines, and ensuring energy efficiency. The complexity and scheduling issues discussed in the Background section above will require special expertise. By taking into consideration and engaging the existing skills and capabilities available from the construction team, the District will be better enabled to address the size and complexity of the Project. Specialized skills will be required of the CM/GC to negotiate and price multiple options and schedule complex tasks. A high level of coordination among the District and all the design and construction entities is required and facilitated by the CM/GC approach.

K. WHETHER THE PUBLIC IMPROVEMENT INVOLVES NEW CONSTRUCTION OR RENOVATES OR REMODELS AN EXISTING STRUCTURE;

This public improvement involves new construction, the replacement of Gardiner Middle School.

L. WHETHER THE PUBLIC IMPROVEMENT WILL BE OCCUPIED OR UNOCCUPIED DURING CONSTRUCTION;

New school building will be built adjacent to the existing school on current site. The existing school will remain operational while new school building is being constructed. CM/GC contracting better enables the construction team to address these contingencies.

M. WHETHER THE PUBLIC IMPROVEMENT WILL REQUIRE A SINGLE PHASE OF CONSTRUCTION WORK OR MULTIPLE PHASES OF CONSTRUCTION WORK TO ADDRESS SPECIFIC PROJECT CONDITIONS; AND

This public improvement will require a single phase of construction work, however to meet schedule some work might need to be “fast tracked” before full completion of design. CM/GC contracting allows for such early work.
N. WHETHER THE CONTRACTING AGENCY OR STATE AGENCY HAS, OR HAS RETAINED UNDER CONTRACT, AND WILL USE CONTRACTING AGENCY OR STATE AGENCY PERSONNEL, CONSULTANTS AND LEGAL COUNSEL THAT HAVE NECESSARY EXPERTISE AND SUBSTANTIAL EXPERIENCE IN ALTERNATIVE CONTRACTING METHODS TO ASSIST IN DEVELOPING THE ALTERNATIVE CONTRACTING METHOD THAT THE CONTRACTING AGENCY OR STATE AGENCY WILL USE TO AWARD THE PUBLIC IMPROVEMENT CONTRACT AND TO HELP NEGOTIATE, ADMINISTER AND ENFORCE THE TERMS OF THE PUBLIC IMPROVEMENT CONTRACT.

The School District has retained under contract DAY CPM SERVICES, BRIC ARCHITECTURE LLC and BALL JANIK LLP, each of which firms are versed in CM/GC procurement and contracting.
Oregon City School District
School Board Meeting

1819-246 Approve Agreement for the Adoption of the Pre-Approved 403(b) Plan Document

Contact: Susan Dodd

Discussion:
The District retained Carruth Compliance Consulting, Inc. (CCC) as the administrator for its employee retirement programs. In order for the District’s employees to participate in 403(b) programs, employers need to restate their plan documents to meet the current Internal Revenue Code 403(b) requirements. CCC submitted a document to the IRS to meet these requirements. This document was pre-approved by the IRS. It restates the current plan document and has an effective date retroactive to 1/1/2010. It must be adopted prior to March 31, 2020. The document is subject to a 6 year amendment cycle and will need to be reviewed for possible restatement and/or amendment again in 2026.

Recommendation: Approve

1819-246 APPROVE AGREEMENT FOR THE ADOPTION OF THE PRE-APPROVED 403(B) PLAN DOCUMENT

WHEREAS, the Treasury Department of the United States published Final 403(b) Regulations in the Federal Registry on July 23, 2007, which required a written 403(b) Plan Document which Clackamas County School District 62- Oregon City Public Schools (the “Employer”), adopted on November 11, 2008 and amended November 14, 2011 to allow for Roth contributions and In-Plan Roth Rollovers,

AND WHEREAS, the IRS created a 403(b) Pre-Approved 403(b) Plan program designed to provide employers assurance their plan documents meet IRC Section 403(b) requirements and provided updated sample language for the drafting of the plan documents. To participate in the pre-approved plan program, employers must restate their plan documents to a pre-approved plan no later than 3/31/2020. The Pre-Approved 403(b) Plan Document remedies issues in the 2007 IRS model plan language and conforms the Employer’s 403(b) Plan with applicable law and regulations, including:

- Allowing loan amounts that do not exceed the lesser of: (1) $10,000 or (2) 100% of the account balance.
- Clarifying rules for distribution of Employer Contributions.
- Active Reservist distribution rules.
- PPA, WRERA, and the Heart Act.
- 403(b) pre-approved plan program requirements (i.e., new 415(c) participant annual notification requirements).

AND WHEREAS, The Pre-Approved 403(b) Plan Document maintains the optional features currently offered under the Employer’s 403(b) Plan, and therefore does not impact the operation of the plan,
THEREFORE BE IT RESOLVED, that Clackamas County School District 62- Oregon City Public Schools, acting under the authority of its Board of Directors, **hereby adopts the Pre-Approved 403(b) Plan Document** found on the Employer’s dedicated section of the Carruth Compliance Consulting website at www.ncompliance.com, which describes the policies, administrative responsibilities, and applicable limitations that apply to the Employer’s 403(b) Plan.

BE IT FURTHER RESOLVED, that the Plan Administrator may amend any or all portions of said Pre-Approved Plan Document from time to time as required by changes in applicable law, IRS guidance, and/or Employer policy. Substantive changes in Plan policies and optional features should be presented to the Board for approval as amendments.
**Non-ERISA VOLUME SUBMITTER 403(b) PLAN DOCUMENT FOR PUBLIC SCHOOLS, COMMUNITY COLLEGES, AND PUBLIC UNIVERSITIES AND COLLEGES ADOPTION AGREEMENT #04002**

The undersigned Employer hereby adopts a section 403(b) plan in the form a Volume Submitter 403(b) plan attached hereto, and agrees that the following terms, definitions, and elections shall be part of such 403(b) Plan. Where applicable, certain Items have a Default Provision indicated below the Item number that will apply if no election is made by the Employer.

### EMPLOYER INFORMATION

1. Employer Name: Oregon City Public Schools (School District No. 62, Clackamas County, Oregon)
   
   Address: 1417 12th Street, PO Box 2110
   
   City: Oregon City  
   State: OR  
   Zip Code: 97045-5010  
   Phone: (503) 765-8400
   
   2. Contact Person:  
   Phone:  
   Email:  
   
   3. Employer Identification Number: 936000264
   
   4. The Administrator shall be (entity that administers the Plan):

   - [x] (a) The Employer
   - [ ] (b) The Employer Jointly with the Vendors
   - [ ] (c) A designated Administrator (specify):

### PLAN INFORMATION

5. Sponsor of the 403(b) Volume Submitter Plan: Cunnich Compliance Consulting

   Address: 11515 SW Durham Rd. Suite E10 Tigard, OR 97224
   
   Phone: (503) 968-8961  
   E-mail: ccinfo@noemployees.com
   
   6. (a) Name of Plan: Oregon City Public Schools 403(b) Plan
   (b) This Plan is a Multiple Employer Plan: [ ] Yes; [x] No. If Yes, name of Plan Sponsor:

7. (a) Plan Year:

   - [x] (1) The calendar year;
   - [ ] (2) The 12-consecutive month period beginning on __________ or
   - [ ] (3) An initial short Plan Year beginning on __________ and ending on __________, and thereafter the 12-consecutive month period beginning on ____________ and ending on __________
   - [ ] (4) A short Plan Year beginning on ____________ and ending on __________

   (b) Limitation Year:

   - [ ] (1) The Plan Year
   - [ ] (2) The calendar year
   - [x] (3) The 12-consecutive month period beginning on __________
   - [ ] (4) An initial short Plan Year beginning on __________ and ending on __________, and thereafter the 12-consecutive month period beginning on ____________ and ending on __________
   - [ ] (5) A short Plan Year beginning on ____________ and ending on __________

8. Effective Date: The Employer has completed and signed this Adoption Agreement in order to:

<table>
<thead>
<tr>
<th>Initial Effective Date</th>
<th>Amendment/Restatement Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] (a) Establish a 403(b) plan (not earlier than the 1st day of current Plan Year)</td>
<td>N/A</td>
</tr>
<tr>
<td>[x] (b) Restate a 403(b) plan previously adopted by the Employer (restatement date cannot be earlier than 1-01-2009, but not later than 1-01-2010 unless the initial effective date is after 1-01-2010)</td>
<td>12/1/11</td>
</tr>
<tr>
<td>[ ] (c) Amend a 403(b) plan previously adopted by the Employer (Amendments made, if applicable: ________)</td>
<td>12/1/11</td>
</tr>
</tbody>
</table>

Copyright 2017 FenServ Plan Services, Inc.  
#04002 403(b) K 12 Non ERISA (03-31-17)
9. The Plan shall accept the following contribution types (check all that apply and complete the corresponding section(s) of the Adoption Agreement, if applicable):

<table>
<thead>
<tr>
<th>(a)</th>
<th>Pre-Tax Elective Deferrals</th>
</tr>
</thead>
<tbody>
<tr>
<td>(b)</td>
<td>Post-Tax Roth Elective Deferrals</td>
</tr>
<tr>
<td>(c)</td>
<td>Age 50 Catch-up Contribution</td>
</tr>
<tr>
<td>(d)</td>
<td>Special Catch-up after 15 years of service</td>
</tr>
<tr>
<td>(e)</td>
<td>Nondeductible Employee (After-Tax) Contributions</td>
</tr>
<tr>
<td>(f)</td>
<td>Mandatory Employee Contribution</td>
</tr>
<tr>
<td>(g)</td>
<td>Employer Nonelective Contributions pursuant to the Collective Bargaining Agreement and/or the employment contract</td>
</tr>
<tr>
<td>(h)</td>
<td>Employer Matching Contributions pursuant to the Collective Bargaining Agreement and/or the employment contract</td>
</tr>
<tr>
<td>(i)</td>
<td>Post-Employment Employer Contributions</td>
</tr>
</tbody>
</table>

☐ (o) Rollovers

☐ (k) Plan-to-Plan Transfers

☐ (l) Exchanges (as outlined in the Administrative Appendix)

☐ (m) PTO – Sick Leave

☐ (n) PTO – Vacation

☐ (o) Social Security Replacement

☐ (p) ORP Contributions subject to Article XII of the Plan

☐ (q) Supplemental 403(b) Contributions (subject to Article XII of the Plan)

☐ (r) Deemed IRA

10. In computing a Participant's Compensation (as defined under Section 2.14 of the Plan, the following shall be excluded:

<table>
<thead>
<tr>
<th>(a)</th>
<th>All Contributions</th>
</tr>
</thead>
<tbody>
<tr>
<td>(b)</td>
<td>Elective Deferrals</td>
</tr>
<tr>
<td>(c)</td>
<td>Mandatory Contributions</td>
</tr>
<tr>
<td>(d)</td>
<td>Employer Contributions</td>
</tr>
</tbody>
</table>

☐ (i) No exclusions. All compensation will be included.

☐ (ii) Overtime

☐ (iii) Bonuses

X (d) Other (describe another exclusion, for example, stipends: Early Retirement Incentives and Early Retirement Stipends)

11. (a) Compensation shall be determined over the following Determination period: X (1) the Plan Year; or ☐ (2) a consecutive 12-month period ending with or within the Plan Year. Enter the day and the month this period begins: ______ (day) ______ (month). For Employees whose date of hire is less than 12 months before the end of the 12-month period designated, compensation will be determined over the Plan Year.

(b) For purposes of calculating Employer Contributions, Compensation ☐ (1) shall X (2) shall not include amounts paid prior to a Participant's Entry Date.

12. Allocation Periods for Contributions (This will determine if additional contributions need to be made for a given year):

<table>
<thead>
<tr>
<th>(a)</th>
<th>All Contributions</th>
</tr>
</thead>
<tbody>
<tr>
<td>(b)</td>
<td>Matching</td>
</tr>
<tr>
<td>(c)</td>
<td>Nonelective</td>
</tr>
</tbody>
</table>

☐ (a) Weekly

☐ (b) Bi-Weekly

☐ (c) Quarterly

☐ (d) Annual

☐ (e) Per Pay

X (f) Other (specify): As indicated in employment agreement(s) and/or collective bargaining agreement(s)

ELIGIBILITY AND PARTICIPATION - ELECTIVE DEFERRALS

13. The following Employees shall be eligible under the Plan to make Elective Deferrals (Check (a) or (b));

☐ (a) All Employees of the Employer.

☐ (b) All Employees of the Employer except the following category(ies):

☐ (1) Nonresident aliens described in section 419A(3)(C) of the Code, who receive no earned income from the Employer which constitutes income from sources within the U.S.

☐ (2) Employees who normally work less than 20 hours per week. An Employee normally works fewer than 20 hours per week if, for the 12-month period beginning on the date the Employee's employment commenced, the Employer reasonably expects the Employee to work fewer than
1,000 hours of service (as defined under section 410(a)(3)(C) of the internal Revenue Code) in such period, and, for each Plan Year ending after the close of that 12-month period, the Employee has worked fewer than 1,000 hours of service in the preceding 12-month period. Under this proviso, an Employee who works 1,000 or more hours of service in the 12-month period beginning on the date the Employee's employment commenced or in a Plan Year ending after the close of that 12-month period shall then be eligible to participate in the Plan. Once an Employee becomes eligible to have Elective Deferrals made on his or her behalf under the Plan under this Standard, the Employee cannot be excluded from eligibility to have Elective Deferrals made on his or her behalf in any later year under this Standard.

(3) Employees who are eligible to make Elective Deferrals under another Plan, including an IRC section 457(b) eligible governmental plan; a 401(k)-qualified cash or deferred arrangement of the Employer or another section 403(b) Plan of the Employer.

(4) Employees who are students performing services described in section 3121(b)(10) of the Code.

(c) If 13(b)(2) is elected above, then the following rule will apply for subsequent years in determining whether the Employee is eligible for the Plan. The initial computation period shall begin on the date of hire and end on the anniversary thereof. Subsequent eligibility computation periods shall commence with:
   □ (1) the anniversary of the Employee's employment commencement date; or
   □ (2) the Plan Year which commences prior to the Employee's first anniversary of his/her employment commencement date.

Default Provision - (c)(2)

(d) (1) The Employer elects to reduce the required Hours of Service per year in 13(b)(2) to ___ (not to exceed 1,000)
   Hours of:
   X (2) N/A.

Default Provision (d)(2)

14. The Entry Date of a Participant with respect to Elective Deferrals shall be:
   □ (a) On the first day of the month following date of employment;
   □ (b) After the completion of ___ days (may be 30 or 60) days, if Employee receives information on the Plan within
   the first 30 days of employment;
   X (c) Entry Date shall mean the Employee's employment commencement date and deferrals elections shall be effective
   in the next pay period.
   □ (d) Other (Specify. May not exceed 60 days from satisfaction of eligibility requirements).

Default Provision (a)

15. Employees are permitted to make Pre-Tax Elective Deferrals to the Plan as follows:
   X (a) Elective Deferrals of up to the maximum amount permitted under sections 403(b) and 415 of the Code are
   permitted.
   □ (b) Elective Deferrals of up to ___% (not to exceed 100%) of the Participant's Compensation are permitted.

16. If Roth 403(b) Elective Deferrals are permitted under the Plan then Excess Deferrals will first be corrected from the:
   X (a) regular Pre-tax Elective Deferral Account; or
   □ (b) Roth Elective Account
   □ (c) N/A.

Default Provision (a)

AUTOMATIC ENROLLMENT

In consideration of the following provisions, an Employer should determine whether automatic enrollment is permitted under the applicable State law prior to adopting this provision.

17. The Eligible Automatic Contribution Arrangement (EACA) provisions of Article 3.03 of the Plan:
   □ (a) shall not apply
   □ (b) shall apply and the Default Percentage indicated below shall be automatically withheld and contributed to the
   Plan as a Pre-Tax Elective Deferral.

Default Provision (a)

18. (a) Covered Employee for Purposes of Eligible Automatic Contribution Arrangement (EACA): Employees
   covered under the EACA are (Check one of the options below):  
   □ (1) All Participants
   □ (2) All Participants who do not have an affirmative election in effect regarding Elective Deferrals
   □ (3) All Participants who become Participants on or after the effective date of the EACA and who do not have an
   affirmative election in effect regarding Elective Deferral.

Default Provision (a)(1)
(b) Default Percentage (Check one of the options below and insert a percentage or percentages and, if applicable, a date):

☐ (1) The Default Percentage is ___% (a uniform percentage of each Covered Employee's Compensation for the applicable pay period)

☐ (2) The Initial Default Percentage is ___% (a uniform percentage of each Covered Employee's Compensation for the applicable pay period) and will increase by one percentage point as described in Section 3.03 of Article III of the Plan until the Default Percentage is ___%. (Insert the highest default percentage that will apply. Each increase will be effective with the first pay period of the Plan Year or the first pay period after the date inserted here: ___)

Default Provision: If Item 17(b) is selected, then 18(b)(1) shall apply at the rate of 3%

ROLOVER/TRANSFER AND OTHER EMPLOYEE CONTRIBUTION PROVISIONS

19. (a) Direct Rollers: The Plan will accept a Direct Rollover of an Eligible Rollover Distribution from (check each that applies or N/A):

☐ (1) N/A. The Plan will not accept Direct Rollers from any plan

X (2) a qualified plan described in section 401(a) or 403(a) of the Code, excluding After-Tax employee contributions.

☐ (3) an annuity contract described in section 403(b) of the Code, including After-Tax employee contributions.

X (4) an annuity contract described in section 403(b) of the Code, excluding After-Tax employee contributions.

X (5) an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

Default Provision (a) (2)(3) and (5)

(b) The Plan X (1) will ☐ (2) will not accept Designated Roth accounts from any of the plans selected in 19(a)

Default Provision (b)(2)

20. Participant Rollover Contributions

(a) Participant Rollover Contributions from Other Employer Plans: The Plan will accept a Participant contribution of an Eligible Rollover Distribution from (check each that applies or N/A):

☐ (1) N/A. The Plan will not accept Rollover Contributions from any employer plan.

X (2) a qualified plan described in section 401(a) or 403(a) of the Code, excluding after-tax employee contributions.

X (3) an annuity contract described in section 403(b) of the Code, excluding after-tax employee contributions.

X (4) an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

Default Provision (a)(2), (3), and (4)

(b) The Plan X (1) will ☐ (2) will not accept Designated Roth accounts from any of the plans selected in 20(a)

Default Provision (b)(2)

(c) Participant Rollover Contributions from IRAs: The Plan (choose one):

(1) X will (2) ☐ will not accept a Participant Rollover Contribution of the portion of a distribution from an individual retirement account or annuity described in section 408(a) or 408(b) of the Code that is eligible to be rolled over and would otherwise be includible in gross income.

Default Provision (c)(1)

21. In-Plan Roth Rollers:

(a) The Plan X (1) will ☐ (2) will not permit In-Plan Roth Rollers of distributable amounts

Default Provision (a)(2)

(b) The Plan X (1) will ☐ (2) will not permit In-Plan Roth Rollers of otherwise non-distributable amounts

Default Provision (b)(2)
22. Deemed IRA Contributions. A Participant may make Deemed IRA contributions to the following type(s) of IRA Accounts established in accordance with Article XIII of the Plan:

☐ (a) Traditional
☐ (b) Roth
☐ (c) Either (a) or (b) above as designated by the Participant at the time the contribution is made

23. Mandatory Employee Contributions shall be required to be made by the following Employees:

☐ (a) ☐ __% of each eligible Employee’s Compensation if such Employee was hired after ______; and if applicable
☐ (b) ☐ __% of each eligible Employee’s Compensation if such Employee was hired after ______; and was a participant in ______ (e.g. state retirement plan) but after receiving a choice has elected to participate in this Plan.

DISTRIBUTION PROVISIONS

24. Pursuant to the underlying Individual Agreements, the following transactions are permitted:

(a) Select all that apply and specify the corresponding sources from which the withdrawal can be made:

<table>
<thead>
<tr>
<th></th>
<th>All Contributions</th>
<th>Elective Deferrals</th>
<th>Mandatory Contributions</th>
<th>Employer Contributions</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Financial Hardship Distributions</td>
<td>☐</td>
<td>☐</td>
<td>☑ (X)</td>
</tr>
<tr>
<td>X</td>
<td>Loans</td>
<td>☐</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>X</td>
<td>Distributions at age 59½</td>
<td>☐</td>
<td>☑</td>
<td>☐</td>
</tr>
</tbody>
</table>

(b) The following transactions are permitted:

☐ (1) Plan-to-Plan transfers to another Employer Plan
☐ (2) Transfers to a State Retirement Plan to purchase service credits
☐ (3) Distribution of Rollover Contributions at any time

(c) The following distributions are permitted from Employer Contributions under Annuity Contracts only:

☐ (1) Attained Age of 59.5, for contracts issued after 1/1/2009, otherwise ira resolution.
☐ (2) After ______ Years of Service

25. If permitted by the underlying Individual Agreements, the Plan (a) X will, (b) ☐ will not permit the distribution of Small Account Balances from the Plan.

Default Provision (b)

EMPLOYER CONTRIBUTIONS

26. Employer Contributions

☐ (a) Employer Contributions shall not be made.
☐ (b) Employer Contributions shall be made as follows (check all types that apply):

☒ (1) Employer Contributions shall be made in accordance with any applicable collective bargaining agreements or employment contracts as shall be determined from time to time by the Employer.

☐ (2) Discretionary Contribution Formula: Nonelective Employer contributions will be allocated to each Participant in the ratio that their Participant’s Compensation bears to the compensation of all Participants to whom Nonelective Employer contributions are allocated determined annually by the Employer.

☐ (3) Definite Contribution Formula: For each Plan Year, the Employer will contribute for each eligible Participant an amount equal to __% or $____ of such Participant’s Compensation.

☒ (4) Employer Post-Employment Contributions shall be made.

☒ (5) Employer Matching Contributions shall be made under the following formula:

☐ (A) __% of the Participant’s Elective Deferrals
☐ (B) __% of the Participant’s Employee Contributions
☐ (C) The Employer shall not match amounts provided in excess of $____, or in excess of __% of the Participant’s Compensation

☐ (D) An amount, if any, determined by the Employer

☐ (6) ORP Contributions under the State of ______ made pursuant to the applicable laws of the ORP.

Default Provision (b) (1) if Item (b) is selected

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#0402 403(b) K-12 non-ERISA (03-31-17)
ELIGIBILITY AND PARTICIPATION – EMPLOYER CONTRIBUTIONS

27. All Employees of the Employer (including employers required to be aggregated under sections 414(b), (c), (m), or (o) of the Code) will be eligible to participate in this Plan except the following:

<table>
<thead>
<tr>
<th></th>
<th>Nonelective</th>
<th>Matching</th>
</tr>
</thead>
<tbody>
<tr>
<td>X (a)</td>
<td>N/A. There is no age or service requirement.</td>
<td>X</td>
</tr>
<tr>
<td>□ (b)</td>
<td>Employees who have not attained age ☐ (cannot exceed age 21)</td>
<td>☐</td>
</tr>
<tr>
<td>□ (c)</td>
<td>Employees who have not completed ____ Year(s) of Service; or Month(s) of Service; or ____ Day(s) of Service. (Cannot exceed 1 year unless the Plan provides a nonforfeitable right to 100% of the Participant's account balance derived from Employer contributions after not more than 2 years of service in which case up to 2 years is permissible. If the Year(s) of Service selected is or includes a fractional year, an employee will not be required to complete any specified number of Hours of Service to receive credit for such fractional year.)</td>
<td>☐</td>
</tr>
</tbody>
</table>

28. All Employees who are members of eligible classes of employees shall be eligible to participate in the Plan except:

<table>
<thead>
<tr>
<th></th>
<th>Nonelective</th>
<th>Matching</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ (a)</td>
<td>N/A. There are no exclusions</td>
<td>☐</td>
</tr>
<tr>
<td>□ (b)</td>
<td>Nonresident Aliens (see Section 2.28 of the Plan)</td>
<td>☐</td>
</tr>
<tr>
<td>□ (c)</td>
<td>Employees who become Employees as the result of a &quot;section 410(b)(6)(C) transaction&quot;</td>
<td>☐</td>
</tr>
<tr>
<td>□ (d)</td>
<td>Employees of the following employer(s) aggregated with the Employer under section 414(b), (c), (m), or (o) of the Code:</td>
<td>☐</td>
</tr>
<tr>
<td>□ (e)</td>
<td>Hourly Rated Employees</td>
<td>☐</td>
</tr>
<tr>
<td>X (f)</td>
<td>Other (specify): Those not eligible for employer contributions as specified in 26(b)</td>
<td>X</td>
</tr>
<tr>
<td>□ (g)</td>
<td>Nonresident Aliens (see Section 2.28 of the Plan)</td>
<td>☐</td>
</tr>
</tbody>
</table>

29. (a) Eligibility under the Plan will be extended to all Employees who satisfied the eligibility requirements of this Plan with the following prior unrelated employer(s): ☐ (1) ☐ ☐ ☐ N/A

(b) The eligibility and service requirements in Item #27 above ☐ (1) and X (2) are not waived with respect to Employees employed on the Effective Date of this Plan. If these requirements are waived, such Employees shall become Participants in the Plan as of the Effective Date of the Plan.

30. Service for eligibility and vesting will be determined on the basis of the method selected below. Only one method may be selected and such method will be applied to all Employees covered under the Plan.

<table>
<thead>
<tr>
<th></th>
<th>Nonelective</th>
<th>Matching</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ (a)</td>
<td>On the basis of actual hours for which an Employee is paid or entitled to payment</td>
<td>☐</td>
</tr>
<tr>
<td>□ (b)</td>
<td>On the basis of days worked. An Employee will be credited with ten (10) hours of service if under Section 2.25 of the Plan such Employee would be credited with at least one (1) Hour of Service during the day</td>
<td>☐</td>
</tr>
<tr>
<td>□ (c)</td>
<td>On the basis of weeks worked. An Employee will be credited with forty-five (45) Hours of Service if under Section 2.25 of the Plan such Employee would be credited with at least one (1) Hour of Service during the week</td>
<td>☐</td>
</tr>
<tr>
<td>□ (d)</td>
<td>On the basis of semi-monthly payroll periods. An Employee will be credited with ninety-five (95) Hours of Service if under Section 2.25 of the Plan such Employee would be credited with at least one (1) Hour of Service during the semi-monthly payroll period</td>
<td>☐</td>
</tr>
<tr>
<td>□ (e)</td>
<td>On the basis of months worked. An Employee will be credited with one hundred ninety (190) Hours of Service if under Section 2.25 of the Plan such Employee would be credited with at least one (1) Hour of Service during the month</td>
<td>☐</td>
</tr>
<tr>
<td>□ (f)</td>
<td>On the basis of Elapsed Time, as provided for in Section 2.43(b)(2) of the Plan</td>
<td>☐</td>
</tr>
</tbody>
</table>
31. (a) Subsequent Eligibility Computation Periods shall commence with:
   ☐ (1) the anniversary of the Employee’s employment commencement date; or
   ☐ (2) the Plan Year which commences prior to the Employee’s first anniversary of his employment commencement date.

(b) Subsequent Vesting Computation Periods shall commence with:
   ☐ (1) the anniversary of the Employee’s employment commencement date; or
   ☐ (2) the Plan Year which commences prior to the Employee’s first anniversary of his employment commencement date.

32. An Employee who has completed the eligibility requirements shall enter the Plan on the following Entry Date:

<table>
<thead>
<tr>
<th>Option</th>
<th>Entry Date</th>
<th>Nonelective</th>
<th>Matching</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ (a)</td>
<td>There are no age and service requirements. Entry Date shall mean the Employee's employment commencement date.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>❌ (b)</td>
<td>The day on which the Employee satisfies the eligibility requirements (see 26(b))</td>
<td>❌</td>
<td>❌</td>
</tr>
<tr>
<td>☐ (c)</td>
<td>The first day of the Plan Year in which the Employee satisfies the eligibility requirements</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>☐ (d)</td>
<td>The first day of the first month or the first day of the 7th month of the Plan Year coinciding with or next following the satisfaction of the Plan's eligibility requirements</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>☐ (e)</td>
<td>The first day of the month in which the Participant satisfies the eligibility requirements</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>☐ (f)</td>
<td>The first day of the following months after the Employee satisfies the eligibility requirements</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

33. All of an Employee’s Years of Service with the Employer are counted to determine the Vested Percentage in the Participant’s Employer Contribution except:
   ❌ (a) N/A. All Years of Service will count toward Vesting
   ☐ (b) Years of Service before age 18
   ☐ (c) Years of Service before the Employer maintained this Plan or a predecessor plan.

34. Each Participant’s Vested Percentage in his Employer Contribution Account shall be determined as follows:

<table>
<thead>
<tr>
<th>Option</th>
<th>Vested Percentage</th>
<th>Nonelective</th>
<th>Matching</th>
</tr>
</thead>
<tbody>
<tr>
<td>❌ (a)</td>
<td>Vesting Formula #1 - 100% vested at all times</td>
<td>❌</td>
<td>❌</td>
</tr>
<tr>
<td>☐ (b)</td>
<td>Vesting Formula #2 - 100% vested after _____ (not to exceed three) Years of Service</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>☐ (c)</td>
<td>Vesting Formula #3:</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Vested Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1</td>
<td>☐</td>
</tr>
<tr>
<td>2</td>
<td>(not less than 20%)</td>
</tr>
<tr>
<td>3</td>
<td>(not less than 40%)</td>
</tr>
<tr>
<td>4</td>
<td>(not less than 60%)</td>
</tr>
<tr>
<td>5</td>
<td>(not less than 80%)</td>
</tr>
<tr>
<td>6 or more</td>
<td>100%</td>
</tr>
</tbody>
</table>

☐ (d) Notwithstanding the Vesting Formula selected above, all Participants as of _____ will be 100% vested.

35. Forfeitures not used to restore Participant’s Accounts or pay expenses will be (choose one):

<table>
<thead>
<tr>
<th>Option</th>
<th>Nonelective</th>
<th>Matching</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ (a)</td>
<td>allocated in addition to the Employer Contributions</td>
<td>☐</td>
</tr>
<tr>
<td>☐ (b)</td>
<td>used to reduce any required Employer contributions</td>
<td>☐</td>
</tr>
<tr>
<td>☐ (c)</td>
<td>used to reduce Employer Matching Contributions and any remainder allocated in addition to the Employer Contribution</td>
<td>☐</td>
</tr>
</tbody>
</table>
☐ (d) used to reduce Employer Contributions in the following order and manner:
☐ (1) for the current Plan Year
☐ (2) for the subsequent Plan Year
☐ (3) Other (describe; must be determined on a nondiscriminatory basis):
X (e) N/A. 100% vesting has been elected and there are no forfeitures under the Plan.

36. Forfeitures arising on account of termination of employment shall be allocated as of the last day of the Plan Year which is concurrent with or next follows:

☐ (a) Employer's termination of employment
☐ (b) Employee having incurred a 1-year Break in Service
☐ (c) Employee having incurred 2 consecutive 1-year Breaks in Service
☐ (d) Employee having incurred 3 consecutive 1-year Breaks in Service
☐ (e) The later of the payment of the vested benefit or the Employee having incurred 5 consecutive 1-year Breaks in Service.
X (f) N/A. 100% vesting has been elected and there are no forfeitures under the Plan.

OVERIDING LANGUAGE FOR MULTIPLE PLANS

37. If the Participant is covered under another Section 403(b) plan of the Employer, other than a Section 403(b) Volume submitter or prototype plan, the provisions of Section 5.01 of Article V will apply as if the other plan were a Section 403(b) Volume submitter or prototype 403(b) plan.

RELIANCE ON ADVISORY LETTER AND ACKNOWLEDGEMENTS

38. Reliance and Acknowledgements:

- This Adoption Agreement may be used only in conjunction with basic Plan Document #61.
- The Sponsor will inform the adopting Employer of any amendments it makes to the Plan or of its discontinuance or abandonment of the Plan.
- The Employer must complete a new signature page if it modifies any prior elections or makes new elections in its Adoption Agreement.
- Failure to properly complete this Adoption Agreement may result in loss of favorable tax treatment for the Plan. The Employer’s tax advisor should review the Plan and this Adoption Agreement prior to the Employer adopting such plan.
- The Employer may rely on the Advisory Letter issued for the approved specimen plan, except to the extent that the Employer’s Plan is not identical to the approved specimen plan, disregarding any differences attributable solely to the Employer’s choices of options provided under the specimen plan.

AUTHORIZED SIGNATURE AND CERTIFICATION

39. The undersigned Employer acknowledges receipt of a copy of the Plan, Administrative Appendix and this Adoption Agreement on the date indicated below. The adopting Employer by signing below certifies that:

- The Employer is an educational organization described in section 170(b)(1)(A)(ii); and
- For purposes of the nondiscrimination requirements of section 403(b)(12) the Plan is a Governmental Plan within the meaning of section 414(d) of the Code of a Public School; or a Governmental Plan of an organization described in section 501(c)(3) of the Code.

Name of Employer: Oregon City Public Schools
Signature of Employer: Date:
Name of Signer: Title:
RESTATEMENT EFFECTIVE DATES ADDENDUM

Note: If this Plan is not a restatement of any existing Plan, this item does not apply.

<table>
<thead>
<tr>
<th>Provision</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ (a) The eligibility requirements under Item</td>
<td></td>
</tr>
<tr>
<td>☐ (b) The Employer contribution provisions under Item</td>
<td></td>
</tr>
<tr>
<td>☐ (c) The Vesting Formula under Item</td>
<td></td>
</tr>
<tr>
<td>☐ (d) In-Service Distributions under Item</td>
<td></td>
</tr>
<tr>
<td>☐ (e) Item 24(a)(1): Permit Hardship Distribution of Employer Contributions and the Income on Elective Deferrals and Employer Contributions. Eliminate the requirement for the suspension of Elective Deferrals following Hardship Distribution. Eliminate the requirement that a Participant exhaust plan loans before taking a Hardship Distribution. (If permissible under changes to 403(b) hardship rules in the Bipartisan Budget Act of 2018)</td>
<td>1/1/2019</td>
</tr>
<tr>
<td>☐ (f) Items 19 and 20: For clarification purposes, Elections under 19 and 20 concerning eligible Rollover Contributions apply to any Participant and are not limited to Employees.</td>
<td>1/1/2010</td>
</tr>
<tr>
<td>☐ (g) Section 2.29 of the Plan Document: Participant. For clarification purposes shall include individuals with any contribution, such that a Participant is an individual for whom Elective Deferrals or Employer Contributions (or other contributions) are currently being made, or for whom Elective Deferrals or Employer Contributions (or other contributions) have previously been made, under the Plan and who has not received a distribution of his or her entire benefit under the Plan. All Employees of the Employer will be eligible to participate in the Plan except for those Employees excluded in the Adoption Agreement.</td>
<td>1/1/2010</td>
</tr>
</tbody>
</table>

☐ (h) Enter Provision and Item Number, if applicable:                      |

☐ (i) Enter Provision and Item Number, if applicable:                      |

☐ (j) Enter Provision and Item Number, if applicable:                      |

Note: The effective date(s) above may not be earlier than January 1, 2010 and not later than the last day of the Plan Year in which the Adoption Agreement is signed.
Discussion:
As a part of the 2018 bond measure, funds have been appropriated for district-wide safety and security door hardware replacement. The project is to replace all the classroom/interior door locksets to an “inside” locking classroom/interior lockset and exterior door hardware replacement to an auto locking/unlocking lockset (“Hardware Project”). The replacement involves minor alteration work and re-keying of all locksets.

The District has determined it critical that the Hardware Project occur as soon as possible for security reasons, including as a defensive measure against threatening individuals. The District has determined that the hardware replacement of an estimated 1,500 interior doors must occur summer 2019 to avoid disruption to school activity. Exterior door hardware replacement for an estimated 300 doors will take place after interior door hardware replacement is completed.

The Board of Directors of Oregon City School District, acting as the Local Contract Review Board, has approved a Findings of Fact that the Hardware Project goods and services are available from only one source. The Findings also show that the Hardware Project procurement described in the findings meets the standards of ORS 279B.075 and therefore approved the District procuring the Hardware Project goods and services from Chown Hardware.

Due to unknown conditions that may arise during hardware replacement, the District is seeking contract approval for an estimated contract of $400,000 to Chown Hardware. The source of funding would be the 2018 Bond Fund, Safety and Security Projects allocation.

Per Board policy, the Board is required to approve all contracts exceed $150,000.

Recommended Resolution:
Resolve that 1819-247 be approved.

1819-247 APPROVE CONTRACT FOR DOOR HARDWARE REPLACEMENT CONTRACT EXCEEDING $150,000
WHEREAS, the Board acting as the Local Contract Review Board (LCRB) has approved a Findings of Fact that the Hardware Project goods and services are available from only one source per standards in ORS 279B.075, and;

WHEREAS, the Board acting as the LCRB has approved a Findings of Fact that identified Chown Hardware as that one source for door hardware replacement per ORS 279B.075; and

WHEREAS; the District estimates the estimated cost of work at $400,000; and

WHEREAS, funding will come from the 2018 Bond Fund, Safety and Security Allocation; and

WHEREAS, Board policy requires the Board to approve all contracts that exceed $150,000; therefore

BE IT RESOLVED that the contract to Chown Hardware for door replacement hardware for $400,000 be approved.
Oregon City School District  
School Board Meeting  

1819-248 Approval of Contracts in Excess of $150,000 for the 2018-19 School Year

Contact: Susan Dodd

Discussion:
Per District policy, the School Board is required to approve contracts in excess of $150,000 per our District Purchasing Policy DJ. These are modifications since the Board approved contracts over $150,000 in August 2018.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Contract Term</th>
<th>Contract Type</th>
<th>Description of Services</th>
<th>Contract Amount</th>
<th>Area Responsible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schetky Northwest Sales</td>
<td>August 2014 - August 2019</td>
<td>State Contract - Equipment Purchase - #4729</td>
<td>Purchase of 3 2020 Thomas Built School Buses</td>
<td>382,000.00</td>
<td>Operations</td>
</tr>
<tr>
<td>Western Bus Sales</td>
<td>8/15/14-8/15/19</td>
<td>ADA Compliant Vehicles - ORPIN State Contract - #4730</td>
<td>Purchase of 1 small 2019 Chevrolet Microbird and 1 large 2020 Bluebird School Buses</td>
<td>212,000.00</td>
<td>Operations</td>
</tr>
<tr>
<td>Multnomah Education Service District</td>
<td>8/28/2018-6/30/2019</td>
<td>IGA</td>
<td>Out of District Placement - Functional Living Skills for Students and Nursing</td>
<td>248,000.00</td>
<td>Special Services</td>
</tr>
<tr>
<td>Wright Public Affairs</td>
<td>July 2018 - February 2020</td>
<td>Consulting Services - Two separate contracts - pre-bond and post bond</td>
<td>Public Relations and Community Information - Bond</td>
<td>187,000.00</td>
<td>Bond Office</td>
</tr>
<tr>
<td>Emerick Construction</td>
<td>February 2019 - June 2019</td>
<td>Construction - Competitive Bid Contract</td>
<td>Build out Transportation Facility for Bond Office</td>
<td>363,000.00</td>
<td>Bond Office</td>
</tr>
<tr>
<td>Heinz Mechanical Services</td>
<td>10/31/18 - 6/30/19</td>
<td>Emergency - Repair Services - can amend for greater amount</td>
<td>HVAC Repairs and Replacement</td>
<td>150,000.00</td>
<td>Operations</td>
</tr>
</tbody>
</table>

Recommendation: Approve.

1819-248 APPROVAL OF CONTRACTS IN EXCESS OF $150,000 FOR THE 2018-19 SCHOOL YEAR
BE IT RESOLVED that the above contract modifications be approved for the 2018-19 school year.
Discussion:
The District entered into a five year contract with Sodexo for food service management services beginning with the 2018-19 fiscal year. The contract needs to be renewed annually. The change for what will be the second year of the contract is the increase of 2.46% in fixed cost for all Pattern Meals and Meal Equivalents. The allowable CPI increase was 3.00%. There was a small edit change to contract language that made no impact to the contract. The current contract and contract amendment was reviewed and approved by Oregon Department of Education.

Recommendation:
Approve.

1819-241 APPROVE FOOD SERVICE MANAGEMENT CONTRACT WITH SODEXO AMERICA, LLC FOR THE 2019-20 FISCAL YEAR.

WHEREAS, the five year contract with Sodexo America, LLC requires annual renewal by the board, therefore;

BE IT RESOLVED that the second year of the food service management contract with Sodexo America, LLC for the 2019-20 fiscal year is hereby approved with a maximum allowable cost of $2.08 per pattern meal and meal equivalent.
Oregon City School District  
School Board Meeting 

1819-242 Approve the Facility Use Fee Schedule for the 2019-20 Fiscal Year 
Contact: Wes Rogers

Recommendation: Approve Resolution 1819-242

1819-242 APPROVE THE FACILITY USE FEE SCHEDULE FOR THE 2019-20 FISCAL YEAR.
WHEREAS, the board has determined that the Facility Use Fee Schedule is to be reviewed and/or revised by July 1 in preparation for the upcoming fiscal year; and

WHEREAS the District is experiencing increased building operating costs that reflect an inflation rate in the 2%-3% range and there was no increase to fees since 17-18; therefore

BE IT RESOLVED that the following “facility use fee schedule” be approved, effective July 1, 2019.
<table>
<thead>
<tr>
<th>Description/Facility</th>
<th>Category A</th>
<th>Category B</th>
<th>Category C</th>
<th>Category D</th>
<th>Category E</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Scheduling/Application/Security Fees (no increase over 2016-17)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scheduling Fee</td>
<td>No Fee</td>
<td>10.00</td>
<td>15.00</td>
<td>20.00</td>
<td>As Agreed</td>
</tr>
<tr>
<td>Revision Fee</td>
<td>No Fee</td>
<td>10.00</td>
<td>15.00</td>
<td>15.00</td>
<td>As Agreed</td>
</tr>
<tr>
<td>More than 1 security card</td>
<td>$5/card</td>
<td>$5/card</td>
<td>$5/card</td>
<td>$5/card</td>
<td>$5.00/card</td>
</tr>
<tr>
<td><strong>Facility Use Hourly Fee Schedule</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Gymnasiums</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>High School - Large</td>
<td>No Fee</td>
<td>35.75</td>
<td>55.25</td>
<td>89.75</td>
<td>As Agreed</td>
</tr>
<tr>
<td>High School - Small</td>
<td>No Fee</td>
<td>24.00</td>
<td>35.75</td>
<td>59.75</td>
<td>As Agreed</td>
</tr>
<tr>
<td>Jackson Campus - Main</td>
<td>No Fee</td>
<td>29.25</td>
<td>42.25</td>
<td>70.50</td>
<td>As Agreed</td>
</tr>
<tr>
<td>Jackson Campus - Old</td>
<td>No Fee</td>
<td>18.50</td>
<td>29.25</td>
<td>54.00</td>
<td>As Agreed</td>
</tr>
<tr>
<td>Middle School</td>
<td>No Fee</td>
<td>18.50</td>
<td>29.25</td>
<td>54.00</td>
<td>As Agreed</td>
</tr>
<tr>
<td>Elementary</td>
<td>No Fee</td>
<td>13.00</td>
<td>18.50</td>
<td>29.25</td>
<td>As Agreed</td>
</tr>
<tr>
<td><em><em>Cafeteria/Commons (No Kitchens</em>)</em>*</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>High School</td>
<td>No Fee</td>
<td>24.00</td>
<td>35.75</td>
<td>59.75</td>
<td>As Agreed</td>
</tr>
<tr>
<td>Jackson Campus</td>
<td>No Fee</td>
<td>24.00</td>
<td>35.75</td>
<td>59.75</td>
<td>As Agreed</td>
</tr>
<tr>
<td>Middle School</td>
<td>No Fee</td>
<td>18.50</td>
<td>29.25</td>
<td>47.75</td>
<td>As Agreed</td>
</tr>
<tr>
<td>Elementary School</td>
<td>No Fee</td>
<td>13.00</td>
<td>18.50</td>
<td>29.25</td>
<td>As Agreed</td>
</tr>
<tr>
<td>Kitchens* (Except High School)</td>
<td>No Fee</td>
<td>24.00</td>
<td>24.00</td>
<td>35.75</td>
<td>As Agreed</td>
</tr>
<tr>
<td><strong>Auditoriums</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>High School</td>
<td>No Fee</td>
<td>59.75</td>
<td>119.00</td>
<td>177.50</td>
<td>As Agreed</td>
</tr>
<tr>
<td>Jackson Campus</td>
<td>No Fee</td>
<td>24.00</td>
<td>47.75</td>
<td>70.50</td>
<td>As Agreed</td>
</tr>
<tr>
<td>Barclay</td>
<td>No Fee</td>
<td>18.50</td>
<td>35.75</td>
<td>54.00</td>
<td>As Agreed</td>
</tr>
<tr>
<td>Middle School (Cafeteria with Stage)</td>
<td>No Fee</td>
<td>18.50</td>
<td>35.75</td>
<td>54.00</td>
<td>As Agreed</td>
</tr>
<tr>
<td>Elementary</td>
<td>No Fee</td>
<td>13.00</td>
<td>24.00</td>
<td>42.25</td>
<td>As Agreed</td>
</tr>
<tr>
<td><strong>Libraries and/or Media Centers</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>High School</td>
<td>No Fee</td>
<td>24.00</td>
<td>35.75</td>
<td>52.25</td>
<td>As Agreed</td>
</tr>
<tr>
<td>Middle School</td>
<td>No Fee</td>
<td>18.50</td>
<td>24.00</td>
<td>35.75</td>
<td>As Agreed</td>
</tr>
<tr>
<td>Elementary School</td>
<td>No Fee</td>
<td>13.00</td>
<td>24.00</td>
<td>35.75</td>
<td>As Agreed</td>
</tr>
<tr>
<td><strong>Classrooms</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regular Classroom</td>
<td>No Fee</td>
<td>13.00</td>
<td>18.50</td>
<td>24.00</td>
<td>As Agreed</td>
</tr>
<tr>
<td>Band/Choir Room</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Middle School</td>
<td>No Fee</td>
<td>13.00</td>
<td>24.00</td>
<td>35.75</td>
<td>As Agreed</td>
</tr>
<tr>
<td>High School</td>
<td>No Fee</td>
<td>18.50</td>
<td>29.25</td>
<td>46.50</td>
<td>As Agreed</td>
</tr>
<tr>
<td>Presentation Classroom</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>High School</td>
<td>No Fee</td>
<td>18.50</td>
<td>29.25</td>
<td>46.50</td>
<td>As Agreed</td>
</tr>
<tr>
<td>Jackson Campus</td>
<td>No Fee</td>
<td>13.00</td>
<td>24.00</td>
<td>35.75</td>
<td>As Agreed</td>
</tr>
<tr>
<td><strong>Stadium</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Without lights</td>
<td>No Fee</td>
<td>42.25</td>
<td>87.75</td>
<td>165.75</td>
<td>As Agreed</td>
</tr>
<tr>
<td>With Lights</td>
<td>23.75</td>
<td>65.00</td>
<td>106.25</td>
<td>188.50</td>
<td>As Agreed</td>
</tr>
<tr>
<td><strong>Fields</strong></td>
<td></td>
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<tr>
<td>HS Fields/Courts - without Lights</td>
<td>No Fee</td>
<td>18.50</td>
<td>24.00</td>
<td>34.75</td>
<td>As Agreed</td>
</tr>
<tr>
<td>HS Fields/Courts - with Lights</td>
<td>18.75</td>
<td>29.25</td>
<td>41.25</td>
<td>54.00</td>
<td>As Agreed</td>
</tr>
<tr>
<td><strong>Parking Lot ONLY</strong></td>
<td></td>
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<tr>
<td>High School</td>
<td>No Fee</td>
<td>11.00</td>
<td>12.00</td>
<td>13.00</td>
<td>As Agreed</td>
</tr>
<tr>
<td>Jackson Stadium</td>
<td>No Fee</td>
<td>11.00</td>
<td>12.00</td>
<td>13.00</td>
<td>As Agreed</td>
</tr>
<tr>
<td><strong>Hourly Rates:</strong></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Custodian</td>
<td>$45</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Nutrition Services</td>
<td>$45</td>
<td></td>
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</tr>
<tr>
<td>Facility Supervisor (On-Site)</td>
<td>$25-$45</td>
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<tr>
<td>Lighting/Technical Services</td>
<td>$35-$45</td>
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</table>
Categories/Special Notes/Fee Schedule Notes

Categories
The Oregon City School Board encourages the use of school district facilities by community members for recreation, education, and service activities. The following categories have been established to determine the priority for facility use and the appropriate fees:

Category A: School District activity or school sponsored groups, i.e. Boy or Girl Scouts, Student/Parent Organizations, and Employee Associations.

Category B: Local youth sports, service clubs, government agencies (such as city council, planning commission, neighborhood associations, etc.), colleges, universities, and non-profit 501 (c)(3) organizations. Proof of non-profit status is required. (Facility Access fees may apply).

Category C: Private interest (parties, conventions, receptions, social clubs, etc.), adult recreation (including district staff), and organizations providing instruction for district-sponsored student/teacher programs. (Facility Access fees may apply.)

Category D: For-Profit organizations.

Category E: District special use agreements.

Note: Certificate of Liability Insurance is required for categories B through E before the event can be scheduled.

Special Notes:

1. School District personnel are required to be in buildings at all times buildings are in use.
2. Building Supervision fee is $25.00-$45.00 per hour in addition to rental fees if custodian is not on regular duty.
3. Nutrition Services personnel or other approved school employee must be present when kitchen is being used. A kitchen fee of $45.00 per hour in addition to rental fees will be charged when Nutrition Services staff is required.
4. All building use fees are to be prepaid directly to OCCE (Oregon City Community Education).
5. The party signing the request is liable for all costs, labor, and damage.

The above Facility Use Categories and Special notes were adopted by the School Board on September 14, 2009 as Resolution 0910-405.