



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING

AGENDA

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, July 19, 2023 at 7:00 PM

EXECUTIVE SESSION OF THE CITY COMMISSION:

The Executive Session will begin after the adjournment of the City Commission Regular Meeting.

- Pursuant to ORS 192.660(2)(f): To consider information or records that are exempt by law from public inspection.

REGULAR MEETING OF THE CITY COMMISSION

Ways to participate in this public meeting:

- Attend in person, location listed above*
- Register to provide electronic testimony (email recorderteam@orccity.org or call 503-496-1509 by 3:00 PM on the day of the meeting to register)*
- Email recorderteam@orccity.org (deadline to submit written testimony via email is 3:00 PM on the day of the meeting)*
- Mail to City of Oregon City, Attn: City Recorder, P.O. Box 3040, Oregon City, OR 97045*

1. CONVENE MEETING AND ROLL CALL

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

[3a.](#) Oath of Office for New Oregon City Police Captain, Sergeant, and Officer

[3b.](#) Disability Pride Month Proclamation

4. CITIZEN COMMENTS

Citizens are allowed up to 3 minutes to present information relevant to the City but not listed as an item on the agenda. Prior to speaking, citizens shall complete a comment form and deliver it to the City Recorder. The City Commission does not generally engage in dialog with those making comments but may refer the issue to the City Manager. Complaints shall first be addressed at the department level prior to addressing the City Commission.

5. PRESENTATIONS

[5a.](#) Inflow & Infiltration Program FY 2022-2023 Annual Report Presentation (CI 21-015)

6. ADOPTION OF THE AGENDA**7. CONSENT AGENDA**

This section allows the City Commission to consider routine items that require no discussion and can be approved in one comprehensive motion. An item may only be discussed if it is pulled from the consent agenda.

[7a.](#) Resolution No. 23-17, to Accept the Right-of-Way of Caufield Road

[7b.](#) Personal Services Agreement with RH2 Engineering, Inc. for the Magnolia Street Sewer Replacement Project (CI 23-010)

[7c.](#) Amendment No. 1 to the Personal Services Agreement with Wallis Engineering for the Inflow/Infiltration Program Management (CI 21-015)

[7d.](#) Personal Services Agreement with Consor for the 5 Year Pavement Maintenance Utility Fee (PMUF) Plan 2025-2029 (PS 23-010)

[7e.](#) Public Improvement Contract with ICON Construction and Development for the Main Street ADA Project (CI 22-013)

[7f.](#) Minutes of the June 13, 2023 City Commission Work Session

8. PUBLIC HEARINGS**9. GENERAL BUSINESS**

[9a.](#) Resolution No. 23-21, Adjusting Solid Waste Collection and Disposal Rates Effective September 1, 2023

[9b.](#) Memorandums of Understanding for Sports Fields

[9c.](#) Request for Subordination of Lien for Deferred SDC Agreement for Holmes Lane

[9d.](#) Ordinance No. 23-1008, An Ordinance to Allow the Parks and Recreation Advisory Committee's (PRAC) Bylaws to Determine the Required Number of Annual Meetings

10. COMMUNICATIONS

City Manager

Commissioners

Mayor

11. ADJOURNMENT

ORDINANCE NOTICE

If an ordinance is noticed above in this agenda, the text of the ordinance is available online with the posted agenda packet. In addition, three copies are provided for public review in the Office of the City Recorder upon request.

PUBLIC COMMENT GUIDELINES

Complete a Comment Card prior to the meeting and submit it to the City Recorder. When the Mayor/Chair calls your name, proceed to the speaker table, and state your name and city of residence into the microphone. Each speaker is given three (3) minutes to speak. To assist in tracking your speaking time, refer to the timer on the table.

As a general practice, the City Commission does not engage in discussion with those making comments.

Electronic presentations are permitted but shall be delivered to the City Recorder 48 hours in advance of the meeting.

ADA NOTICE

The location is ADA accessible. Hearing devices may be requested from the City Recorder prior to the meeting. Individuals requiring other assistance must make their request known 48 hours preceding the meeting by contacting the City Recorder's Office at 503-657-0891.

Agenda Posted at City Hall, Pioneer Community Center, Library, City Website.

Video Streaming & Broadcasts: The meeting is streamed live on the Oregon City's website at www.orcity.org and available on demand following the meeting. The meeting can be viewed on Willamette Falls Television channel 28 for Oregon City area residents as a rebroadcast. Please contact WFMC at 503-650-0275 for a programming schedule.

OATH OF OFFICE

Sworn Police Captain
Oregon City Police Department

*I, **Joseph Pagano**, do solemnly swear that I will uphold the law, and support the Constitution of the United States and the State of Oregon. I will abide by the Law Enforcement Code of Ethics, and the department's rules and regulations, while faithfully performing my duties as a Police Captain for Oregon City, Oregon.*

GIVEN THIS 19TH DAY OF JULY 2023

Denyse C. McGriff, Mayor

SUBSCRIBED AND SWORN to before me this 19th day of July 2023.

Notary Public
State of Oregon
My commission expires: _____

OATH OF OFFICE

Sworn Police Sergeant
Oregon City Police Department

*I, **Kevin Carlson**, do solemnly swear that I will uphold the law, and support the Constitution of the United States and the State of Oregon. I will abide by the Law Enforcement Code of Ethics, and the department's rules and regulations, while faithfully performing my duties as a Police Sergeant for Oregon City, Oregon.*

GIVEN THIS 19TH DAY OF JULY 2023

Denyse C. McGriff, Mayor

SUBSCRIBED AND SWORN to before me this 19th day of July 2023.

Notary Public
State of Oregon
My commission expires: _____

OATH OF OFFICE

Sworn Police Officer
Oregon City Police Department

*I, **Eduardo Urias**, do solemnly swear that I will uphold the law, and support the Constitution of the United States and the State of Oregon. I will abide by the Law Enforcement Code of Ethics, and the department's rules and regulations, while faithfully performing my duties as a Police Officer for Oregon City, Oregon.*

GIVEN THIS 19TH DAY OF JULY 2023

Denyse C. McGriff, Mayor

SUBSCRIBED AND SWORN to before me this 19th day of July 2023.

Notary Public
State of Oregon
My commission expires: _____

PROCLAMATION

Whereas, in July 1990 the Americans with Disabilities Act was signed into law; and

Whereas, the month of July was chosen to honor the enactment of this groundbreaking law;
and

Whereas, it is important to take time this month to reflect on the disability rights movement
and the progress that has been made; and

Whereas, the City of Oregon City recognizes that one of its greatest strengths is the
diversity of its citizens; and

Whereas, the City of Oregon City believes in the dignity of all disabled individuals,
supporting equity, and ensuring acts of discrimination will not be tolerated, and

Whereas, disabled individuals contribute to our community's success and strength in a great
number of immeasurable ways; and

Whereas, disabled individuals continue to face discrimination for something out of their
control and for being who they are, continue to be a target of violence and
harassment, and continue to persist through the efforts of the disabled community
and the support of community agencies, businesses, and individual allies; and

Whereas, discrimination on the basis of disability is often compounded with discrimination
based on race, sexual orientation and gender identity, immigration status, religion,
and age, among others.

Now, Therefore, I, Denyse C. McGriff, Mayor of the City of Oregon City, do proclaim:

July 2023 as Disability Pride Month

And, and encourage all people in our city to join in celebrating diversity, and promoting
inclusion and equity, and call upon the people of Oregon City to join their fellow citizens in
recognizing the passage of this important law.

In Witness Whereof, I have hereunto set my hand this 19th day of July 2023.

Denyse C. McGriff, Mayor



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: Public Works Director John M. Lewis, PE

Agenda Date: 07/19/2023

SUBJECT:

Inflow & Infiltration Program FY 2022-2023 Annual Report Presentation (CI 21-015)

STAFF RECOMMENDATION:

Presentation of the FY 2022-2023 Inflow and Infiltration (I&I) Program Annual Report that details the program's accomplishments to date and projected work over the next year.

EXECUTIVE SUMMARY:

The Inflow/Infiltration Program Management aims to deliver a complete program focused on sanitary sewer Inflow/Infiltration (I&I) reduction in a highly efficient and effective manner. The program has been in operation since May 2022 and has accomplished much since its inception. The efforts of the program have been focused in four main areas: condition assessment, project delineation and design, program standards development, and flow monitoring. These efforts will continue through the next year, and the program will also begin overseeing project construction.

BACKGROUND:

The City's 2014 Sanitary Sewer Master Plan calls for an I&I Removal Program to reduce surface and subsurface water that is entering the sanitary sewer collection system. This program is necessary to prevent costly upgrades to City and Clackamas County Water Environment Services (WES) sewer facilities in the future. The City's I&I Program is administered by Wallis via a program management contract, which has progressed the City's I&I Program from concept to execution.

The efforts of the I&I Program in the last year have been focused in four main areas: condition assessment, project delineation and design, program standards development, and flow monitoring. All of these efforts will continue into the next year, and several projects will be constructed during the upcoming year as well. This will mark a major milestone for the program, as it begins to yield results that can be quantified and evaluated. Performance evaluation is the cornerstone of the I&I program; the next

annual report will heavily focus on program performance and determine if the City is making progress on reducing City-wide I&I by 65%.

Condition Assessment

The program utilizes two main methods to collect data about the condition of the sewer system within the reimbursement basins: closed circuit television (CCTV) surveys and smoke testing.

Approximately 38,000 LF of CCTV survey was completed by the program during the last 18 months, and an additional 55,000 LF of CCTV survey are being performed currently. The City also provided 41,000 LF of CCTV survey it had performed previously. In total, City and Wallis CCTV efforts combine to provide 134,000 LF of mainline survey ordered, with 79,000 LF completed to date.

Additional CCTV surveys are scheduled for FY 2023-2024. Two contracts with a total of 120,000 LF are planned for the upcoming year, bringing the total of mainlines surveyed in the reimbursement basins to 254,000 LF by June 30, 2024.

Smoke testing has not been performed in Oregon City since 2016. Approximately 130,000 LF of sewer mains will be smoke tested in the upcoming fiscal year.

This data is combined with private lateral data collected by the City and other known issues with the sanitary sewer system to prioritize repairs. This data will be used to inform upcoming focus areas for the program in tandem with City priorities.

Project Delineation and Design

Data collected and evaluated during the condition assessment efforts are used to define design packages. Many of these design packages are then assigned to sub-consultants by Wallis, though some of the more complicated projects are retained by Wallis staff.

Two projects are currently nearing final design and will soon go out to bid. A third and fourth project are in the scoping process. Several more projects are identified and will be divided up throughout the upcoming year. Three more projects are tentatively identified to begin design this year, but this number is subject to change based upon condition assessment results and overall I&I Program expenditures this fiscal year.

Program Standards Development

Wallis and the City developed a Program Management Plan (PMP) and a Public Outreach Program Plan (POPP) shortly after the program management contract's inception to guide the program's essential functions moving forward. Part of the POPP was ensuring public messaging was a central part of all program efforts from the very beginning. The PMP set expectations and protocols for the program and called for the development of I&I Program specific design guidelines and boilerplate specifications.

The design guidelines were drafted and finalized during the prior fiscal year, and the boilerplate specifications are currently undergoing final legal review prior to approval. Both the design guidelines and boilerplate specifications required heavy modification to incorporate the private lateral program was added to the I&I program.

As the first design packages neared completion, it became clear to Wallis and City staff that program wide plan preparation guidelines are needed for the I&I program. These will be prepared and approved in the upcoming fiscal year.

All standards developed during the last 18 months are scoped for review during the upcoming fiscal year.

Flow Monitoring

Evaluation of program outcomes is a key component of the I&I program. The primary method for evaluating program performance is flow monitoring. Flow meters were installed at four sites, and data from three additional WES meters were utilized to supplement the program meters. Flow monitoring occurred from March through early May, and evaluation of the observations are underway.

Flow monitoring in the previous fiscal year focused on the McLoughlin, Elyville, Rivercrest, and Canemah neighborhoods. A flow monitor was also set up to evaluate the entire southern portion of the reimbursement basin, but this area was not monitored in detail. The monitoring was designed to establish baseline flows for several newly defined basins in this area and also evaluate the recently completed Rivercrest I&I Project.

The Rivercrest Basin I&I Projects (phases 1-3) was scoped and constructed outside the I&I program, but the project was considered a pilot for the larger I&I program. How effective it was or was not will inform how intensive our repair efforts will have to be to meet the program goals. Rehab guidelines have evolved since the Rivercrest Basin Project was designed, so the improvements do not meet current program standards. However, it will be informative to see what results a public-only improvement project accomplishes.

Preliminary results indicate that the Rivercrest Basin is still exhibiting storm response behavior consistent with significant inflow. The most likely cause of this behavior is downspouts connected either to sewer laterals or directly to sewer mains, but additional investigation is necessary to verify this. This does indicate that problems remain in the Rivercrest basin outside the public right of way, justifying the program's decision to expand rehab efforts to private laterals (which will include disconnecting storm downspouts when cross-connections are found).

Other basins appear to be exhibiting some combination of inflow and infiltration flow signatures, consistent with prior findings. More detailed flow monitoring results will be prepared early in the upcoming fiscal year, and additional flow monitoring performed in the spring as well. Several more I&I projects will be completed prior to next year's flow monitoring efforts, so it will provide an opportunity to evaluate the early program accomplishments. Of particular interest will be Rivercrest Basin Phase 4: this project will bring the pilot program up to current program standards and will provide an opportunity to evaluate the incremental effect of the lateral program.

Project Delivery

No projects have been delivered to date as part of the I&I Program. Five are scheduled for bidding and construction this fiscal year; these projects are listed below:

- Linn Basin Sanitary Sewer I&I Rehabilitation Project 1
- Linn Basin Sanitary Sewer I&I Rehabilitation Project 2
- Sanitary Sewer I/I Rehabilitation - Rivercrest Basin Project: Phase 4
- 2023 I&I Catch Basin Disconnection Project
- 2023 I&I Manhole Rehabilitation Project

In addition, Linn Basin Sanitary Sewer I&I Rehabilitation Project 3 may be bid at the end of the 2023-2024 fiscal year, with construction beginning after June 30, 2024. No other construction projects are expected to be bid or constructed during the next fiscal year.

BUDGET IMPACT:

Amount: N/A

FY(s): N/A

Funding Source(s): N/A



INFLOW / INFILTRATION PROGRAM MANAGEMENT ANNUAL REPORT FY 2022-2023

June 2023

WE #OC21-II



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SECTION 1: INTRODUCTION

Purpose of Report

This report was prepared by Wallis Engineering to provide an overview of Oregon City's Inflow / Infiltration Program Management, which began in May 2022. As outlined in the project scope of work, this report will cover program management and project expenditures, work accomplished in FY 2022-2023, work anticipated to be completed in FY 2023-2024, data on success indicators of the program and a general summary of the results of flow monitoring at the completion of the projects.

The program in coordination with the City has subdivided and redefined basins within the reimbursement areas. The revised basins are in accordance with Figure 1.

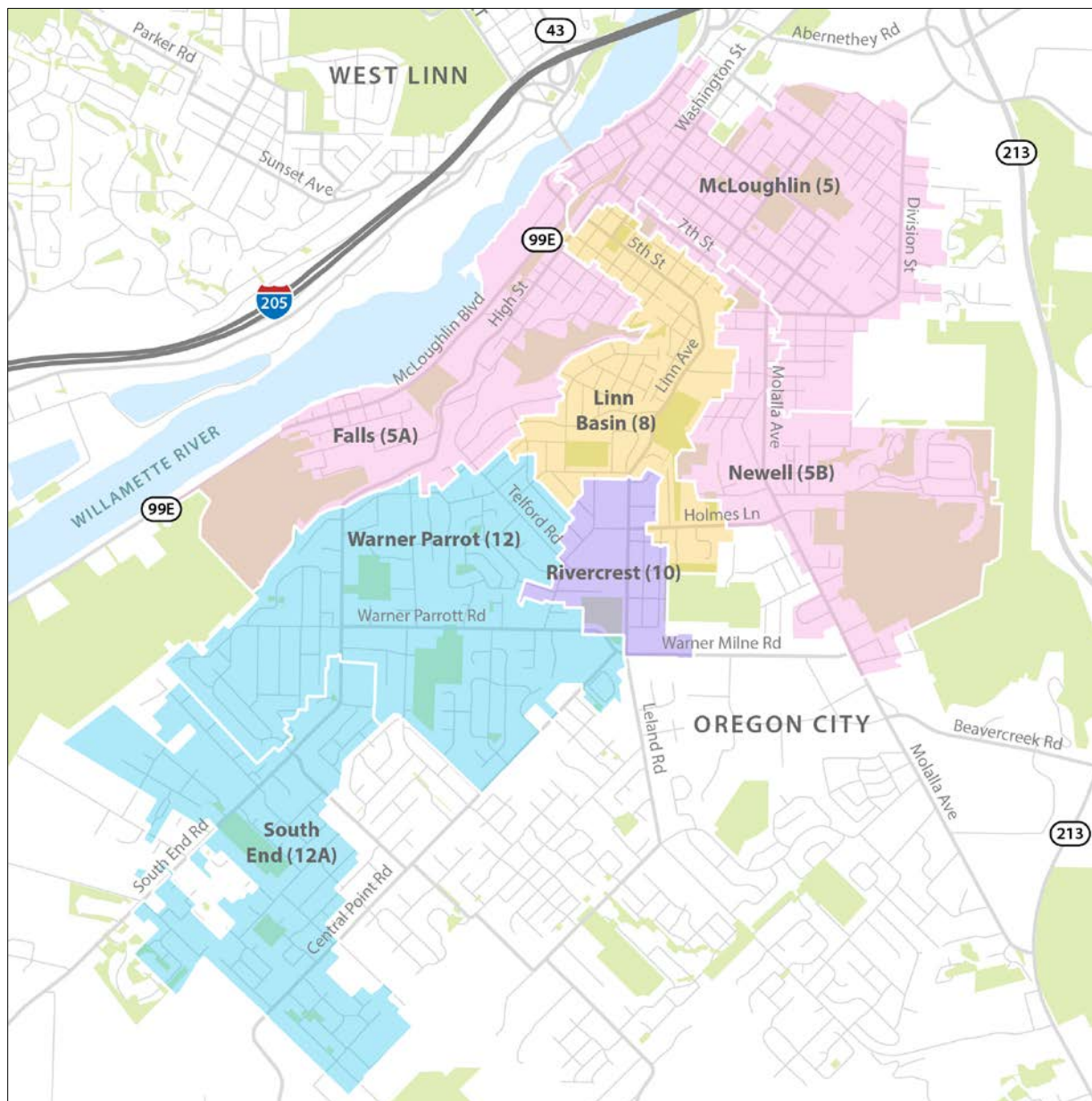


Figure 1: OC Basin Map

SECTION 2: BUDGET EXPENDITURES

A breakdown of budget by task for May 2022 through May 2023 is shown below in Table 1: YTD Budget Accounting. On the following page, Table 2: Program Delivery by % reports the breakdown of consultant expenses between Wallis Engineering and subconsultants.

Table 1: YTD Budget Accounting

Task	Contract Amount	Billed From 5/2022 to 5/2023
Task 1: Program Administration	\$106,572.95	\$100,074
Task 2: Program Management	\$118,126.92	\$184,260
Task 3: Flow Monitoring & Analysis	\$67,188.48	\$24,217.02
Task 4: Condition Assessment for Sewer Basin 8	\$100,000.00	\$166,505.59
Task 5: Work Order Development	\$10,000.00	\$15,955.50
Task 6: Pre-Design Investigations	\$100,000.00	\$78,848.58
Task 7: Design Services	\$450,000.00	
Package 1	\$211,670.00	\$201,252.04
Package 2	\$141,051.52	\$128,061.33
Task 8: Utility Coordination	\$50,000.00	
Package 1	\$7,531.00	\$6,924.63
Package 2	\$1,092.60	\$615.94
Task 9: Right-of-Way and Easement Acquisition Services	\$50,000.00	
Package 1	\$0.00	\$0
Package 2	\$13,775.00	\$1,838.26
Task 10: Bidding Services	\$50,000.00	
Package 1	\$2,961.00	\$0
Package 2	\$1,739.72	\$0
Task 11: Construction Management Services	\$300,000.00	
Package 1	\$0	\$0
Package 2	\$0	\$0

Table 2: Program Delivery by %

Task	% Wallis	% Non-Wallis
Task 1: Program Administration	92%	8%
Task 2: Program Management	86%	14%
Task 3: Flow Monitoring & Analysis	14%	86%
Task 4: Condition Assessment for Sewer Basin 8	100%	0%
Task 5: Work Order Development	100%	0%
Task 6: Pre-Design Investigations	0%	100%
Task 7: Design Services	25%	75%
Task 8: Utility Coordination	8%	92%
Task 9: Right-of-Way and Easement Acquisition Services	100%	0%
Task 10: Bidding Services	0%	0%
Task 11: Construction Management Services	0%	0%

SECTION 3: WORK ACCOMPLISHED IN FY 22-23

Wallis Engineering began management of the City of Oregon City's I/I Reduction Program in May 2022. The following services have been or are in process of being completed by FY 22-23.

Administration

As program administrator, Wallis coordinated and led program meetings, managed the program schedule, tracked budgets and expenditures, ensured quality assurance and control, maintained records, contracted with subconsultants, and oversaw all work within the program to date. As the program advanced, we expanded our design team to include Century West to accommodate future design packages of the added Basin work requested by the City.

The subconsultants and their respective disciplines are shown in the table below:

Table 3: Design Team

Subconsultant	Discipline
Brown & Caldwell	Engineering Design
Century West Engineering	Engineering Design
JLA	Public Involvement
Keller Associates	Engineering Design
Leeway Engineering	Engineering Design
Pacific Int-R-Tek	CCTV Inspection
CESNW	Surveying
Epic Land Solutions	Right-of-Way
GRI	Geotechnical Eng

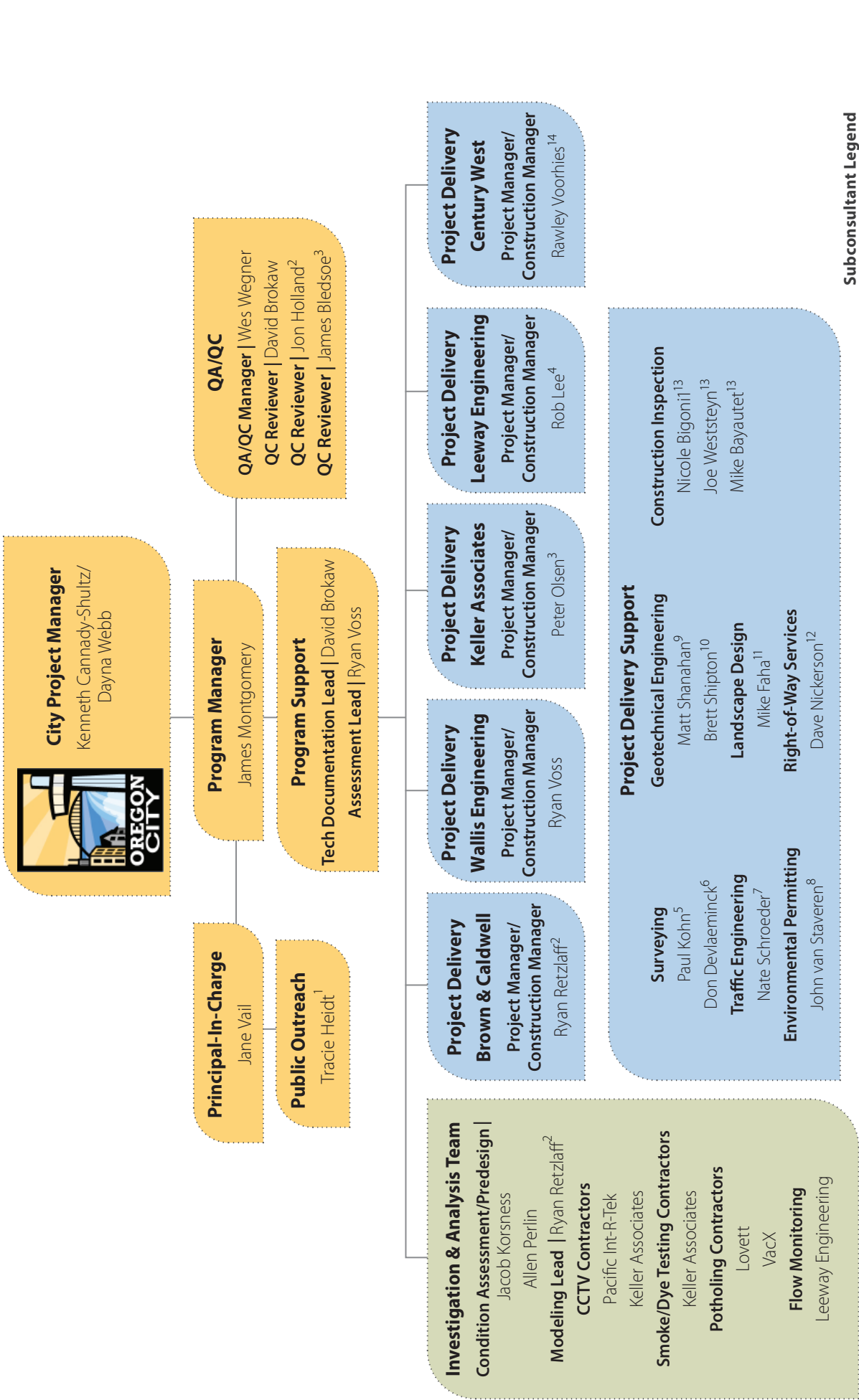
Table 4: Key Personnel

Oregon City I/I Pilot Program Key Team Members Contact List			
Organization / Role	Name	Phone	E-mail
City of Oregon City			
City Project Manager	Kenny Cannady-Shultz	971-204-4622 503-260-0059	kshultz@orccity.org
City Engineer	Dayna Webb	971-204-4633 503-312-5648	dwebb@orccity.org
City Public Works Director	John Lewis	971-204-4626 503-793-2255	jmlewis@orccity.org
City Maintenance	Eric Hand	971-204-4661	ehand@orccity.org
Wallis Engineering PLLC			
Principal in Charge	Jane Vail	360-852-9158	Jane.vail@walliseng.net
Program Manager	Jim Montgomery	360-852-9189 503-997-3315	Jim.montgomery@walliseng.net
Project Manager / Technical Documentation Lead	Dave Brokaw	360-852-9153 503-504-1553	David.brokaw@walliseng.net
Project Assistant	Erin Kingsley	360-852-9168	Erin.kingsley@walliseng.net
Assessment Lead / Project Manager	Ryan Voss	360-852-9164	Ryan.voss@walliseng.net
Condition Assessment	Allen Perlin	360-852-9150	Allen.perlin@walliseng.net
QA/QC Manager	Wes Wegner	360-852-9160 503-860-0536	Wes.wegner@walliseng.net
Brown & Caldwell			
Project Delivery PM	Ryan Retzlaff	503.977.6628 503.893.0410	rretzlaff@BrwnCald.com
QA/QC Reviewer	Jon Holland	503-977-6609	JRHolland@brwncald.com
CES NW			
Survey	Paul Kohn	503-968-6655 503-586-8311	pkohn@cesnw.com
Century West			
Project Delivery PM	Rawley Voorhies	503.419.2132	rvoorhies@centurywest.com
Compass			
Survey	Don Devlaeminck	503 653-9093 503 939-519	dond@compass-landsurveyors.com

Oregon City I/I Pilot Program Key Team Members Contact List			
Organization / Role	Name	Phone	E-mail
Epic Land Solutions			
Right-of-Way	Dave Nickerson	503-213-3974	dnickerson@epicland.com
GRI			
Geotechnical Engineering	Matthew Shanahan	360-213-1690 360-601-6719	mshanahan@gri.com
JLA Public Involvement			
Public Outreach	Tracie Heidt	503-235-5881x116 503-708-1485	tracie@jla.us.com
Keller Associate			
Design & Construction Management	Peter Olsen	503-364-2002 503-910-2421	polsen@Kellerassociates.com
QA/QC	James Bledsoe	503-364-2002	jbledsoe@kellerassociates.com
Leeway Engineering			
Design & Construction Management	Rob Lee	(503) 828-7542	rob.lee@leewayengineeringsolutions.com
Pacific Habitat Services			
Environmental Permitting	John van Staveren	503-570-0800 503-708-8320	jvs@pacifichabitat.com
Pacific Int-R-Tek			
CCTV	Adam Scott	503-522-5515	adam.scott@tvmypipe.com
AIMS Companies			
CCTV	Nick Curcio	503-747-6410 503-545-9640	ncurcio@aimscompanies.com

ORGANIZATION CHART

FY 23-24



Subconsultant Legend

1	JLA	6	Compass	11	Greenworks
2	Brown & Caldwell	7	DKS	12	Epic Land Solu
3	Keller Associates	8	Pacific Habitat Services	13	MacKay Sposit
4	Leeway Engineering	9	GRI	14	Century West
5	CES NW	10	GeoDesign/NV5		

Item 5a.

Program Management

Wallis Engineering managed the program schedule, budget, and quality for all project elements comprising the overall program to date. The following milestones were achieved:

- Continued management of public outreach program.
- Assisted with adoption of the consolidated private lateral and downspout disconnection program
- Managed and facilitated the work of the subconsultants to complete each project.
- The Program Manager reviewed and approved project plans for conformance to program strategy, plan, schedule, and all other applicable specifications, codes, and standards.
- The Program Manager functioned as a liaison for transfer of information between project management teams, and City leadership, and conducted periodic briefings/status updates.
- Reviewed background information provided by the city on work completed under other investigation efforts and design projects.

As part of the program management task, our program team led a series of program meetings in FY 2022-2023 with City staff and key team members:

- Program Kickoff Meeting
- Rivercrest Lessons Learned Meeting
- Public Outreach Meeting
- City Operations Coordination Meeting
- Public Works Meeting
- New Project Manager Meetings
- Lateral Policy Workshop
- Monthly and Weekly Check-in Meetings
- Programmatic Geohazard Assessment Meeting
- Piezometer Meeting
- Annual check in and performance assessment

Program Management Plan

Wallis Engineering developed a program management plan (PMP). The plan included the following:

- Program Objectives
- Team Structure and Responsibilities
- Financial Management Protocols
- Decision Making Protocols
- Communication and Coordination Protocols
- Overall Schedule and Task Schedules
- Project Development and Scoping
- Quality Assurance Plan

Public Outreach

A draft Public Outreach Program Plan (POPP) was prepared. The POPP focused on the work needed to share information with the community, and described the outreach methods, messaging, and implementation for investigation work, downspout disconnection policy, and construction.

JLA, with support from Wallis Engineering, created general flyers to be shared with the project areas during each project and placed on the City website. In addition, JLA created an e-newsletter and social media content, edited the existing webpage and created a graphic basin delineation map for outreach purposes. JLA drafted letters and mailers to support CCTV surveys, smoke testing, and private lateral ROE acquisition efforts.

Lateral Policy Development

The project team worked with the city to develop and refine a private lateral policy to enable the program to address infiltration and inflow deficiencies within private property. A presentation was prepared for City staff to deliver to City Commission for approval of the policy. Once approval was obtained, the project team developed an approach to incorporate the policy into project design and delivery, including the drafting of a right of entry form and special provisions modeled after the Clean Water Services (CWS) approach. Rehabilitation of private laterals was incorporated into every design package initiated this fiscal year and will continue being incorporated going forward.

Rehabilitation Guidelines and Specifications

Wallis Engineering created rehabilitation guidelines and draft boilerplate specifications for use in the program. The draft guidelines were developed in coordination with the City and technical engineering staff. Wallis led the development of boilerplate special provisions for anticipated types of rehabilitation to be used during the program. Special provisions were based upon 2021 Oregon Standard Specifications and Oregon City boilerplates special provisions.

Flow Monitoring and Analysis

Flow monitors were installed in the fall as part of a previous contract with the City to collect post construction data for the Basin 10 (Rivercrest Basin) project area and baseline data in other areas. The City modified all of the sanitary sewer basins throughout the system, focused on cleaning up incorrect basin boundaries and dividing oversized basins. As a result, the monitoring results for all basins are no longer considered up to date, and Basins 5 and 12 were divided into five separate basins (Basins 5, 5A, 5B, 12, and 12A). The basins were also given new names, which were adopted into the monitoring program. New baseline flows were obtained for the basins 5/5A/5B, and the baselines were refreshed for basins 8 and 12 (12A was not monitored separately).

Flow meters were installed by ADS Environmental, the same firm that performs flow monitoring for Clackamas WES. ADS monitored flows at 4 sites (5B, 8, 10 and 12) for the period March 20, 2023 to May 8, 2023. The meters captured flows during a significant storm even on April 10th with a 1.16 inch 24-hour rainfall depth and Leeway Engineering (Leeway) has reviewed and accepted the data. To supplement the data collected by ADS, Leeway is using data from 3 permanent monitors in the WES system (5, 5A, and a West Linn location).

Leeway is utilizing the flow data to recalibrate the hydraulic model (last updated over 10 years ago). Leeway has obtained the model files and is currently in the process of updating dry weather flow calibrations. A major improvement in this model will be an application of a diurnal flow pattern that matches observed patterns throughout the model. Leeway is also making big adjustments to direct

constant groundwater rates that are causing very large errors during the dry period. The model will be calibrated with the unit hydrograph parameters to the April 10th storm event, and the model will be run with the design storm event for a new prediction of 5-year flows and distribution of I/I throughout the 4 priority basins. This work is still in process at this time.

Basin Condition Assessment

City staff provided unanalyzed CCTV video footage for approximately 41,000 linear feet of sewer mainline. Wallis Engineering prepared a condition assessment database for management and analysis of the segments provided. The database will be utilized to categorize repair methodologies, prepare a preliminary cost for rehabilitation, and create a prioritized list of segments for multiple design packages. Condition assessment sheets for each mainline section with defects labeled using PACP standard notation and recommended corrective actions were prepared for the full 41,000 LF of mainline segments with CCTV footage provided by the City. Recommended rehabilitation methodologies were established for the analyzed segments.

Additionally, Wallis Engineering subcontracted an additional 38,000 linear feet of sewer mainline CCTV. These contracts were focused on Basins 5, 5B, and 8. PACP standard notation was provided alongside this additional footage. Wallis Engineering completed review of this additional footage and prepared recommended corrective actions. The additional condition assessment sheets were entered into the database and used for prioritization in the development of additional design packages.

An additional 55,000 linear feet of CCTV is contracted and currently in progress. This contract is focused on Basins 5, 5A, and 5B. Completion is expected in early FY 2023-2024.

Develop Project Design Criteria

A scope of services template was developed for use in contracting on design projects allocated by the program. A methodology for prioritizing rehabilitation work was prepared and refined. From this, the program management team analyzed condition assessment data to prioritize rehabilitation packages on a generally worst first basis. The project team developed work orders for the following contracted efforts:

- Two design contracts
- Five preliminary design contracts
- Three CCTV contracts
- Center Street Catch Basin Disconnect preliminary design
- Manhole Sealing Pilot Program

Design Services

Design Package 1 - A solicitation for the first package to act as a pilot project was provided to Leeway Engineering. Package 1 consists of 11,000 LF of mainline sewer pipe and associated public side laterals within Basin 8 (Linn). These sections of mainline pipe are intended for CIPP rehabilitation with some spot repair and open excavation lateral replacement. As of June 2023, the package was at 90% completion status and is scheduled to be constructed in Fall 2023.

Design Package 2 - A second design package within Basin 8 (Linn) was developed in coordination with City staff to address some high priority maintenance concerns that will require full replacement with open trench or pipe bursting methods. The second design package is being designed by Wallis Engineering and consists of 1,800 LF of mainline sewer pipe, manhole replacement and associated public

side laterals. As of June 2023, the package was in the process of completing 90% design and is scheduled to be constructed in Summer/Fall 2023.

Design Package 4 – Rivercrest Lateral Rehabilitation (Century West assigned scope)

SECTION 4: WORK ANTICIPATED IN 2023-2024

We anticipate the following work to be completed in 2023. Tasks are organized according to the project's scope of work:

Table 5: FY 2023-2024 Estimated Costs

Task	Estimated Costs
Task 1: Program Administration	\$235,000
Task 2: Program Management (includes Manhole Sealing Pilot Program)	\$1,000,000
Task 3: Flow Monitoring & Analysis	\$135,00
Task 4: Linn Basin SS #1 (Construction Management)	\$135,000
Task 5: Linn Basin SS #2 (Design & Construction Management)	\$235,000
Task 6: Molalla Design Package (Design)	\$465,000
Task 7: Rivercrest Lateral Rehabilitation (Design & Construction Management)	\$190,000
Task 8: Applegate Design Package (Design)	\$285,000
Task 9: Linn Basin SS #3 (Design & Construction Management)	\$285,000
Task10: Singer Hill	TBD
Task 11: Center Street Catch Basin Disconnect	\$175,000

Program Management and Administration

Wallis will schedule and lead program meetings, manage the schedule, track budget and expenditures, ensure quality assurance and control, maintain accurate records, contract with subconsultants, and oversee all work within the program. Monthly and annual reports will be prepared for the program. The Program Management Plan and Public Outreach Program Plan will be implemented throughout the year and regularly reviewed for effectiveness and refined as required.

Rehabilitation Guidelines and Specifications

Rehabilitation guidelines and specification will be refined as necessary to incorporate lessons learned, additional rehabilitation methodologies as needed, and updated design or construction best practices. A detailed review of the boilerplate specifications and design guidelines is planned for November 2023, and program wide plan preparation guidelines will be developed.

Lateral and Downspout Disconnection Policies

The program management team assisted City staff in finalizing and presenting to City Commission the private property I/I source removal policy and downspout disconnection policy for adoption. The City Commission adopted a fully funded lateral rehabilitation policy.

CCTV Mainline Inspection

In addition to the CCTV footage provided by the City, three additional contracts were completed in FY 2023, capturing sewer mainline conditions across portions of Basins 5, 5A, 5B, 8 and 10. Two additional CCTV contracts totaling 120,000 linear feet are anticipated to be completed in FY 2024.

Smoke Testing

One smoke test package, totaling approximately 130 thousand lineal feet of sewer main, will be created this year. Draft smoke testing maps will be prepared for City project manager review and approval. During smoke testing, Wallis staff will be on site to address public comments and validate the quality of the smoke testing performed.

Flow Monitoring and Analysis

As a continuation of flow monitoring work done to date, Leeway will continue to monitor flows to establish post-construction data for the Basin 10 project area and pre- and post-construction flows for the pending Basin 8 design projects. The data from these established monitoring locations will be used in the H/H model recalibration to be delivered to the City as an update of their 2014 master plan. Additionally, Leeway will establish an anticipated additional three flow monitoring stations: one will be installed downstream of current project areas to gauge successful I&I reduction and two will be installed at locations downstream of anticipated future rehabilitation areas, particularly basins 12 and 12A, to establish baseline flow conditions.

Basin Model Recalibration

Leeway Engineering will utilize the flow monitoring data to recalibrate the collection system model and reforecast peak wet-weather flows at each basin. This method will help demonstrate collection system rehabilitation effectiveness and reproject the updated basins' response to the 10-year design storm. A brief Technical Memorandum will be provided to document the results of the updated H/H model.

Condition Assessment

Condition assessment will be completed for all mainline segments with CCTV footage. The condition assessment database will be separated into revised I/I program subbasins and refined to include CCTV information, mainline condition ratings, rehabilitation recommendations and City coordination elements for use in prioritization. Methodology will be developed to incorporate lateral condition data from various sources into the rehabilitation prioritization process.

Work Order Development

Wallis Engineering will coordinate with City staff on the development of additional work order contracts for 2023. Contracts are anticipated to include at least two additional CCTV contracts, up to 5 additional design contracts (with associated pre-design investigations, utility coordination and right of way services as required) and up to 3 construction management and inspection contracts.

Design Services

The program management team will complete design services for up to 6 design contracts (Molalla, Rivercrest Lateral Rehabilitation, Applegate, LB #3, Center Street Catch Basin Disconnect, Manhole Sealing Pilot Program, previously initiated in the FY 22-23 contract. Design services for packages 1 & 2 to be finalized for bidding in the first quarter of the FY23-24. The design contracts will include predesign investigations, utility coordination, right of way and bidding services as required.

Construction Management Services

The program management team will provide construction management services necessary to support the delivery of design contracts. It is anticipated that 5 design contracts will go to construction in FY 2023-2024.

SECTION 5: DATA ON SUCCESS INDICATORS OF THE PROGRAM

The success indicators of this program are anticipated to be I/I reduction related to the rehabilitation of sewer systems through construction. The program has not yet completed the analysis of the post-construction flow data necessary to define program success for the Rivercrest projects. Flow monitoring will be conducted following construction of additional design projects under the program and analyzed to determine I/I reduction and associated costs.

SECTION 6: FLOW MONITORING GENERAL SUMMARY

Flow monitoring was conducted on Basins 5, 8 and 10 in Winter-Spring of 2022. The data was high quality and included the larger storms in April 2022.

General results of the basins in 2022 were as follows:

Basin 5 (flow monitoring includes basins 8 and 10) – Mostly inflow during bursts of rainfall. Flows rise and fall very quickly, so not consistent with an infiltration-type signature.

Basin 10 – Mostly infiltration, but some inflow with a fairly fast response to larger storms.

Basin 8 (flow monitoring includes basin 10) – High infiltration and biggest peaking factor. High flows take about 10 days to recover to base flow rates, so there is likely a lot of groundwater infiltration.

Additional flow data was collected at four locations from March 22nd to May 9th, 2023. These sites were close to those previously used for Basin 5 (Mollala Avenue at Willamette Street), Basin 8 (on Center between 6th and 7th), Basin10 (Linn Ave and Park Drive), and Basin 12 (easement near Barker Avenue and Hazelwood Drive). Rainfall was collected with a single rain gauge at the Oregon City maintenance yard. This is the same location used previously.

Model calibration for the data collected from March 22nd to May 9th, 2023, should be completed by August 2023, and preliminary results will be presented shortly after.



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: Public Works Director John M. Lewis, PE

Agenda Date: 7/19/2023

SUBJECT:

Resolution No. 23-17 to Accept the Right-of-Way of Caufield Road

STAFF RECOMMENDATION:

Approve Resolution No. 23-17 accepting the right-of-way of Caufield Road.

EXECUTIVE SUMMARY:

Caufield Road is completely under the jurisdiction of Clackamas County. Based on the Urban Growth Management Agreement between Clackamas County and the City of Oregon City and the County's use of Vehicle Registration Tax Funds, the County is requesting, and has the ability to transfer jurisdiction of Caufield Road to the City. This transfer of jurisdiction is completed by way of an Intergovernmental Agreement and a Resolution accepting the right-of-way from Clackamas County.

BACKGROUND:

In early 2019, Clackamas County Commissioners approved a \$30-per-year Vehicle Registration Fee to fund road maintenance and construction projects. One aspect of the approval included the County Strategic Investment Fund which utilizes 10% of the revenue share to be spent on local transportation priorities with an initial emphasis on jurisdictional transfers when supported by the appropriate agency.

Caufield Road is completely under the jurisdiction of Clackamas County.

This transfer is completed by way of an Intergovernmental Agreement, as specified in the Urban Growth Management Agreement between the City and the County. This agreement states that for roadways not built to City standards, the County agrees to pay to the City a sum of money equal to the cost of a two-inch asphaltic concrete overlay over the width of the existing pavement. The value of the pavement work to this section of roadway has been determined as \$94,845 and will be paid to the City as part of the transfer of this roadway.

The County staff's report to the County Commissioners recommended the County Board "approve the Intergovernmental Agreement with the City of Oregon City to transfer rights and duties as road authority for Caufield Road to the City and to establish a process and timelines related to a jurisdictional transfer."

On March 15, 2023, the City Commission authorized the City Manager to sign an Intergovernmental Agreement between the City of Oregon City and Clackamas County related to the transfer of Caufield Road.

The Intergovernmental Agreement was approved by the County Board and signed by the chair on May 4, 2023. The area of transfer is legally written in Exhibit A and depicted in Exhibit B included within the Intergovernmental Agreement.

On June 29, 2023, the Board of County Commissioners of Clackamas County approved Board Order No. 2023-76 transferring to the City of Oregon City jurisdiction over Caufield Road.

This request is the final step in transferring jurisdiction of Caufield Road by accepting the right-of-way from Clackamas County.

OPTIONS:

1. Approve Resolution No. 23-17 to accept the right-of-way of Caufield Road.
2. Deny Resolution No. 23-17.

BUDGET IMPACT:

Amount: \$94,845 Revenue

FY(s): FY 2023-24

Funding Source(s): Transportation Fund

RESOLUTION NO. 23-17**A RESOLUTION TO ACCEPT THE RIGHT-OF-WAY OF CAUFIELD ROAD**

WHEREAS, ORS 373.270 provides a mechanism to surrender jurisdiction of a county road within a city to a city; and

WHEREAS, the Board of County Commissioners of Clackamas County (County) passed Board Order No. 2023-76, attached hereto, on June 29, 2023, which offers to surrender jurisdiction of Caufield Road to the City of Oregon City (City); and

WHEREAS, Caufield Road has been within the City's jurisdictional boundary since 2002 with annexation caused by land use file AN-01-05; and

WHEREAS, the City desires to consolidate its authority over roadways within its jurisdictional boundary; and

WHEREAS, surrender of the jurisdiction on Caufield Road within Clackamas County was requested by Intergovernmental Agreement from the County Board on May 4, 2023; and

WHEREAS, the Intergovernmental Agreement was approved by the County Board and signed by the chair on May 4, 2023; and

WHEREAS, on March 15, 2023, the City Commission authorized the City Manager to sign an Intergovernmental Agreement between the City of Oregon City and Clackamas County related to the transfer of Caufield Road; and

WHEREAS, on June 29, 2023, the Board of County Commissioners of Clackamas County approved Board Order No. 2023-76, transferring to the City of Oregon City, jurisdiction over Caufield Road.

NOW, THEREFORE, THE CITY OF OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The surrender of jurisdictional authority by the Board of County Commissioners of Clackamas County over the portion of public right-of-way described in Exhibit A and depicted in Exhibit B within the adopted Intergovernmental Agreement, attached hereto and incorporated herein, is accepted by the City of Oregon City pursuant to ORS 373.270.

Section 2. This resolution becomes effective upon adoption.

Approved and adopted at a regular meeting of the City Commission held on the 19th day of July 2023.

Denyse C. McGriff, Mayor

Attested to this 19th day of July 2023:

Approved as to legal sufficiency:

City Recorder

City Attorney

Attachments: Exhibit A and Exhibit B – Transfer Limits
Vicinity Map
County IGA

**DAN JOHNSON**
DIRECTORDEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

May 4, 2023

BCC Agenda Date/Item: 20230504 V.B.1Board of County Commissioners
Clackamas County

Approval of an Intergovernmental Agreement between Clackamas County and the City of Oregon City to transfer a portion of S Caufield Road. Total value \$94,845. Funding through Community Road Fund. No County General Funds are involved.

Previous Board Action/Review	5/02/2023: Discussion item at issues		
Performance Clackamas	1. Build trust with good government		
Counsel Review	Yes	Procurement Review	No
Contact Person	Rick Maxwell	Contact Phone	503-742-4671

EXECUTIVE SUMMARY:

There are certain County roads, such as S Caufield Road in Oregon City, that are wholly, mostly, or partially within various Cities throughout Clackamas County. Fragmented jurisdiction over these roads often results in differing road maintenance activities and confusion by the public as to which agency is responsible for the operation and maintenance of the roads. With the intent of eliminating confusion to the public and to improve the efficiencies of maintenance and public service a jurisdictional transfer is needed. The IGA sets forth the process for the City to assume exclusive jurisdiction over S Caufield Road, which contains approximately 105,790 square feet of Right-of-Way. The proposed IGA also formalizes an agreement to provide funds to the City of Oregon City in the amount of \$98,845, which is equal to the cost of a 2" asphalt overlay and rebuilding or installing five (5) curb ramps to meet ADA requirements. Payment of these funds are contingent upon the City finalizing the jurisdictional transfer process. Once jurisdiction is transferred, the City becomes the "Road Authority" responsible for all maintenance, permitting and road standard activities.

For Filing Use Only

County staff have been negotiating with the City of Oregon City and they have reached this agreement for the transfer for an approximately 2,112 foot long section of S Caufield Road.

RECOMMENDATION:

Staff respectfully requests that the Board approve the attached IGA between Clackamas County and the City of Oregon City related to the transfer of jurisdiction of S Caufield Road.

Respectfully submitted,

Dan Johnson

Dan Johnson
Director of Transportation & Development

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF OREGON CITY
AND CLACKAMAS COUNTY RELATED TO THE TRANSFER OF A PORTION OF
SOUTH CAUFIELD ROAD**

This agreement (the “Agreement”) is made on the date all required signatures have been obtained, between the City of Oregon City (“CITY”), a municipal corporation of the State of Oregon, and Clackamas County (“COUNTY”), a political subdivision of the State of Oregon, pursuant to ORS Chapter 190 (Intergovernmental Cooperation), collectively referred to as the “PARTIES” and each a “PARTY.”

RECITALS

WHEREAS, ORS Chapter 190 authorizes local governments to enter into intergovernmental agreements for the performance of any or all functions and activities that a local government, its officers or agencies, have the authority to perform;

WHEREAS, the portion of S. Caufield Rd. located entirely within the boundaries of the City is a County Road, as defined in ORS 368.001 (“Caufield Rd.”);

WHEREAS, Caufield Rd. is described in Exhibit “A” and depicted in Exhibit “B,” all of the exhibit of which are attached hereto and incorporated herein;

WHEREAS, the Parties agree that the City is best suited to assume primary responsibility for maintenance and permitting of Caufield Rd.;

WHEREAS, ORS 373.270 provides a procedure whereby a county may transfer jurisdiction over any county roads within a city to the City, and the Parties desire to pursue a transfer of jurisdiction of Caufield Rd. pursuant to the terms of this Agreement; and

WHEREAS, the Parties acknowledge that Caufield Rd. should be improved, or the City should be compensated, consistent with the terms of this Agreement at, or prior to, the completion of the full transfer pursuant to ORS 373.270.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Term.** This Agreement shall be effective upon execution and shall expire automatically at the time the City assumes jurisdiction of Caufield Rd. pursuant to ORS 373.270.
2. **City Responsibilities.**
 - A. The City shall give notice and shall carry out those procedures set forth in ORS 373.270 to determine whether it is necessary, expedient or for the best interests of the City to assume jurisdiction over Caufield Rd.

- B. The City agrees to assume full and absolute jurisdiction over Caufield Rd. in the event the governing body of the City and the governing body of the County both determine that it is necessary, expedient or for the best interests of their respective jurisdictions to complete the transfers described herein.

3. **County Responsibilities.**

- A. After the City has initiated the process to transfer jurisdiction of Caufield Rd., the County shall carry out those procedures set forth in ORS 373.270 for purposes of finalizing the transfer. The County shall not unreasonably delay or withhold its consent to the transfer of Caufield Rd. and shall complete the process to finalize the transfer within 120 days from the date that the City concludes its hearing and decision on the matter. This obligation shall terminate in the event the governing body of the City fails to find that it is necessary, expedient or for the best interests of the City to surrender jurisdiction over Caufield Rd.
- B. In the event the governing body of the City and the governing body of the County both determine that it is necessary, expedient or for the best interests of their respective jurisdictions to complete the transfers described herein, the County shall provide to the City the sum of \$94,845, which is equivalent to the costs associated with installing 5 ADA-compliant sidewalk ramps and a 2-inch asphalt overlay on the portion of Caufield Rd. identified in the exhibits attached to this Agreement. The sum of \$94,845 identified in this paragraph shall be payable to the City within 30 days of the date that full and absolute jurisdiction over Caufield Rd. is surrendered to the City.

4. **Termination.**

- A. The County and the City, by mutual written agreement, may terminate this Agreement at any time.
- B. Either the County or the City may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the City shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. Nothing herein shall prevent the Parties from meeting to mutually discuss the Project. Each Party shall use best efforts to coordinate with the other to minimize conflicts.

- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

5. **Indemnification.**

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.
- B. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City has a right to control.

6. **General Provisions**

- A. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- B. **Applicable Law.** The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** The Parties acknowledge and agree that each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.

- E. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- J. **No Third-Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the County or the City.
- K. **No Assignment.** No Party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties.
- L. **Counterparts.** This Agreement may be executed in any number of counterparts (electronic, facsimile or otherwise) all of which when taken together shall constitute one

agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

M. **Authority.** Each Party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.

N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

CLACKAMAS COUNTY



Chair

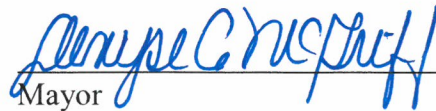
05/04/2023

Date



Recording Secretary

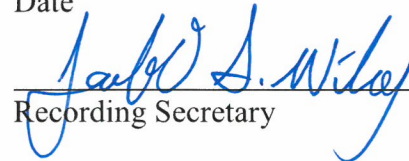
CITY OF OREGON CITY



Mayor

MAR 15 2023

Date



Recording Secretary

Exhibit "A"

S. Caufield Road Transfer of Jurisdiction

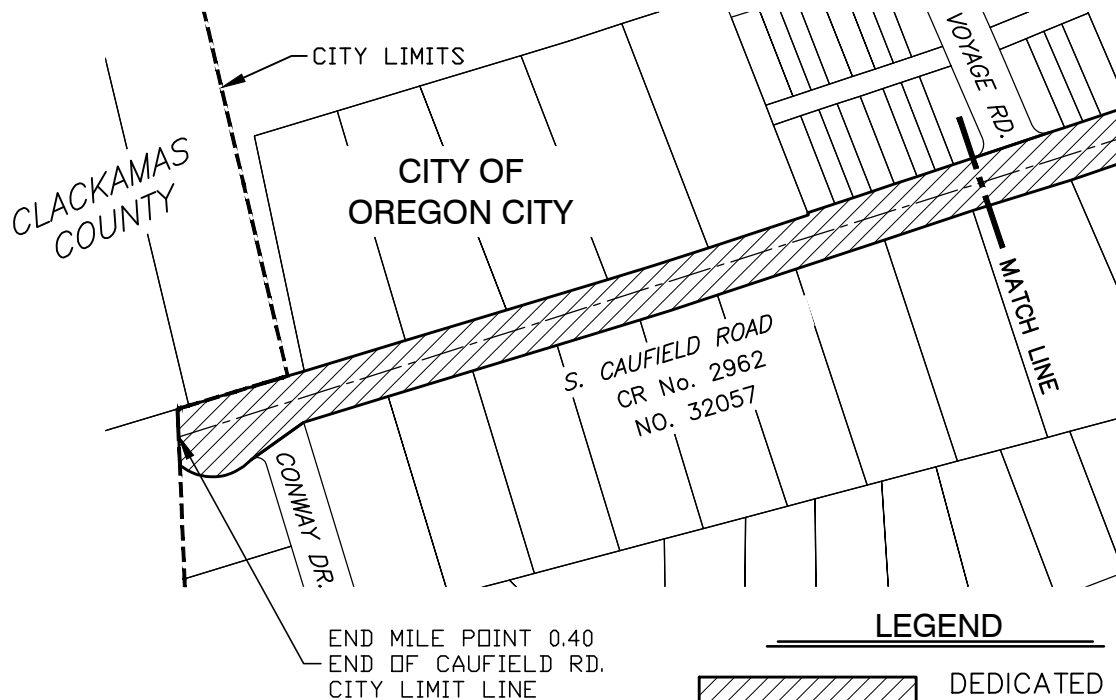
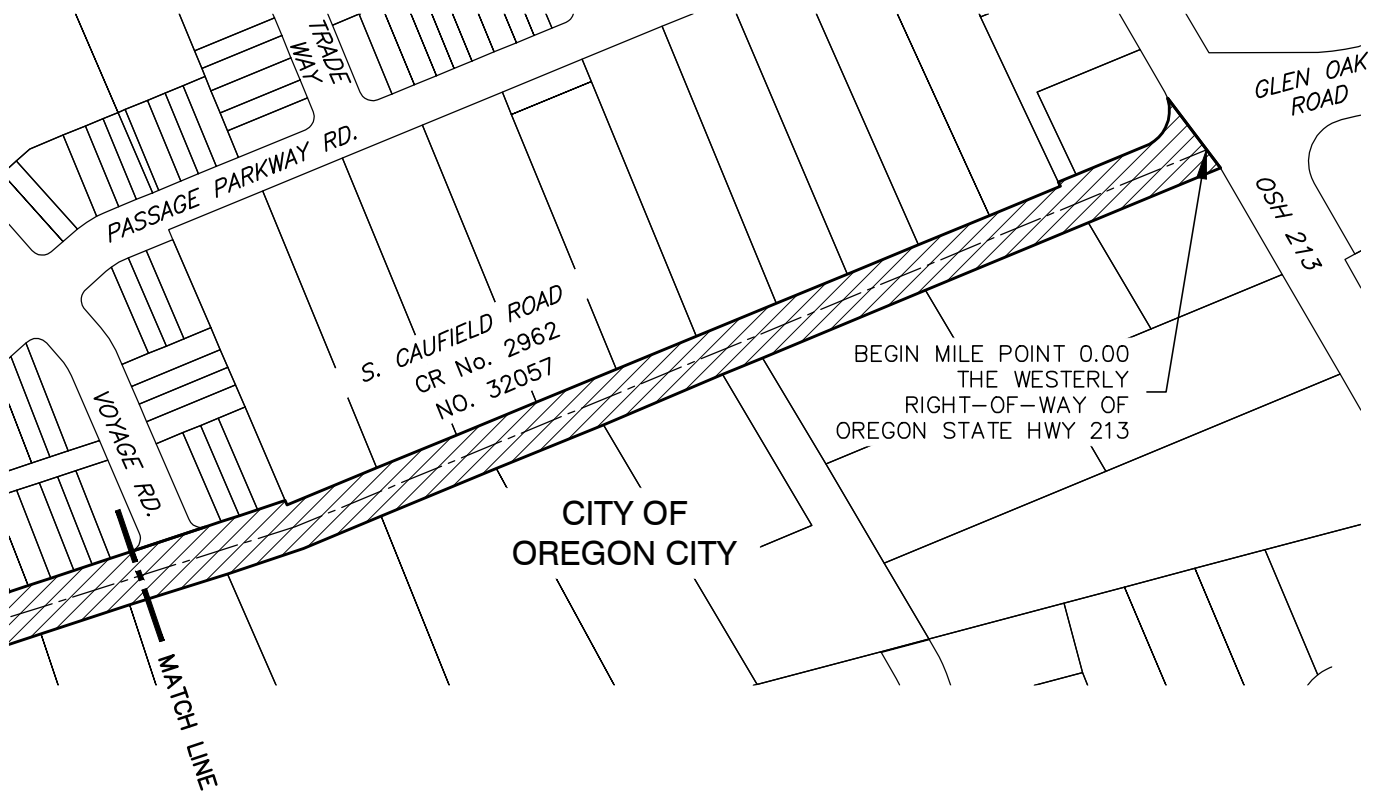
Clackamas County to City of Oregon City

Description

All of S. Caufield Road, County Road No. 2962, Department of Transportation and Development maintenance No. 32057; Situated in the NW 1/4 of Section 16 and the SW 1/4 of Section 17, T. 3 S., R. 2 E., W.M. as shown in Exhibit "B", attached hereto, lying West of the Westerly Right-of-Way of Oregon State Hwy. 213, (mile point 0.00) and the end of S. Caufield Road, also being the Westerly boundary of the City of Oregon City (mile point 0.40), being approximately 2,112 feet long.

Contains 105,790 square feet, more or less.

EXHIBIT "B"



1"=200'

--- MATCH LINE

LEGEND

DEDICATED AREA
105,790 Sq. Ft.

LOCATED IN THE NW 1/4 OF SECTION 16
& THE NE 1/4 OF SECTION 17, T. 3 S., R. 2 E., W.M.
CLACKAMAS COUNTY, OREGON

DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

BY: R. MAXWELL DATE: 1/20/2023

JURISDICTIONAL TRANSFER
S. CAUFIELD ROAD
COUNTY ROAD NO. 2962

SHEET

1 OF 1



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

June 29, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Board Order Offering to Transfer Jurisdiction from
Clackamas County to the City of Oregon City for all of S Caufield Road (County Road #2962.
DTD #32057). Total Value \$98,845. Funding through Community Road Fund.
No General Funds are involved.

Previous Board Action/Review	5/02/2023: Request for consent 5/04/2023: Approval of Intergovernmental Agreement		
Performance Clackamas	1. Build trust with good government		
Counsel Review	Yes	Procurement Review	No
Contact Person	Rick Maxwell	Contact Phone	503-742-4671

EXECUTIVE SUMMARY:

There are certain County roads, such as S Caufield Road in Oregon City, that are wholly, mostly, or partially within various Cities throughout Clackamas County. Fragmented jurisdiction over these roads often results in differing road maintenance activities and confusion by the public as to which agency is responsible for the operation and maintenance of the roads.

Clackamas County and the City of Oregon City have agreed to the transfer of S Caufield Road with the intent of streamlining planned roadway improvements, eliminating confusion to the public, and improving the efficiencies of maintenance and public service. S Caufield Road is located entirely within the city of Oregon City limits.

The County and the City of Oregon City have an agreement to provide funds to the City of Oregon City in the amount of \$98,845, which is equal to the cost of a 2" asphalt overlay and

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rebuilding or installing five (5) curb ramps to meet ADA requirements, in exchange for the City assuming exclusive jurisdiction over S Caufield Road, containing approximately 105,790 square feet of Right-of-Way. By accepting jurisdiction over S Caufield Road the City becomes the "Road Authority" responsible for all maintenance, improvements, permitting, and road standard activities.

RECOMMENDATION:

Staff respectfully requests that the Board approve this Board Order related to the transfer of jurisdiction of S Caufield Road to the city of Oregon City.

Respectfully submitted,

Dan Johnson

Dan Johnson
Director of Transportation & Development

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the matter of transferring to the
City of Oregon City, jurisdiction over
S Caufield Road County No. 2962
DTD No. 32057



Board Order No. _____
Page 1 of 2

This matter coming before the Board of County Commissioners as a result of the County initiating action pursuant to ORS 373.270(5) to surrender jurisdiction of a county road within the boundary of the City of Oregon City, and the preceding negotiation between the City of Oregon City and Clackamas County Department of Transportation and Development to transfer the following road, as more particularly described in Exhibit A, and as depicted in Exhibit B, both of which are attached hereto and incorporated herein:

<u>Road Name</u>	<u>CR #</u>	<u>DTD #</u>	<u>From</u>	<u>To</u>	<u>Square Feet</u>
S Caufield Road	2962	32057	MP 0.00	MP 0.40	105,790

It further appearing to the Board that said transfer of jurisdiction has been recommended by Dan Johnson, Director of the Department of Transportation and Development; and,

It further appearing to the Board that pursuant to ORS 373.270, notice of the hearing on this matter was provided by publication in the Lake Oswego Review on 05/31/23,06/07/23,06/14/23,06/21/23; now therefore,

IT IS HEREBY ORDERED that Clackamas County offers to surrender jurisdiction of S Caufield Road described above to the City of Oregon City such that full and absolute jurisdiction of said roadways for all purposes of repair, construction, improvement and the levying and collection of assessments, therefore, be transferred to the City of Oregon City and shall vest as of the date the City of Oregon City accepts, by appropriate municipal legislation, the County's offer to surrender jurisdiction; and,

IT IS FURTHER ORDERED that this offer shall be withdrawn unless it is accepted by the City of Oregon City within one year of the date of this order; and,

IT IS FURTHER ORDERED that, upon acceptance by the City of Oregon City of the County's offer to surrender jurisdiction pursuant to ORS 373.270(5), the portion of roadway described herein, 105,790 square feet, more or less, be removed from the County's Road Inventory; and,

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the matter of transferring to the
City of Oregon City, jurisdiction over
S Caufield Road County No. 2962
DTD No. 32057



Board Order No. _____

Page 2 of 2

IT IS FURTHER ORDERED that
copies of this Order be submitted to the Clackamas County Clerk's office for recording
and that copies be subsequently sent without charge to the Clackamas County Surveyor,
Tax Assessor, Finance/Fixed Asset Offices, and DTD Engineering.

ADOPTED this _____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

Exhibit "A"

S. Caufield Road Transfer of Jurisdiction

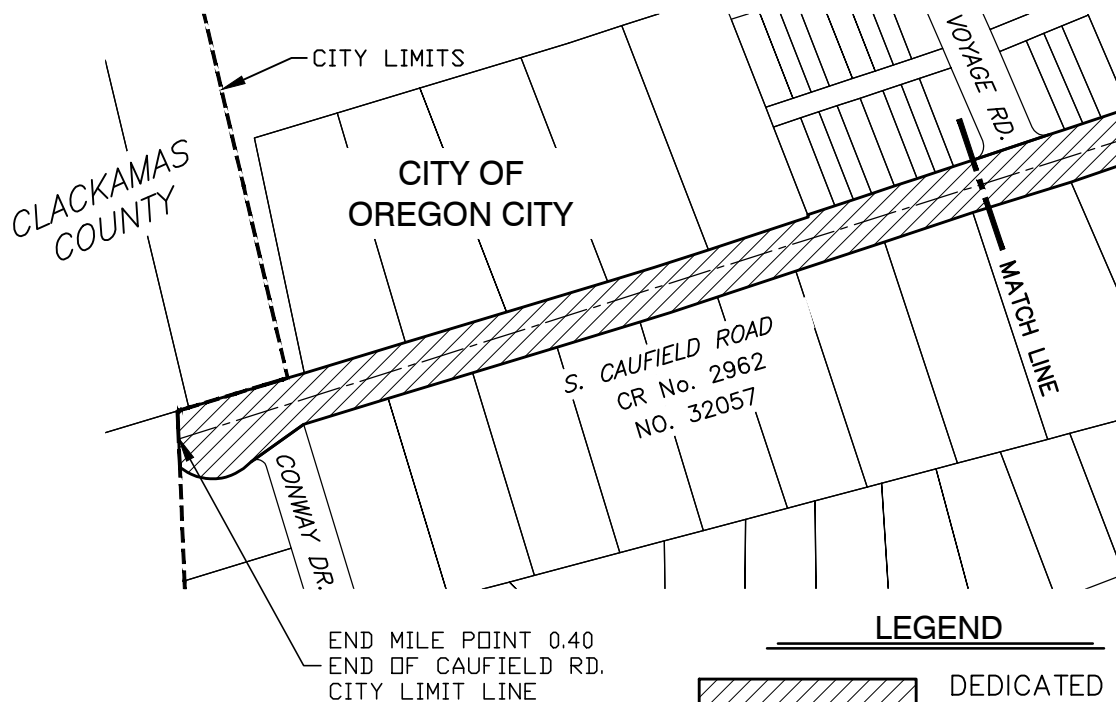
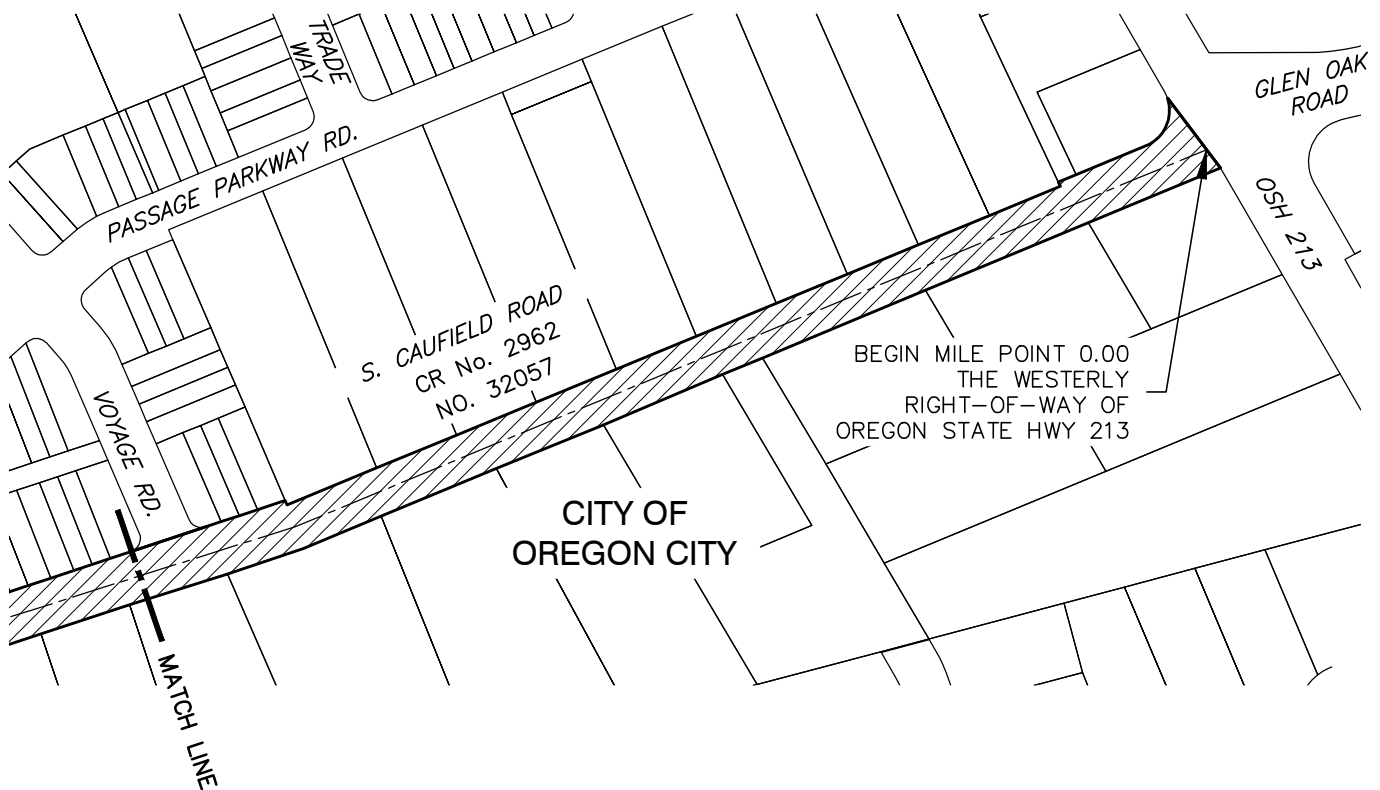
Clackamas County to City of Oregon City

Description

All of S. Caufield Road, County Road No. 2962, Department of Transportation and Development maintenance No. 32057; Situated in the NW 1/4 of Section 16 and the SW 1/4 of Section 17, T. 3 S., R. 2 E., W.M. as shown in Exhibit "B", attached hereto, lying West of the Westerly Right-of-Way of Oregon State Hwy. 213, (mile point 0.00) and the end of S. Caufield Road, also being the Westerly boundary of the City of Oregon City (mile point 0.40), being approximately 2,112 feet long.

Contains 105,790 square feet, more or less.

EXHIBIT "B"



1' = 200'

--- MATCH LINE

LEGEND

DEDICATED AREA
105,790 Sq. Ft.

LOCATED IN THE NW 1/4 OF SECTION 16
& THE NE 1/4 OF SECTION 17, T. 3 S., R. 2 E., W.M.
CLACKAMAS COUNTY, OREGON

DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

BY: R. MAXWELL DATE: 1/20/2023

JURISDICTIONAL TRANSFER
S. CAUFIELD ROAD
COUNTY ROAD NO. 2962

SHEET

1 OF 1



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: Public Works Director John M. Lewis, PE

Agenda Date: 07/19/2023

SUBJECT:

Personal Services Agreement with RH2 Engineering, Inc. for the Magnolia Street Sewer Replacement Project (CI 23-010)

STAFF RECOMMENDATION:

Award the contract and authorize the City Manager to execute the Contract Agreement with RH2 Engineering, Inc. in the amount of \$88,612 for design services, preparation of bid documents, and construction services for the Magnolia Street Sewer Replacement Project (CI 23-010).

EXECUTIVE SUMMARY:

The project will replace the existing high pressure pumped sanitary sewer between Mt Hood Street and Cascade Street with a gravity flow system.

BACKGROUND:

The city has identified a portion of existing sanitary sewer force main that has been experiencing operational and maintenance issues. The sewer line located in Magnolia Street between Mt Hood Street and Cascade Street is a high pressure pumped system that serves 3 residences and is currently pumped up to Mount Hood Street. Each of the residences have a private pumped connection to that sewer line. In the past decade, crews have had to repair breaks in the line on 4 separate occasions. This project will install one new manhole, approximately 280 feet of 8-inch mainline pipe and three new laterals to the backside of the curb. The new sewer line will be a gravity sewer line that will flow downhill to Cascade Avenue.

The attached scope of work (Exhibit A) outlines the detail by which the project will move forward through the design process, solicitation of bids, and construction phase.

The project design will occur through the end of the summer, bidding will occur in the fall and construction is anticipated to be completed by the end of 2023.

RH2 Engineering, Inc. is a consultant on the City's utility infrastructure improvements shortlist to prepare bid documents for capital improvement projects.

OPTIONS:

1. Authorize the City Manager to execute the Agreement.
2. Authorize the City Manager to execute the Agreement with specific modifications.
3. Deny the Agreement. If the Commission chooses to deny the Agreement, staff requests direction on how to proceed.

BUDGET IMPACT:

Amount: \$88,612

FY(s): 2024

Funding Source(s): Sanitary Sewer Fund

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

MAGNOLIA STREET SEWER REPLACEMENT (CI 23-010)

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **RH2 ENGINEERING, INC** ("Consultant").

RECITALS

A. City requires services that Consultant is capable of providing under the terms and conditions hereinafter described.

B. Consultant is able and prepared to provide such services as City requires under the terms and conditions hereinafter described.

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from the date the contract is fully executed until **June 30, 2024**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. Compensation. City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **eighty-eight thousand, six hundred twelve dollars (\$88,612.00)**.

3. Scope of Services. Consultant's services under this Agreement shall consist of services as detailed in Exhibit A, attached hereto and by this reference incorporated herein.

4. Standard Conditions. This Agreement shall include all of the standard conditions as detailed in Exhibit B, attached hereto and by this reference incorporated herein.

5. Schedule. The components of the project described in the Scope of Services shall be completed according to Term, above.

6. Integration. This Agreement, along with the description of services to be performed attached as Exhibit A and the Standard Conditions to Oregon City Personal Services Agreement attached as Exhibit B, contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

7. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, by hand delivery or by electronic means. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

To the City:

City of Oregon City
13895 Fir Street
Oregon City, OR 97045
Attention: John M. Lewis

To Consultant:

RH2 Engineering, Inc
5335 Meadows Road, Suite 420
Lake Oswego, OR 97035
Attention: Kyle Pettibone

Consultant shall be responsible for providing the City with a current address. Either party may change the address set forth in this Agreement by providing notice to the other party in the manner set forth above.

8. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this _____ day of _____, 20____.

CITY OF OREGON CITY

RH2 ENGINEERING, INC

By: _____

John M. Lewis, P.E.

Title: Public Works Director

DATED: _____, 20____.

By: _____

Name: _____

Title: _____

By: _____

Anthony J. Konkol III

Title: City Manager

DATED: _____, 20____.

DATED: _____, 20____.

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

DATE: _____

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____

City Attorney

P:\PublicWorks\CIP_PS_RFQ_RFP\CIP_Open\CI 23-010 Magnolia Street Sewer Replacement\CONSULTANT\Contract\PSA Magnolia Street Sewer.docx

EXHIBIT A
Scope of Work
City of Oregon City
Magnolia Street Sewer Replacement
Project No. CI 23-010
June 2023

BACKGROUND

The City of Oregon City (City) has been experiencing operational and maintenance issues related to an existing sanitary sewer force main that has failed and been repaired several times. The force main was constructed within the City right-of-way (ROW) along Magnolia Street between Cascade Street and Mount Hood Street. The force main serves three properties (716, 720, and 724 Magnolia Street) and each property has a private pumped connection into the force main. The force main runs approximately 260 linear feet (lf) from its low end adjacent to 716 Magnolia Street up to the intersection with Mount Hood Street, where it is discharged into a manhole and the City's sanitary sewer collection system. The City has requested that RH2 Engineering, Inc., (RH2) provide engineering services for the design, services during procurement, and services during construction for the installation of a new replacement gravity sewer that would collect wastewater from the properties and flow downhill to an existing manhole at the intersection with Cascade Avenue. The project includes design and construction of the following items:

- Approximately 300 lf of 8-inch polyvinyl chloride 3034 DR 35 sanitary sewer main.
- One (1) 48-inch diameter manhole on the upstream end of the proposed sewer.
- One (1) connection to an existing manhole.
- Three (3) service laterals and connections at the public ROW boundary.

This Scope of Work has been prepared based on discussions between RH2 and City staff.

Project Understanding and Assumptions

The following outlines RH2's understanding of the City's responsibilities and the overall project goals and requirements. Assumptions used in preparing this Scope of Work also are identified, as appropriate.

The City will be responsible for the following:

- Provide a project manager who is responsible for overall project management and will provide coordination between RH2 and the City.
- Establish the work scope and design parameters for the project, including related standards.
- Provide RH2 copies of all available, relevant City utility as-built plans, topographical maps, reports, and studies pertinent to the project.

- Provide RH2 with GIS technical support, including a base map based upon coordinate geometry with aerial photography and topographic contours.
- Provide RH2 with the City's standard drafting frame, title block, and a drafting standards manual.
- Provide RH2 with Microsoft Word copies of the City's standard construction specifications, details, and front-end bidding document sections.
- Provide timely review and comment on all reports, drawings, and specifications submitted by RH2 to the City for review and approval.
- Coordinate and submit applications for any required permits. *RH2 may be requested to contribute project information for such applications as described in this Scope of Work.*
- Maintain records and process consultant invoices.
- Provide legal review of all construction contracts, bid forms, and real property.
- Provide notifications as necessary to the public and residences regarding the nature and timing of the work to be completed, including sewer service shut-down notices.
- Manage the procurement process for construction. *RH2 will assist in preparing replies to questions from potential contractors as described in this Scope of Work.*

In preparing this Scope of Work, the following assumptions were made:

- *It is anticipated that all improvements will be constructed within the developed ROW or through existing easements.*
- *It is assumed that the private lift stations for each lot will remain in place and will be connected to the new gravity sewer laterals at the public ROW location.*
- *It is anticipated that trench restoration requirements associated with the sewer main project will be a standard T-cut per City Pavement Cut Standards for local streets.*
- *Project meetings will be approximately one (1) to two (2) hours in duration and will be held through a virtual meeting platform.*
- *RH2 will rely on the accuracy and completeness of any data, information, or materials generated or provided by the City or others in relation to the work.*
- *RH2 will not be responsible for site safety or for directing the contractor in their work.*
- *The City will manage public outreach to the residences in the neighborhood.*
- *It is assumed that the construction cost will be less than \$150,000 and therefore would fall within the limits for an Intermediate Procurement process. It is assumed the City will solicit competitive quotes for procurement of a construction contract.*
- *Project documents will be in electronic format to the extent possible, including PDF and/or Microsoft Word formats, unless noted otherwise.*

Task 1 – Project Management

Objective: Provide coordination of the RH2 project team, including regular communication with City staff, periodic progress reporting, monthly billing, and updates on project scope, schedule, and budget.

Approach:

- 1.1 Provide Project Administration and Reporting: Provide project management services during design, procurement, and construction contract administration, including staff scheduling, recordkeeping and filing, and project invoicing. Provide monthly billing invoices, including a detailed breakdown of staff hours billed by task. Include a summary of expenditures, percentage complete by task, and budget remaining per task. Prepare the overall project schedule, including RH2 staff, subconsultants, and other resources. Coordinate with the City's project manager regularly to discuss project and task status.
- 1.2 Attend Project Kick-Off Meeting: Prepare for and attend project kick-off meeting. The project kick-off meeting will be a meeting with City staff and will focus on initial design and sewer main layout to prepare the 50-percent design. Prepare meeting agenda and minutes.

RH2 Deliverables:

- Monthly invoices.
- Project schedule.
- Meeting agendas and minutes.

Task 2 – Topographical Survey and Geotechnical Investigation

Objective: Obtain and review background information relevant to the design. Coordinate with a professional land surveyor to perform topographic survey and prepare a base map of the project area, prepare Pre-Construction Record of Survey, and prepare Post-Construction Record of Survey. Conduct geologic investigations, including soil borings, and prepare a technical memorandum describing anticipated conditions to support the design and construction.

Approach:

- 2.1 Perform Topographic Site Survey and Prepare Base Map: Coordinate with a professional land surveyor, Compass Land Surveyors, Inc., (Compass), as a subconsultant to RH2, to perform topographical survey of surface features, monumentation, marked utilities, property lines, and ROW lines of the proposed alignment. Coordinate with Compass and respond to questions. Review and format survey data for design use. Obtain and review as-built drawings and perform one (1) site visit to compare survey information with field conditions. Update plans based on site visit. *Compass will provide Right-of-Entry Notification by first class mail to property owners whose property may need to be accessed for purposes of conducting field survey work. Compass will coordinate with Oregon Utility Notification Center to have utility locates painted on the ground prior to survey and geotechnical investigation.*

- 2.2 Prepare Pre-Construction Record of Survey: Coordinate with Compass to prepare and file a Pre-Construction Record of Survey, with the Clackamas County Surveyor's office, showing all monuments of record found along the project corridor, which may be subject to disturbance by the proposed construction improvements.
- 2.3 Prepare Post-Construction Record of Survey: Coordinate with Compass to prepare and file a Post-Construction Record of Survey, if needed, with the Clackamas County Surveyor's office, showing all monuments of record found along the project corridor, which were disturbed or destroyed by construction activities. *Following the completion of construction, Compass will dispatch a field technician to the site to determine if any original monuments have been disturbed as identified during Pre-Construction Record of Survey preparation. At the completion of this inspection, Compass will issue a results letter indicating that no monuments have been disturbed, or, in the event that monuments have been disturbed, prepare and file a subsequent Post-Construction Record of Survey.*
- 2.4 Perform Engineering Geology Investigation and Reporting: Perform a review of existing geologic data that is readily available either online and/or from previous reports, and advise the design team of specific areas needing field exploration. Perform field reconnaissance of proposed alignment to observe visible indicators of geologic issues or concerns and specifically address issues related to shallow bedrock and boulders. Coordinate with the City to obtain permits for field work and locate subsurface utilities via Oregon Utility Notification Center. Contract and coordinate with a geotechnical drilling subcontractor to conduct approximately six (6) geoprobe explorations at approximately 50-foot intervals along the alignment to identify the top of bedrock along the proposed sanitary sewer alignment. Coordinate with the City and traffic control subcontractor to prepare any necessary traffic control plans and to perform flagging during field work. Observe field exploration and prepare a brief technical memorandum summarizing field observations and probing results. Coordinate with the RH2 design team and City to incorporate findings/recommendations into design.

Assumptions:

- *Work associated with geoprobe exploration is expected to require approximately one (1) day of field work and will require traffic control.*
- *Traffic control services will be provided by a subcontractor to RH2.*

Provided by City:

- Existing as-builts for subsurface utilities in electronic format (PDF).

RH2 Deliverables:

- Topographical survey and base maps for project area (DWG and PDF).
- Pre-Construction Record of Survey.
- Post-Construction Record of Survey.
- Technical memorandum summarizing field observations.

Task 3 – Utility Coordination

Objective: Perform utility coordination work related to the following franchise and private utilities: power, communications, gas, cable television, and other private utilities that may be present within the project limits. Confirm utility owners within the project limits and assist utility owners with identifying and addressing potential utility conflicts.

Approach:

- 3.1 Coordinate with Utility Owners and Distribute Project Information Letter: Identify utility contacts and prepare and distribute a project information letter to the involved utility companies to explain the nature of the work and anticipated project schedule. Maintain record of correspondence with utility companies.
- 3.2 Identify Potential Utility Conflicts and Coordinate Utility Potholing: Coordinate with City and utility owners to help identify potential utility conflicts relevant to the preparation of the 50-percent design drawings. Prepare and distribute a notice of potential utility conflict letter and preliminary design drawings, and coordinate with utility owner to obtain pothole information.
- 3.3 Coordinate with Utility Owners Regarding Conflicts: Prepare and distribute a notice of utility conflict and 90-percent design plans to impacted utility owners. Coordinate and assist utility owners with addressing potential conflicts by either relocation, adjustments, or protection of the existing utility. Notify utility owners of time schedule for utility relocations or adjustments.
- 3.4 Notify Utility Owners of Construction: Prepare and distribute a construction information letter to the involved utility owners.

Assumptions:

- *It is anticipated that the majority of potential utility conflicts can be avoided with reasonable and timely cooperation from the impacted utility owners. Affected utilities will be responsible for potholing their facilities, as requested, to assist in developing designs that avoid their facilities to the extent practical, and will be responsible for developing their relocation designs to accommodate the project.*
- *City utilities include water, sanitary sewer, and storm sewer facilities. It is assumed the City will locate its utilities by potholing or other means as deemed necessary to resolve conflicts in the construction of the project.*

RH2 Deliverables:

- Utility contact list and record of correspondence with utility owners.
- Project information letter(s) upon project initiation sent to each utility owner via the United States Postal Service (USPS) and email.
- Notice of potential utility conflict letter(s) sent via USPS to each affected utility owner, and letter(s) with preliminary project drawings and detailed redlines of potential conflict locations sent via email to each affected utility owner.

- Notice of utility relocation letter(s) sent via USPS to each affected utility owner, and letter(s) with 90-percent project plans and utility relocation and time schedule requirements sent via email to each affected utility owner.
- Project construction information letter(s) upon awarding the construction project sent to each utility owner via USPS and email.

Task 4 – 50-Percent Design

Objective: Prepare preliminary plans and an Engineer’s opinion of probable construction cost (OPCC) for the proposed sanitary sewer improvements.

Approach:

- 4.1 Prepare 50-Percent Design: Prepare preliminary design plans with horizontal and vertical alignment detail of the sanitary sewer improvements and an OPCC based on the 50-percent design level for City review. Manhole invert elevations and other significant details will be included.
- 4.2 Attend 50-Percent Review Meeting: Provide and present 50-percent design, including preliminary plan/profile sheets, and OPCC for the City’s review and comment. Attend one (1) review meeting with City staff and prepare meeting agenda and minutes.

Assumptions:

- *The City will provide review comments as written summary or as redline markups to the plans based on the 50-percent plan review meeting.*

RH2 Deliverables:

- Preliminary plan and profile sheets at 1-inch equals 20 feet horizontal scale and 1-inch equals 5 feet vertical scale.
- Preliminary OPCC based on 50-percent design.
- Meeting agenda and minutes for the 50-percent review meeting.

Task 5 – 90-Percent Design

Objective: Develop 90-percent plan sheets, technical specifications, bid documents, and update OPCC for the proposed improvements.

Approach:

- 5.1 Prepare 90-Percent Plans and Specifications: Incorporate the City’s 50-percent review comments and prepare 90-percent design plans. The plans will include the final plan/profile sheets, trench, bedding materials, backfill, compaction, and surface restoration along with other supporting details and requirements for construction, testing, and permitting. Prepare construction contract documents to the 90-percent level, including both technical and non-technical construction contract requirements, general conditions, and special requirements. Prepare 90-percent OPCC for the proposed improvements.

- 5.2 Perform Quality Control Review: Perform internal quality assurance and quality control (QA/QC) review of the 90-percent plans and specifications.
- 5.3 Attend 90-Percent Review Meeting: Provide and present 90-percent design including plans, specifications, OPCC, and updated project schedule for the City's review and comment. Attend one (1) review meeting with City staff and prepare meeting agenda and minutes.

Assumptions:

- *The construction contractor will be responsible for preparing the final traffic control and erosion control plans in accordance with City requirements.*
- *Non-technical front-end specifications will be prepared using the City's most recent standard forms. Technical specifications will be in Oregon Department of Transportation/American Public Works Association most recent format.*
- *The City will provide review comments as written summary or as redline markups to the plans based on the 90-percent review meeting.*

Provided by City:

- Current special provision, bid and contract forms in electronic format (Microsoft Word).

RH2 Deliverables:

- 90-percent plans and construction contract documents, including front-end documents and technical specifications.
- OPCC based on 90-percent design.
- Meeting agenda and minutes for the 90-percent review meeting.

Task 6 – Bid-Ready Design

Objective: Develop bid-ready plan sheets, technical specifications, and bid documents for the proposed improvements.

Approach:

- 6.1 Prepare Bid-Ready Plans and Specifications: Incorporate QA/QC and City's 90-percent review comments and prepare plans and specifications for procurement and construction. Provide one (1) hard copy of the bid-ready documents for use in reproduction of contract documents.

RH2 Deliverables:

- Bid-ready construction contract documents, including front-end documents, technical specifications, plans, standard drawings, and OPCC (PDF, Word, Excel, and AutoCAD formats).
- One (1) hard copy set of bid-ready construction contract documents with half-size (11-inch by 17-inch) plan sheets.

Task 7 – Services During Procurement

Objective: Provide procurement assistance, as requested by the City, to respond to questions, prepare addendum, perform evaluations, and recommend award for the project.

Approach:

- 7.1 Respond to Questions and Prepare Addendum: Respond to questions from contractors as requested by the City. Assist the City in preparing an addendum if determined necessary by the City and RH2 during the procurement process.
- 7.2 Assist with Statements of Qualifications Review: Assist with review of contractor qualifications as requested by the City. Provide a letter of recommendation for award.

Assumptions:

- *Up to one (1) addendum may be needed.*
- *No special prequalification will be required of contractors.*
- *The City will take the lead in the procurement process.*

RH2 Deliverables:

- Up to one (1) addendum.
- Letter of recommendation for award.

Task 8 – Services During Construction

Objective: Provide limited construction contract administration services during project construction to support the City. *As the engineer of record, RH2 will provide periodic observation of the construction to review whether those elements of construction that are observed by RH2 conform to the project plans and specifications.*

Approach:

- 8.1 Attend Pre-Construction Conference: Prepare for and attend the pre-construction conference with the contractor and City. Prepare an agenda and meeting minutes for the pre-construction conference.
- 8.2 Review Clarifications and Change Orders: Review written requests for information (RFIs) and change order proposals and provide written responses to the City.
- 8.3 Review Submittals: Review contractor submittals, shop drawings, requests for payment, and field testing per the project documents. Coordinate with the City regarding substitute and “or-equal” items proposed for use by the contractor.
- 8.4 Perform Periodic Field Observations, Construction Meetings, and Final Walkthrough: Provide part-time observation of the construction work in progress per the plans, specifications, and City standards. Provide construction observation reports for each site visit at weekly progress meetings. Coordinate with the contractor and City inspectors to provide construction observation at critical stages of construction and as requested by the City. Meet with the City

and contractor weekly to review contractor's progress. Assist the City with project closeout services, including final walkthrough, production of punchlist, and review of punchlist completion. Prepare recommendation for project acceptance.

- 8.5 Prepare Record Drawings: Provide record drawings representative of the as-constructed project. Record drawings will be completed based upon contractor's redlined markups, RH2, and City inspectors redlined markups to as-bid drawings. *Special inspections will be completed by the contractor.* Record drawings will be completed per City standards.

Assumptions:

- *RH2 will provide limited construction contract administration and observations, including periodic site visits to monitor progress, respond to questions and address issues, confirm pay requests, and other on-call requests from the City. An average of twenty (20) hours per week for three (3) weeks of construction has been assumed for field visits and observations.*
- *Submittal review is assumed to be seven (7) submittals, including resubmittals.*
- *The contractor will be responsible for providing construction survey and staking for field control and as-built surveying for use in preparing as-built drawings.*
- *The contractor will retain and coordinate with testing firm(s) for all special inspections.*
- *The City will coordinate directly with the contractor for testing and connections.*
- *Construction phase services defined in this Task are variable in nature and depend in part on the contractor awarded the project. RH2's estimate is based upon an experienced and reasonable contractor being awarded the construction contract, a reasonable construction schedule, and no unanticipated construction issues. RH2 recommends the City budget the amount shown in the Fee Estimate plus a contingency amount. The contingency would cover additional services if a more intensive level of observation and construction support is necessary.*

RH2 Deliverables:

- Pre-construction conference administration and documentation, including pre-construction conference meeting agenda and minutes.
- RFI and change orders review and documentation, if requested.
- Submittal and shop drawings review and documentation.
- Review and recommendation of contractor requests for payment.
- Weekly construction meeting agenda and minutes.
- Part-time construction observation and correspondence with the City and contractor, as requested, within the budgeted hours authorized. Construction observation reports.
- Punchlist following final walkthrough.
- Letter recommending substantial completion and project acceptance.

- Record drawings in PDF and AutoCAD DWG format, including external references, prepared in accordance with City standards.

Project Schedule

RH2 can proceed with engineering services upon written authorization from the City. *For scheduling purposes, it is assumed that design work will begin in August 2023 and procurement will occur in November 2023. This schedule is subject to change as the project progresses.*

EXHIBIT B**Fee Estimate****City of Oregon City****Magnolia Street Sewer Replacement****Jun-23**

Description		Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Task 1	Project Management	12	\$ 2,717	\$ -	\$ 68	\$ 2,785
1.1	Provide Project Administration and Reporting	9	\$ 2,036	\$ -	\$ 51	\$ 2,087
1.2	Attend Project Kickoff Meeting	3	\$ 681	\$ -	\$ 17	\$ 698
Task 2	Topographical Survey and Geotechnical Investigation	31	\$ 6,845	\$ 25,565	\$ 430	\$ 32,840
2.1	Perform Topographic Site Survey and Prepare Base Map	10	\$ 1,764	\$ 9,798	\$ 201	\$ 11,763
2.2	Prepare Pre-Construction Record of Survey	2	\$ 464	\$ 4,060	\$ 12	\$ 4,535
2.3	Prepare Post-Construction Record of Survey	2	\$ 464	\$ 6,302	\$ 12	\$ 6,778
2.4	Perform Engineering Geology Investigation and Reporting	17	\$ 4,153	\$ 5,405	\$ 206	\$ 9,764
Task 3	Utility Coordination	27	\$ 4,577	\$ -	\$ 537	\$ 5,114
3.1	Coordinate with Utility Owners and Distribute Project Information Letter	7	\$ 1,137	\$ -	\$ 107	\$ 1,244
3.2	Identify Potential Conflicts and Coordinate Utility Potholing	8	\$ 1,442	\$ -	\$ 169	\$ 1,611
3.3	Coordinate with Utility Owners Regarding Conflicts	8	\$ 1,442	\$ -	\$ 169	\$ 1,611
3.4	Notify Utility Owners of Construction	4	\$ 556	\$ -	\$ 92	\$ 648
Task 4	50-Percent Design	50	\$ 8,984	\$ -	\$ 1,130	\$ 10,114
4.1	Prepare 50-Percent Design	48	\$ 8,520	\$ -	\$ 1,078	\$ 9,598
4.2	Attend 50-Percent Review Meeting	2	\$ 464	\$ -	\$ 52	\$ 516
Task 5	90-Percent Design	60	\$ 11,514	\$ -	\$ 1,133	\$ 12,647
5.1	Prepare 90-Percent Plans and Specifications	48	\$ 8,456	\$ -	\$ 1,056	\$ 9,512
5.2	Perform Quality Control Review	10	\$ 2,594	\$ -	\$ 65	\$ 2,659
5.3	Attend 90-Percent Review Meeting	2	\$ 464	\$ -	\$ 12	\$ 476
Task 6	Bid-Ready Design	20	\$ 3,528	\$ -	\$ 473	\$ 4,001
6.1	Prepare Bid-Ready Plans and Specifications	20	\$ 3,528	\$ -	\$ 473	\$ 4,001
Task 7	Services During Procurement	10	\$ 2,030	\$ -	\$ 106	\$ 2,136
7.1	Respond to Questions and Prepare Addendum	6	\$ 1,262	\$ -	\$ 59	\$ 1,321
7.2	Assist with Statements of Qualifications Review	4	\$ 768	\$ -	\$ 47	\$ 815
Subtotal Design and Procurement Tasks		210	\$ 40,195	\$ 25,565	\$ 3,877	\$ 69,636
Task 8	Services During Construction	96	\$ 16,352	\$ -	\$ 2,623	\$ 18,975
8.1	Attend Pre-Construction Conference	4	\$ 756	\$ -	\$ 151	\$ 907
8.2	Review Clarifications and Change Orders	12	\$ 2,156	\$ -	\$ 246	\$ 2,402
8.3	Review Submittals	12	\$ 2,156	\$ -	\$ 246	\$ 2,402
8.4	Perform Periodic Field Observations, Construction Meetings, and Final Walkthrough	60	\$ 9,884	\$ -	\$ 1,807	\$ 11,691
8.5	Prepare Record Drawings	8	\$ 1,400	\$ -	\$ 173	\$ 1,573
Subtotal Services During Construction Tasks		96	\$ 16,352	\$ -	\$ 2,623	\$ 18,975
PROJECT TOTAL		306	\$ 56,547	\$ 25,565	\$ 6,500	\$ 88,612

EXHIBIT C RH2 ENGINEERING, INC. 2023 SCHEDULE OF RATES AND CHARGES		
RATE LIST	RATE	UNIT
Professional I	\$161	\$/hr
Professional II	\$178	\$/hr
Professional III	\$198	\$/hr
Professional IV	\$217	\$/hr
Professional V	\$233	\$/hr
Professional VI	\$247	\$/hr
Professional VII	\$265	\$/hr
Professional VIII	\$278	\$/hr
Professional IX	\$278	\$/hr
Technician I	\$126	\$/hr
Technician II	\$137	\$/hr
Technician III	\$154	\$/hr
Technician IV	\$169	\$/hr
Technician V	\$184	\$/hr
Technician VI	\$203	\$/hr
Technician VII	\$220	\$/hr
Technician VIII	\$231	\$/hr
Administrative I	\$84	\$/hr
Administrative II	\$98	\$/hr
Administrative III	\$117	\$/hr
Administrative IV	\$137	\$/hr
Administrative V	\$158	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.6550	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT

Item 7b.

1. Consultant Identification. Consultant shall furnish to City its taxpayer identification number, as designated by the Internal Revenue Service, or Consultant's social security number, as City deems applicable.

2. Payment.

(a) Invoices submitted in connection with this Agreement shall be properly documented and shall identify the pertinent agreement and/or purchase order numbers.

(b) City agrees to pay Consultant within thirty (30) days after receipt of Consultant's itemized statement. Amounts disputed by City may be withheld pending settlement.

(c) City certifies that sufficient funds are available and authorized for expenditure to finance the cost of the services to be provided pursuant to this Agreement.

(d) City shall not pay any amount in excess of the compensation amounts set forth in this Agreement, nor shall City pay Consultant any fees or costs that City reasonably disputes.

3. Independent Consultant Status.

(a) Consultant is an independent consultant and is free from direction and control over the means and manner of providing labor or services, subject only to the specifications of the desired results.

(b) Consultant represents that it is customarily engaged in an independently established business and is licensed under ORS chapter 671 or 701, if the services provided require such a license. Consultant maintains a business location that is separate from the offices of the City and bears the risk of loss related to the business as demonstrated by the fixed price nature of the contract, requirement to fix defective work, warranties provided and indemnification and insurance provisions of this Agreement. Consultant provides services for two or more persons within a 12-month period or routinely engages in advertising, solicitation or other marketing efforts. Consultant makes a significant investment in the business by purchasing tools or equipment, premises or licenses, certificates or specialized training and

Consultant has the authority to hire or fire persons to provide or assist in providing the services required under this Agreement.

(c) Consultant is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law (including applicable City or Metro business licenses as per Oregon City Municipal Code Chapter 5.04). Consultant shall furnish the tools or equipment necessary for the contracted labor or services. Consultant agrees and certifies that:

(d) Consultant is not eligible for any federal social security or unemployment insurance payments. Consultant is not eligible for any PERS or workers' compensation benefits from compensation or payments made to Consultant under this Agreement.

(e) Consultant agrees and certifies that it is licensed to do business in the State of Oregon and that, if Consultant is a corporation, it is in good standing within the State of Oregon.

4. Early Termination.

(a) This Agreement may be terminated without cause prior to the expiration of the agreed-upon term by mutual written consent of the parties or by the City upon ten (10) days written notice to the Consultant, delivered by certified mail, email, or in person.

(b) Upon receipt of notice of early termination, Consultant shall immediately cease work and submit a final statement of services for all services performed and expenses incurred since the date of the last statement of services.

(c) Any early termination of this Agreement shall be without prejudice to any obligation or liabilities of either party already accrued prior to such termination.

(d) The rights and remedies of the City provided in this Agreement and relating to defaults by Consultant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

5. No Third-Party Beneficiaries. City and

STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT

Item 7b.

Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

6. Payment of Laborers; Payment of Taxes.

(a) Consultant shall:

(i) Make payment promptly, as due, to all persons supplying to Consultant labor and materials for the prosecution of the services to be provided pursuant to this Agreement.

(ii) Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Agreement.

(iii) Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or materials furnished.

(iv) Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to the Consultant under this Agreement and, unless Consultant is subject to back-up withholding, the City will not withhold from such compensation or payments any amount(s) to cover Consultant's federal or state tax obligation.

(v) Pay all employees at least time and one-half for all overtime worked in excess of forty (40) hours in any one week, except for individuals excluded under ORS 653.100 to 653.261 or under 29 U.S.C. §§ 201 to 209 from receiving overtime.

(b) If the Consultant fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Agreement as such claim becomes due, the City may pay such claim to the person furnishing the labor or services and shall charge the amount of the payment against funds due or to become due to the Consultant by reason of this Agreement.

(c) The payment of a claim in this manner shall not relieve Consultant or Consultant's surety from obligation with respect to any unpaid claims.

(d) Consultant and subconsultants, if any, are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires provision of workers' compensation coverage for all workers.

7. Subconsultants and Assignment.

Consultant shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from the City. The City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to the Consultant.

8. Access to Records. City shall have access to all books, documents, papers and records of Consultant that are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcripts.

9. Ownership of Work Product; License. All work products of Consultant that result from this Agreement (the "Work Products") are the exclusive property of City. In addition, if any of the Work Products contain intellectual property of Consultant that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Consultant hereby grants City a perpetual, royalty-free, fully paid, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part (and to authorize others to do so), all such Work Products and any other information, designs, plans, or works provided or delivered to City or produced by Consultant under this Agreement. The parties expressly agree that all works produced (including, but not limited to, any taped or recorded items) pursuant to this Agreement are works specially commissioned by City, and that any and all such works shall be works made for hire in which all rights and copyrights belong exclusively to City. Consultant shall not publish, republish, display or otherwise use any work or Work Products resulting from this Agreement without the prior written agreement of City.

10. Compliance With Applicable Law.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT (4/2017)

Page 2 of 5

STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT

Item 7b.

Consultant shall comply with all federal, state, and local laws and ordinances applicable to the services to be performed pursuant to this Agreement, including, without limitation, the provisions of ORS 279B.220, 279C.515, 279B.235, 279B.230 and 279B.270. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans With Disabilities Act of 1990 (Pub. L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation and other applicable statutes, rules and regulations.

11. Professional Standards. Consultant shall be responsible, to the level of competency presently maintained by others practicing in the same type of services in City's community, for the professional and technical soundness, accuracy and adequacy of all services and materials furnished under this authorization.

12. Modification, Supplements or Amendments. No modification, change, supplement or amendment of the provisions of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

13. Indemnity and Insurance.

(a) Indemnity. Consultant acknowledges responsibility for liability arising out of Consultant's negligent performance of this Agreement and shall hold City, its officers, ~~agents, Consultants,~~ and employees harmless from, and indemnify them for, any and all liability, settlements, loss, costs, and expenses, including attorney fees, in connection with any action, suit, or claim ~~caused or alleged to be~~ caused by the negligent acts, omissions, or errors ~~activities or services~~ by Consultant, or the agents, Consultants or employees of Consultant provided pursuant to this Agreement.

(b) Workers' Compensation Coverage. Consultant certifies that Consultant has qualified for workers' compensation as required by the State of Oregon. Consultant shall provide the Owner, within ten (10) days after execution of this Agreement, a certificate of insurance evidencing

coverage of all subject workers under Oregon's workers' compensation statutes. The insurance certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to City. All agents or Consultants of Consultant shall maintain such insurance.

(c) Comprehensive General and Automobile Insurance. Consultant shall maintain comprehensive general and automobile liability insurance for protection of Consultant and City and for their directors, officers, agents, and employees, insuring against liability for damages because of personal injury, bodily injury, death, and broad-form property damage, including loss of use, and occurring as a result of, or in any way related to, Consultant's operation, each in an amount not less than \$2,000,000 combined, single-limit, per-occurrence/\$4,000,000 annual aggregate. Such insurance shall name City as an additional insured, with the stipulation that this insurance, as to the interest of City, shall not be invalidated by any act or neglect or breach of this Agreement by Consultant.

(d) Errors and Omissions Insurance Consultant shall provide City with evidence of professional errors and omissions liability insurance for the protection of Consultant and its employees, insuring against bodily injury and property damage arising out of Consultant's negligent acts, omissions, or errors ~~activities or services~~ in an amount not less than \$500,000 combined, single limit. Consultant shall maintain in force such coverage for not less than three (3) years following completion of the project. Such insurance shall include contractual liability.

Within ten (10) days after the execution of this Agreement, Consultant shall furnish City a certificate evidencing the dates, amounts, and types of insurance that have been procured pursuant to this Agreement. Consultant will provide for not less than thirty (30) days' written notice to City before the policies may be revised, canceled, or allowed to expire. Consultant shall not alter the terms of any policy without prior written authorization from City. The provisions of this subsection apply fully to Consultant and its Consultants and agents.

STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT

Item 7b.

14. Legal Expenses. In the event legal action is brought by City or Consultant against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorney fees, costs, and expenses as may be set by a court. "Legal action" shall include matters subject to arbitration and appeals.

15. Severability. The parties agree that, if any term or provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

16. Number and Gender. In this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others or other whenever the context so requires.

17. Captions and Headings. The captions and headings of this Agreement are for convenience only and shall not be construed or referred to in resolving questions of interpretation or construction.

18. Hierarchy. The conditions contained in this document are applicable to every Personal Services Agreement entered into by the City of Oregon City in the absence of contrary provisions. To the extent there is a conflict, the terms of the Personal Services Agreement will control over the terms of the standard conditions. To the extent there is a conflict between the terms of the standard conditions and any other document, including the scope of services, the terms of the standard conditions shall control those other terms.

19. Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays and legal holidays in the State of Oregon, except that, if the last day of any period falls on any Saturday, Sunday or legal holiday, the period shall be extended to include the next day that is not a Saturday, Sunday or legal holiday.

20. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United

States mail, postage prepaid, or personally delivered to the addresses listed in the Agreement attached hereto. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

21. Nonwaiver. The failure of City to insist upon or enforce strict performance by Consultant of any of the terms of this Agreement or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights of any future occasion.

22. Information and Reports. Consultant shall, at such time and in such form as City may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims, and other information relative to the project as may be requested by City. Consultant shall furnish City, upon request, with copies of all documents and other materials prepared or developed in relation with or as a part of the project. Working papers prepared in conjunction with the project are the property of City, but shall remain with Consultant. Copies as requested shall be provided at the Consultant's standard expense rates. ~~free of cost to City.~~

23. City's Responsibilities. City shall furnish Consultant with all available necessary information, data, and materials pertinent to the execution of this Agreement. City shall cooperate with Consultant in carrying out the work herein and shall provide adequate staff for liaison with Consultant.

24. Arbitration.

All disputes arising out of or under this Agreement shall be timely submitted to nonbinding mediation prior to commencement of any other legal proceedings. The subsequent measures apply if disputes cannot be settled in this manner.

(a) Any dispute arising out of or under this Agreement shall be determined by binding arbitration.

(b) The party desiring such arbitration shall

STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT

Item 7b.

give written notice to that effect to the other party and shall in such notice appoint a disinterested person of recognized competence in the field as arbitrator on its behalf. Within fifteen (15) days thereafter, the other party may, by written notice to the original party, appoint a second disinterested person of recognized competence as arbitrator on its behalf. The arbitrators thus appointed shall appoint a third disinterested person of recognized competence, and the three arbitrators shall, as promptly as possible, determine such matter, provided, however, that:

(i) If the second arbitrator is not appointed as described above, then the first arbitrator shall proceed to determine such matter; and

(ii) If the two arbitrators appointed by the parties are unable to agree, within fifteen (15) days after the second arbitrator is appointed, on the appointment of a third arbitrator, they shall give written notice of such failure to agree to the parties and, if the parties fail to agree on the selection of the third arbitrator within fifteen (15) days after the arbitrators appointed by the parties give notice, then, within ten (10) days thereafter, either of the parties, on written notice to the other party, may request such appointment by the presiding judge of the Clackamas County Circuit Court.

(c) Each party shall each be entitled to present evidence and argument to the arbitrators. The determination of the majority of the arbitrators or the sole arbitrator, as the case may be, shall be conclusive on the parties, and judgment on the same may be entered in any court having jurisdiction over the parties. The arbitrators or the sole arbitrator, as the case may be, shall give written notice to the parties, stating the arbitration

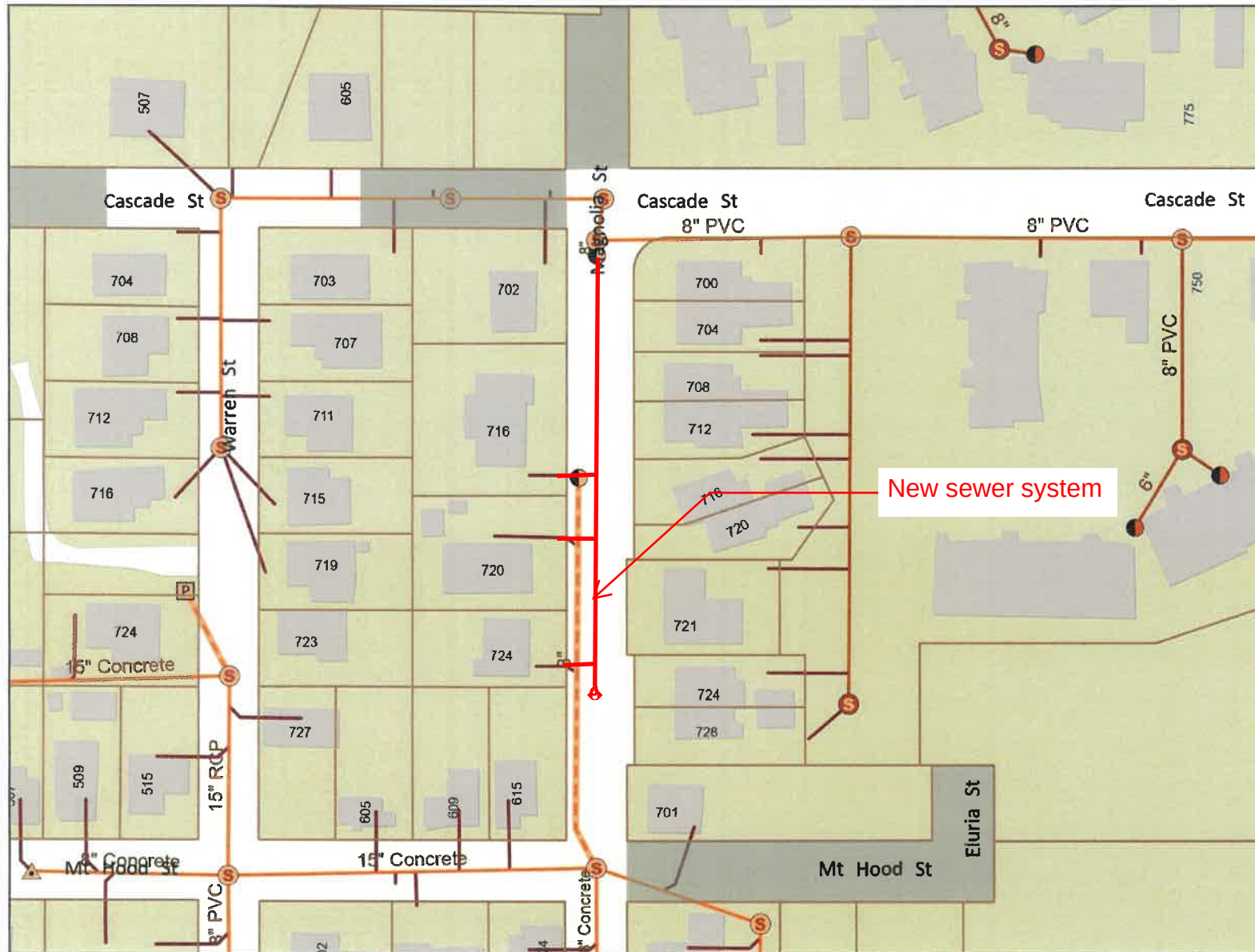
determination, and shall furnish to each party a signed copy of such determination. Arbitration proceedings shall be conducted pursuant to ORS 33.210 et seq. and the rules of the American Arbitration Association, except as provided otherwise.

(d) Each party shall pay the fees and expenses of the arbitrator appointed by such party and one-half of the fees and expenses of the third arbitrator, if any.

25. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.

Oregon City GIS Map

Item 7b.



Legend

Street Names

- Taxlots
- Unimproved ROW
- Sewer - Omni Markers

Sewer Manholes

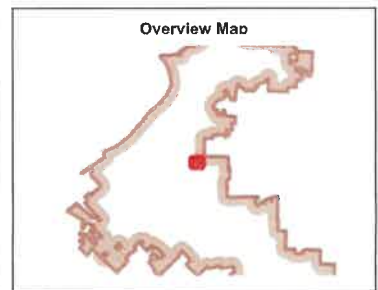
- OC
- Private
- Tri-City
- CCSD #1
- West Linn
- (Other owner)

Sewer Clean Outs

- OC
- Private
- Tri-City
- CCSD #1
- West Linn
- (Other owner)

Sewer Pump Station

Notes



The City of Oregon City makes no representations, express or implied, as to the accuracy, completeness and timeliness of the information displayed. This map is not suitable for legal, engineering, surveying or navigation purposes. Notification of any errors is appreciated.

Map created 6/29/2023



0 100 200 Feet

1: 1,200

Magnolia Street Sewer Replacement

City of Oregon City
PO Box 3040
625 Center St
Oregon City
OR 97045
(503) 657-0891
www.orcity.org



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CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: Public Works Director John M. Lewis, PE

Agenda Date: 07/19/2023

SUBJECT:

Amendment No. 1 to the Personal Services Agreement with Wallis Engineering for the Inflow/Infiltration Program Management (CI 21-015)

STAFF RECOMMENDATION:

Authorize the City Manager to execute Amendment No. 1 to the Personal Services Agreement with Wallis Engineering in the amount of \$2,977,231.08 to continue delivering the Inflow/Infiltration Program Management (CI 21-015) for FY 2023/2024.

EXECUTIVE SUMMARY:

The Inflow/Infiltration Program Management aims to deliver a complete program focused on sanitary sewer Inflow/Infiltration (I&I) reduction in a highly efficient and effective manner. Amendment No. 1 renews the City's agreement with Wallis Engineering to continue providing Program Management services for the I&I Program for FY 2023/2024.

BACKGROUND:

The City's 2014 Sanitary Sewer Master Plan calls for an I&I Abatement Program to reduce surface and subsurface water that is entering the sanitary sewer collection system. I&I is a problem because clean water is being conveyed to the wastewater treatment plant, and the additional flow can raise rates unnecessarily to the customers. These high flows also require the City to maintain larger pump stations and sewer mains, which also increase rates for the customers and increase City maintenance efforts. Infiltration typically occurs through holes, cracks, joint failures, and faulty connections in pipes or manholes because of age or disturbance. Inflow sources occur in improper connections such as roof drains, foundation drains, and stormwater catch basins.

The projected I&I Program budget for the next two years is over \$21 million, with \$9 million allocated to the first year and \$12 million allocated to the second. This budget exceeds City Staff's capacity to oversee design and construction, therefore the City has

adopted a consultant-led program management approach. Program management leverages the knowledge, experience, and manpower of the Consultant to increase City staff's capacity to deliver projects. The City has been utilizing this model to deliver the I&I program over the last 18 months, and this model has proven invaluable to the success of the program to date.

Program Accomplishments to Date

The City has gathered a lot of data in the last 18 months, and design on four projects estimated to have a combined construction cost of \$7.5 million is well underway. The Annual Report from Wallis Engineering presented earlier this meeting contained more detail on the accomplishments of the program to date. Below are the highlights of the program's accomplishments in the last 18 months:

- Established a consultant team led by Wallis Engineering to deliver the program.
- Held various meetings to establish program directives and standards.
- Coordinated with Clackamas County Water Environmental Services (WES) to ensure compliance with IGA and confirm reimbursement eligibility.
- Obtained WES approval for two construction projects, confirming reimbursement eligibility.
- Created a public outreach program plan for the program.
- Created a program management plan to define roles and responsibilities for the City, Wallis Engineering, and all subconsultants within the program.
- Established design standards to ensure uniform quality in projects delivered by the program.
- Created boilerplate specifications for use exclusively in projects delivered by the program.
- Presented private lateral approach to City Commission.
- Developed and implemented an approach to incorporate private lateral rehabilitation into projects delivered by the program.
- Identified four major projects and two minor projects and assigned them to Wallis/subconsultants for design.
- Scheduled three projects for construction this fall and winter.
- Selected construction inspectors for projects scheduled for construction this fall.
- Executed three contracts for CCTV survey of the I&I reimbursement basins.
- Prepared one contract for smoke testing of the I&I reimbursement basins for execution in the new fiscal year.
- Monitored spring sewer flows in the I&I basins.
- Recalibrated the sewer model based upon spring flow monitoring efforts.
- Established baseline flows for three newly delineated basins and evaluated the efficacy of the pilot program in the Rivercrest Basin.

Scope of Work

The attached Amendment No. 1 scope of work (Exhibit A) generally describes the work the program delivery team will be performing, including continued management of the program and processes, managing overall program delivery, validating the original project's scopes and cost estimates, assisting staff with the private lateral and

downspout disconnection policy, public outreach, evaluating and prioritizing projects, designing individual projects, and providing engineering services during construction. The I/I Program Management approach is intended to be delivered over the next 4 years. Projects in the program are focused on two targeted areas contributing the highest I/I rates in the City: Meter Basins 8 and 5. The Amendment No. 1 contract includes the following tasks:

- Task 1 Program Administration (\$244,602.40): Administering the program, kick-off meeting, monthly check-in meetings, monthly reports & invoicing, and annual report.
- Task 2 Program Management (\$1,044,122.40): Program management plan, public outreach plan, basin condition assessment, smoke testing program, manhole sealing program, lateral and downspout disconnection policies, and implementation of the downspout disconnection program, and private commercial catch basin reconnection program.
- Task 3 Flow Monitoring and Analysis (\$136,930.00): Flow monitoring and analysis of post construction data for Basin 10 (Rivercrest Basin that is currently under construction), Basin 5 & 8 inflow disconnections completed, and pre-construction data for Basin 8. Model recalibration will be done using the flow monitoring data collected, which will demonstrate rehabilitation effectiveness.
- Task 4 Engineering Services for Design Package 1 (\$233,282.70): Design and preparation of contract documents, advertisement and bidding support services, and construction inspection and management services for Design Package 1 – Linn Basin Project 1.
- Task 5 Engineering Services for Design Package 2 (\$235,668.50): Design and preparation of contract documents, advertisement and bidding support services, and construction inspection and management services for Design Package 2 – Linn Basin Project 2.
- Task 6 Engineering Services for Design Package 3 (\$466,685.00): Design and preparation of contract documents, and advertisement and bidding support services for Design Package 3 – Molalla Project.
- Task 7 Engineering Services for Design Package 4 (\$192,200.00): Design and preparation of contract documents, advertisement and bidding support services, and construction inspection and management services for Design Package 4 – Rivercrest Phase 4.
- Task 8 Engineering Services for Design Package 5 (\$285,100.00): Design and preparation of contract documents for Design Package 5 – Applegate Project.
- Task 9 Engineering Services for Design Package 6 (\$285,100.00): Design and preparation of contract documents for Design Package 6 – Linn Basin Project 3.
- Task 11 Engineering Services for Design Package 8 (\$175,100.00): Design and preparation of contract documents, advertisement and bidding support services, and construction inspection and management services for Design Package 8 – Center Yard Project.

Task 10 (engineering services for design package 7 – Singer Hill) was deferred to the next fiscal year to ensure adequate budget was left for all construction projects slated for construction for FY 2023/2024.

This contract, via current and future amendments, will include all design and construction management services for all projects completed under the Inflow/Infiltration Program Management. This contract does not award the construction contracts for the contractors, those will be brought back individually for award after bidding.

The original contract for the program was for \$1,402,000.00. Wallis Engineering submitted a total price for all program management and engineering work for FY 2023/2024 of \$3,298,791.00. With \$321,559.92 remaining unspent from the original contract, the required contract amendment amount is \$2,977,231.08. This amendment also renews the contract for the fiscal year, extending the contract end date to June 30, 2024.

The new total contract amount is \$4,379,231.08, covering the period from May 6, 2022 to June 30, 2024.

OPTIONS:

1. Authorize the City Manager to execute the Amendment.
2. Authorize the City Manager to execute the Amendment with specific modifications.
3. Deny the Amendment. If the Commission chooses to deny the Amendment, staff requests direction on how to proceed.

BUDGET IMPACT:

Amount: \$2,977,231.08
 FY(s): 2023-2024
 Funding Source(s): Sanitary Sewer Fund

CITY OF OREGON CITY
Amendment No. 1 to Personal Services Agreement

INFLOW / INFILTRATION PROGRAM MANAGEMENT (CI 21-015)

This is an Amendment to the Personal Services Agreement by and between the City of Oregon City (hereinafter City), and **WALLIS ENGINEERING, PLLC**, hereinafter called "PS Consultant," which was previously entered into on **May 6, 2022** ("Contract") for **INFLOW / INFILTRATION PROGRAM MANAGEMENT (CI 21-015)** and

Whereas, the parties wish to amend the Contract as set forth below:

WITNESSETH:

1. The **Scope of Work** is hereby amended as follows:

The Scope of Work is being amended as outlined in Amendment 1 Exhibit A.

2. The **Duration of Contract** is hereby amended as follows:

The Duration of Contract is being extended from June 30, 2023 through **June 30, 2024**.

3. The **Payment Provisions** are hereby amended as follows:

For provision of revision of fee schedule described above, the contract price shall be increased by an amount not to exceed **two million, nine hundred and seventy-seven thousand, two hundred and thirty-one dollars and eight cents (\$2,977,231.08)**. The total not to exceed amount of the Agreement shall be **four million, three hundred and seventy-nine thousand, two hundred and thirty-one dollars and eight cents (\$4,379,231.08)**.

All other provisions of the Personal Services Agreement referenced above shall remain in full force and effect.

CITY OF OREGON CITY

WALLIS ENGINEERING, PLLC

By: _____

John M. Lewis, P.E.
Title: Public Works Director

DATED: _____, 20____.

By: _____

Anthony J. Konkol III
Title: City Manager

DATED: _____, 20____.

By: _____

Name: _____

Title: _____

DATED: _____, 20____.

ORIGINAL CITY COMMISSION APPROVAL:

DATE: 5/4/2022

PROJECT BACKGROUND

The City of Oregon City (City) provides sanitary sewer collection services to nearly 33,000 people spread across an area of approximately 9.3 square miles.

The City owns the following infrastructure: over 148 miles of gravity pipelines of various materials ranging in size from 2 to 42 inches in diameter; 3,700 manholes; 12 major sewage lift stations; and 6 miles of sanitary force mains.

The City of Oregon City requires a project administrator to provide continuing support in delivering its stated goals of reducing inflow and infiltration (I&I) into the sanitary sewer collection system across eight identified sewer basins. These basins contain over 70 miles of gravity pipelines, 1,600 manholes, and almost 5,600 customers. Wallis Engineering will administer the I/I Reduction Program over the next 4 years.

PROJECT TEAM

<i>Consultant</i>	<i>Responsibilities</i>
Wallis Engineering (Wallis)	Program Management and Project Engineering
Leeway Engineering (Leeway)	Project Engineering
Brown and Caldwell (BC)	Project Engineering
Century West Engineering	Project Engineering
Keller Associates (Keller)	Project Engineering
Jeanne Lawson & Associates (JLA)	Public Involvement
Pacific Int-R-Tek	CCTV Inspection
CESNW	Surveying
Epic Land Solutions	Right-of-Way
GRI	Geotechnical Eng

SUPPLEMENTAL SCOPE OF WORK

This scope of work is an amendment to the original contract and is for FY 2023-2024 of the project which is anticipated to be complete by June 30, 2024. This supplemental scope of work is prepared with a more concise layout of program management, condition assessment and design investigation, design services package development and delivery, and other billable tasks associated with the City's stated goals of reducing I&I. This scope of work will cover year two of the anticipated 4-year program and will provide budget to deliver the following minimum tasks:

- Continue the implementation of the Public Outreach Plan
- Pursue continued Condition Assessment of all WES-designated reimbursable regions of the City sewer system consisting of Basin 5 (McLoughlin), Basin 5A (Central), Basin 5AA (Canemah), Basin 5B (Newell), Basin 8 (Linn), Basin 10 (Rivercrest), Basin 12 (Warner Parrot) and Basin 12A (South End).

- Refinement of Rehabilitation Guidelines and Specifications.
- Provide the design, bid documents, bidding assistance, and construction services of selected rehabilitation phases within the designated sewer basins.
- Administer inspection services including smoke testing and CCTV inspection services of sewer infrastructure within the designated basins, including scheduling and contract management.
- Flow monitoring services to collect post-construction flow data and provide analysis reports of completed rehabilitation phases, including the previously completed Basin 10 (Rivercrest) project.
- Execute a Cross-Connection Disconnect program including contract management, downspout disconnection policy development, and storm infrastructure design and construction services as required to meet the dictates of the program.
- Selection and rehabilitation of sanitary sewer manholes using injection grouting (manhole sealing).

TASK 1 – PROGRAM ADMINISTRATION

Wallis Engineering (Wallis) will administer the City’s I/I Reduction Program, ensuring all tasks are on schedule and within budget, coordinating and managing the project team, and ensuring the City is fully informed of program progress.

1.1 Administration

As program administrator, Wallis will schedule and lead program meetings, manage the schedule, track program budget and expenditures, ensure quality assurance and control, maintain accurate records, contract with subconsultants, and oversee completion of all work within the program.

1.2 Program Meetings

The program manager will lead a series of program meetings throughout the duration of the contract with City staff and key team members.

On a monthly basis, the program manager will lead a virtual monthly program meeting with the City’s project manager and primary team members who are actively working on tasks. At this meeting, we will review the schedule and anticipated deliverables, provide an update on the program budget, identify and discuss critical path items, and discuss any outstanding decisions.

On a bi-weekly basis, the program manager will hold a virtual check-in meeting with the City’s project manager to provide an update of progress.

On a weekly basis, the program manager will check in with primary team members to discuss progress, issues requiring attention, and outstanding items still needing resolution.

On a quarterly basis, the design lead check in with design subconsultant project managers to evaluate guidelines and promote uniformity in program deliverables.

In conjunction with the annual report to the City, the program manager will lead a lessons learned meeting between the City project manager and key team members. At this meeting, we will discuss challenges encountered during the program and will include discussion of any revisions to the program.

1.3 Monthly Reports and Invoicing

Wallis Engineering will execute subconsultant agreements for design projects, service contracts (smoke testing, CCTV, etc), track and complete monthly reports and invoices, submitting them to the City for review. Each monthly report will include the following information:

- Summary of the work accomplished to date, including a statement on the overall Program budget and schedule.

- Cost summary detailed out by task and subtask, including percent of task complete and dollar value this month and to date, and the percent and dollar value of the total Program completed.
- A summary of the Public Outreach Work and Communications completed that month.
- Elements of budget and schedule risk, along with mitigation strategies.
- Summary of any unanticipated events, and how issues are being resolved. This shall include any adjustments to the schedule for the Program as well as Program costs.
- Data for each construction project in progress including:
 - Progress pay estimate values
 - Budget balances
 - Total construction budget summaries
- Monthly invoice with format that meets with City approval.

1.4 Annual Report

Wallis will complete annual reporting, submitting a Program Annual Report at least one month prior to the end of the fiscal year. The annual report will include the following:

- Full and final accounting of all expenditures by program management and by project.
- A description of work accomplished.
- A description of the work anticipated in the upcoming year, including scope/schedule/budget.
- Data on success indicators of the Program.
- General summary of the results of flow monitoring after completion of the projects, including comparison of flowrates of before and after projects are completed in each basin. The Sanitary Sewer Master Plan will be referenced for collected flowrate data.

1.5 Additional Services - Program Administration

An allotment of \$50,000 is included in this task for additional Program Administration services as required. Consultant will perform additional services as requested and approved by the City Project Manager.

Task 1 Conditions:

- Project administration assumed through June 2024
- Program meetings to be virtual
- Bi-weekly program meetings

Task 1 Deliverables:

- Agenda and minutes for: maintenance coordination meeting, and annual lessons learned meeting
- Monthly meeting agenda and minutes
- Biweekly meeting minutes (as needed)
- Monthly reports and invoices
- Annual Report

TASK 2 – PROGRAM MANAGEMENT

The Program Manager will provide leadership and resources to manage and facilitate the work of the teams formed to complete each project. The Program Manager will be responsible for reviewing/approving project plans for conformance with the program strategy, plan, schedule, and all other applicable specifications, codes, and standards. The Program Manager will function as a liaison for

transfer of information between project management teams, and City leadership, and will conduct periodic briefings/status updates. The following specific task elements will be completed:

2.1 Public Outreach

JLA has prepared a general outreach plan that is being used for each project of the program. This includes method of outreach, key messaging, and timing. JLA with the support of Wallis Engineering, will continue to create updates as needed for flyers create and review updated content for the city's website.

JLA will continue to focus on the public outreach tasks to share information with the community, and will describe the outreach methods, messaging, and implementation for investigation work, private lateral program, and construction. JLA will engage with the community as needed – providing information, addressing concerns, and managing outreach – depending on the specific needs of the program.

JLA will also support implementation of the private commercial inflow reduction project with communication to commercial owners regarding any unlawful connections and recommendations.

Updated project outreach flyers include the following:

- Project Factsheet
- CCTV
- Smoke Testing
- Pipe and Manhole inspections on private property
- Construction (CIPP, Pipe Bursting, and Open Cut Methods)

Task 2.1 Conditions:

- Anticipated two public outreach flyers plus one project factsheet generated as part of Task 2.2, with one revision each.

2.2 CCTV Program

The continuing condition assessment for this year will include 120 thousand lineal feet of CCTV of mainline in the Falls, McLoughlin, and Linn basins. The inspection will meet the NASSCO standards and will be compatible with Oregon City's PACP compliant software. It will include documenting the size and material of all existing sewer laterals. The station of each lateral will be documented along with noting any identification of a wye connection to the mainline. All identifiable defects will be identified, rated and a location for each will be included in the report.

Three separate CCTV packages, each including approximately 40 thousand lineal feet of sewer main, will be created this year. Draft CCTV survey scope maps will be prepared for City project manager review and approval. Approved CCTV survey packages will be provided to the subconsultant; program manager, City, and subconsultant will coordinate to finalize a list of properties the City will need to obtain rights of entry for. Ongoing coordination with all parties during the survey will be performed as needed.

CCTV surveys will be conducted during the fall, spring, and summer this year.

Task 2.2 Conditions:

- City will obtain all required rights of entry.
- Traffic control where necessary will be provided by Oregon City Ops crews
- Any root ball or debris that blocks access to the mainline will be addressed by Oregon City Ops crews

- Oregon City Ops crews will clearly demarcate and provide brush clearing services for hard to find/access manholes.

Task 2.2 Deliverables:

- Granite compatible CCTV video files, databases, and reports
- PACP ratings for every pipe segment surveyed

2.3 Condition Assessment (Falls, McLoughlin & Linn)

A condition assessment database has been prepared for all mainline segments with CCTV footage within reimbursable Basins. The database is used to categorize repair methodologies, prepare a preliminary cost for rehabilitation, and create a prioritized list of segments. CCTV video will be reviewed and plan sheets developed for each mainline section with defects labeled using PACP standard notation and recommended corrective actions.

Task 2.3 Conditions:

- Condition assessment of ~120K LF will be completed on pipe segments
- Laterals and manholes will not be assessed as part of this task but will be reviewed under the construction contract
- No smoke and dye testing or CCTV surveying to be included

Task 2.3 Deliverables:

- Sewer condition assessment database
- Condition assessment sheets

2.4 Catch Basin Disconnect Program

Wallis Engineering and JLA will implement a catch basin disconnect project. This includes sending out notices and analyzing smoke test results and CCTV footage to identify cross connections and providing recommendations to properly eliminate the inflow source.

Task 2.4 Conditions:

- Cross-connection identification will be derived from smoke testing and CCTV covered in separate tasks

Task 2.4 Deliverables:

- Cross-connection identification reports to be generated on a case-by-case basis
- Recommendations will be provided to the City

2.5 Smoke Testing Program

The smoke testing program will use an air blower and smoke to fill the sewer mains with non-toxic, non-odorous or staining smoke. Technicians will observe where smoke escapes from stormwater catch basins, rain gutters, or below-grade pipe defects, indicating inflow sources. Smoke testing follows the flow monitoring and CCTV programs to help identify projects for the city to pursue to reduce storm and groundwater infiltrating the sewer.

One smoke test package, totaling approximately 130 thousand lineal feet of sewer main, will be created this year. Draft smoke testing maps will be prepared for City project manager review and approval. During smoke testing, Wallis staff will be on site to address public comments and validate the quality of the smoke testing performed.

Smoke testing occurs once per year in the summer. Scoping and performance of scope testing occur in different fiscal years.

Task 2.5 Conditions:

- Owner will provide traffic control support and safety precautions if required for smoke testing
- Owner will handle emergency services notification and communication prior to and during testing
- Owner will provide on site personnel to address public comments or complaints that require City comment or clarification.

Task 2.5 Deliverables:

- Create and maintain records during smoke testing
- Provide required blower units and associated smoking equipment
- Prepare a letter summarizing findings

2.6 Manhole Sealing Pilot Program

The intent of this project is the elimination of infiltration/inflow into manholes that are otherwise structurally sound, using various products and methods either singularly or in combination. The selected manholes may or may not be actively leaking. Wallis will complete a conditions assessment based upon the age, material and maintenance history with consideration for the condition of connected pipe segments.

The purpose of this project is to install a grout curtain around leaks, joints, cracks and pipe connections in the manhole. All materials, additives, mix ratios, and process shall be in accordance with the manufacturer's recommendations. The timing of the contract will ensure that the water surrounding the manhole will be at its peak. The contractor shall warranty that these manholes will not leak for one year after the final completion of this project.

This year's project will serve as a pilot for an ongoing manhole rehabilitation program the City intends to incorporate into its routine maintenance efforts.

Task 2.6 Conditions:

- City to provide any background MH information as required
- Traffic control to be provided by Oregon City Ops crews

Task 2.6 Deliverables:

- The program will seal from 300 to 500 manholes in winter of 2023-2024

2.7 Develop Project Design Criteria

A prioritized list of projects will be prepared and bundled into design/construction packages based off the reviewed CCTV data and additional investigative work including smoke and dye testing. A subconsultant agreement will be issued following development of the package to initiate design work. Review and revision of the design guidelines and boilerplate specifications is planned for the winter; the private lateral approach will be evaluated as part of this review. To promote uniform I&I program deliverables, program AutoCAD templates will be developed.

Implementation and updates to the lateral and downspout disconnection policies will be updated periodically under this task.

Task 2.7 Conditions:

- Anticipated two meetings to present and discuss guidelines and special provisions (anticipate attendance by Wallis, Leeway, BC, at virtual meetings).
- Assumed two revisions to guidelines and special provisions.

Task 2.7 Deliverables:

- Finalized guidelines and special provisions
- Draft and finalized AutoCAD templates

2.8 Additional Services - Program Management

An allotment of \$100,000 is included in this task for additional management tasks as required. Consultant will perform additional services as requested and approved by the City Project Manager

TASK 3 FLOW MONITORING AND ANALYSES**3.1 Flow Monitoring and Analysis**

As a continuation of flow monitoring work done to date, Leeway will continue to monitor flows to establish post-construction data for the Basin 10 (Rivercrest Basin) project area and pre- and post-construction flows for the pending Basin 8 (Linn Basin) design projects. The data from these established monitoring locations will be used in the H/H model recalibration to be delivered to the City as an update of their 2014 master plan. Additionally, Leeway will establish an anticipated additional three flow monitoring stations: one will be installed downstream of current project areas to gauge successful I&I reduction and two will be installed at locations downstream of anticipated future rehabilitation areas to establish baseline flow conditions.

Task 3 Conditions:

- Training meeting in use of web-based real-time data management tool will be virtual.
- H/H model recalibration will be performed using three appropriate wet-weather events captured by the flow monitors
- City will provide full access to the previous modeling files.

Task 3 Deliverables:

- Post-construction analysis Basin 10
- Pre- and post-construction analysis for Basin 8
- Establishment of three additional flow monitoring locations
- Additional flow monitoring as required by additional design packages

ENGINEERING SERVICES FOR DESIGN PACKAGES

An assumed budget has been allocated in the proposed contract fee for each design package, a more detailed scope of services will be produced as the packages are created.

This task includes design and plan preparation for the replacement or rehabilitation of the sanitary sewer system at the identified locations. Included is preparing contract documents necessary to competitively bid the project. The plan and profile contract drawings will be scaled at 1" = 20'H and 1" = 5'V. The City's standard details will be utilized and supplemented with project specific details as required. The contract will be a unit-based contract structure following the 2021 ODOT Standard Specifications for Construction and amended with project specific special provisions. The table below contains a list of

anticipated packages to be included in this year's contract. Specific design subtasks are detailed in the subsections below.

<i>FY 2023-2024 Design Packages Criteria</i>						
<i>Pkg #</i>	<i>Design Project</i>	<i>Tasks</i>	<i>Allocation ~</i>	<i>Design Engineer</i>	<i>Design</i>	<i>Const.</i>
1	Linn Basin Sanitary I&I Rehab Project 1	6-7	\$175,000	Leeway	0%	9%
2	Linn Basin Sanitary I&I Rehab Project 2	2-7	\$175,000	Wallis	0%	9%
3	Molalla*	1-5	\$460,000	Wallis	23%	0%
4	Rivercrest	1-7	\$192,000	Century West	5%	5%
5	Applegate*	1-5	\$285,000	Keller	14%	0%
6	Linn Basin Sanitary I&I Rehab Project 3*	1-5	\$285,000	Leeway	14%	0%
7	Singer Hill*	1-5	\$285,000	TBD	14%	0%
8	Center Street Catch Basin Disconnect	1-7	\$175,000	Wallis	4%	4%
		Total	\$2,032,000		74%	26%

*Anticipated construction FY 2024-2025

X.1 30% Design Documents

Plans will be prepared to 30% design level for sewer rehabilitation and replacement work as determined in previous phases. Drawing format will be AutoCAD Civil 3D 2020+, and will be prepared using standard City title block as provided by the City. Plans will include the following:

- Plans and detail sheets. This includes utility improvement plans, erosion control plans, demolition plans, and sewer bypass plans as deemed necessary.
- Detailed traffic control plans will be prepared for work within roadways classified as collector and above
- Erosion control plans prepared to meet City standards.
- The following is the anticipated list of plan sheets:

<i>Description</i>	<i>Sheets</i>	<i>Running Total</i>
Cover, Drawing Index		
Legend and General Notes		
Erosion Control Notes and Standard Details		
Traffic Control Notes and Standard Details		
Plan and Profile Sheets		
Details		

A 30% engineer's opinion of cost will be prepared. 30% plans will be provided to City ops managers for a preliminary review.

X.2 90% Design Documents

The City's and independent QA's 60% submittal review comments will be incorporated into the 90% plans. The Consultant will submit a PDF file of half size plan sheets, specifications, and an engineer's opinion of cost for City review. Specifications will be refined from the boilerplate special provisions developed as part of other I&I Program efforts.

X.3 Final Design Documents

90% submittal review comments will be incorporated into the final plans and specifications and a master set of signed contract documents will be provided to the City in PDF format to distribute through its online bidding system. A final engineer's opinion of cost will be submitted.

Conditions:

- Lateral rehabilitation will include rehabilitation from the connection to the mainline to within 5' of the existing structure within private property
- Lateral rehabilitation will include installation of a new property line cleanout and/or private cleanout if none currently exist.
- Public outreach efforts will be completed as part of a separate work order as needed.
- Right of way and proposed cleanout location to be assumed from GIS information.
- No upsizing of existing lines anticipated.
- Permits of entry required for site investigations or for construction will be identified by Consultant but obtained by the City.
- Coordination with private property owners regarding cleanouts at the property line will be managed by the City.
- City will provide boilerplate specifications directly to subconsultants when requested by program manager.
- Before issuing a stamped signed copy of the Contract Documents a MS Word copy will be sent to the City for issuance approval.

Deliverables:

- Project base map in AutoCAD format.
- 30% Design Plans and Estimate.
- 90% Design Plans, Specifications, and Estimate.
- Final Contract Documents in MS Word format.
- Final Signed Contract Documents.

X.4 Utility Coordination

The selected subconsultant shall identify and lead all work related to franchise utility coordination and relocation work required to ensure that all franchise utilities identified in the corridor and prepared with relocation plans, if necessary. Consultant shall hold utility coordination meetings with all franchise utility providers along the corridor following the 60%, 90%, and final plans, if necessary. Contractor shall be responsible for utility relocation coordination once the project is awarded. Consultant shall be responsible for overseeing that the contractor is coordinating the necessary franchise utility work.

Task X.4 Deliverables:

- Utility coordination log and contact list

X.5 Right-of-Way and Easement Acquisition Services

The selected subconsultant shall provide right-of-way acquisition services as needed to acquire necessary right-of-way, permanent easements, right-of-entry, and temporary construction easements for each project. This shall include all items necessary to provide completed acquisition files to the City for execution. In the event that condemnation is necessary, the City will contract directly with an attorney for those services. It is unknown the number of permanent or temporary easements that may be necessary; that information would be determined during the Condition Assessment and Pre-Design Task.

Per Oregon City Municipal Code 13.08.125 – Right of Entry: Agents of the Public Works Department may have free access to view the inside of private sewer laterals located on private property that connect to City mains by a camera. Public Works Department staff will not enter into private property without notice and consent of the property owner. Consultant, and any construction contractors, would be working as agents of the City in this regard.

Task X.5 Conditions:

- Projects will only require right-of-entry and temporary construction easements. No permanent right-of-way or easement acquisition is anticipated
- Temporary construction easements will not require legal descriptions
- Temporary construction easements will not require appraisals or appraisal reviews
- Owner compensation costs not included

Task X.5 Deliverables:

- Applicable permit approvals
- Right of entries as needed
- Temporary construction easement exhibits, and agreements as needed

X.6 Bidding Services

Wallis Engineering and selected subconsultants will conduct pre-bid meetings (as required), respond to bidder inquiries, prepare technical addenda, review bids received (including pricing), and provide Recommendation of Award Letters.

Task X.6 Conditions:

- Bidding services for construction contracts
- No Pre-bid meeting anticipated

Task X.6 Deliverables:

- Pre-bid meeting agenda and minutes
- Addenda as required (assumed two addenda)
- Bid tabulation
- Recommendation of award letter

X.7 Construction Management Services

Wallis Engineering and selected subconsultants shall provide all construction management services necessary to support the Program. This work shall include, but is not limited to, attending preconstruction meeting, reviewing shop drawings and material submittals, performing all necessary inspections and providing daily inspection reports, attending progress meetings, reviewing and making recommendation on contractor monthly progress payments, responding to all RFI's, conducting final walk through and

punch list, and providing final asbuilt record drawings and a post-construction survey. The City shall not be responsible for any construction management services before January 1, 2024.

Task X.7 Conditions:

- Budget based upon anticipated construction package cost

Task X.7 Deliverables:

- Meeting agenda and minutes
- Daily inspection reports
- Pay estimate reviews
- RFI and submittal review
- Punch list
- As-built drawings
- Post construction record of survey

X.8 Additional Services – Design

An allotment of \$XX,000 is included in this task for additional design services as required. Consultant will perform additional services as requested and approved by the City Project Manager.

X.9 Additional Services – Construction

An allotment of \$XX,000 is included in this task for additional construction services as required. Consultant will perform additional services as requested and approved by the City Project Manager

		Wallis Labor	Expenses		CESNW / PACE	GRI	JLA	Leeway	Subconsultants				Total Cost
									BC	CCTV	Inspection	Keller	
Task 1	Program Administration												
1.1	Administration	\$ 124,007.50	\$ 100.00	(M)			\$3,151.50	\$20,000.00	\$5,250.00			\$5,250.00	\$ 157,759.00
1.2	Program Meetings	\$ 19,699.20	\$ 100.00	(M)									\$ 19,799.20
1.3	Monthly Reports and Invoicing	\$ 7,632.20											\$ 7,632.20
1.4	Annual Report	\$ 9,412.00											\$ 9,412.00
1.5	Additional Services - Program Administration	\$ 50,000.00											\$ 50,000.00
	TASK 1 SUBTOTAL	\$ 210,750.90	\$ 200.00		\$0.00	\$ -	\$ 3,151.50	\$ 20,000.00	\$ 5,250.00	\$ -	\$ -	\$ 5,250.00	\$ 244,602.40
Task 2	Program Management												
2.1	Public Outreach	\$ 20,053.40					\$107,100.00						\$ 127,153.40
2.2	CCTV Program	\$ 30,591.00											\$ 30,591.00
2.3	Basin Condition Assessment	\$ 353,769.00								\$183,750.00			\$ 537,519.00
2.4	Smoke Testing Program	\$ 21,046.50										\$126,000.00	\$ 147,046.50
2.5	Downspout Disconnection	\$ 45,227.00											\$ 45,227.00
2.6	Manhole Sealing Pilot Program	\$ 14,975.50											\$ 14,975.50
2.7	Develop Project Design Criteria	\$ 52,010.00	\$ 100.00	(M)		\$10,500.00		\$4,000.00					\$ 66,610.00
2.8	Additional Services - Program Management	\$ 75,000.00											\$ 75,000.00
	TASK 2 SUBTOTAL	\$ 612,672.40	\$ 100.00		\$ -	\$ 10,500.00	\$ 107,100.00	\$ 4,000.00	\$ -	\$ 183,750.00	\$ -	\$ 126,000.00	\$ 1,044,122.40
Task 3	Flow Monitoring and Analysis												
3.1	Flow Monitoring and Analysis	\$ 21,430.00						\$115,500.00					\$ 136,930.00
	TASK 3 SUBTOTAL	\$ 21,430.00	\$ -		\$ -	\$ -	\$ -	\$ 115,500.00	\$ -	\$ -	\$ -	\$ -	\$ 136,930.00
Task 4	Engineering Services for Design Package 1 - Linn Basin SS #1												
4.1	Design Services for Construction Pkg 1	\$ -						\$40,600.00					\$ 40,600.00
4.6	Bidding Services	\$ 1,595.50						\$3,110.00					\$ 4,705.50
4.7	Construction Management Services	\$ 3,829.20	\$ 100.00	(M)				\$110,548.00			\$60,000.00		\$ 174,477.20
4.8	Additional Services - Construction	\$ 500.00						\$13,000.00					\$ 13,500.00
	TASK 4 SUBTOTAL	\$ 5,924.70	\$ 100.00		\$0.00	\$0.00	\$0.00	\$167,258.00	\$0.00	\$0.00	\$60,000.00	\$0.00	\$ 233,282.70
Task 5	Engineering Services for Design Package 2 - Linn Basin SS #2												
5.1	Design Services for Construction Pkg 2	\$ 30,658.00											\$ 30,658.00
5.3	QA/QC Services	\$ -						\$7,000.00					\$ 7,000.00
5.4	Utility Coordination / Survey & Geotechnical	\$ -			\$7,502.00								\$ 7,502.00
5.6	Bidding Services	\$ 5,408.50											\$ 5,408.50
5.7	Construction Management Services	\$ 100,000.00	\$ 100.00	(M)							\$65,000.00		\$ 165,100.00
5.8	Additional Services - Construction	\$ 20,000.00											\$ 20,000.00
	TASK 5 SUBTOTAL	\$ 156,066.50	\$ 100.00		\$7,502.00	\$0.00	\$0.00	\$7,000.00	\$0.00	\$0.00	\$65,000.00	\$0.00	\$ 235,668.50
Task 6	Engineering Services for Design Package 3 - Molalla*												
6.1	Design Services for Construction Pkg 3	\$ 460,000.00											\$ 460,000.00
6.6	Bidding Services	\$ 6,685.00											\$ 6,685.00
	TASK 6 SUBTOTAL	\$ 466,685.00	\$ -		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ 466,685.00
Task 7	Engineering Services for Design Package 4 - Rivercrest Lateral Rehabilitation												
7.1	Design Services for Construction Pkg 4	\$ 97,000.00	\$ 100.00	(M)									\$ 97,100.00
7.7	Construction Management Services	\$ 60,000.00	\$ 100.00	(M)							\$35,000.00		\$ 95,100.00
	TASK 7 SUBTOTAL	\$ 157,000.00	\$ 200.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,000.00	\$0.00	\$ 192,200.00
Task 8	Engineering Services for Design Package 5 - Applegate*												
8.1	Design Services for Construction Pkg 5	\$ 285,000.00	\$ 100.00	(M)									\$ 285,100.00
	TASK 8 SUBTOTAL	\$ 285,000.00	\$ 100.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ 285,100.00

		Wallis Labor	Expenses		CESNW / PACE	GRI	Subconsultants						Total Cost
							JLA	Leeway	BC	CCTV	Inspection	Keller	
Task 9	Engineering Services for Design Package 6 - Linn Basin SS #3*												
9.1	Design Services for Construction Pkg 6	\$ 285,000.00	\$ 100.00	(M)									\$ 285,100.00
	TASK 9 SUBTOTAL	\$ 285,000.00	\$ 100.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ 285,100.00
Task 10	Engineering Services for Design Package 7 - Singer Hill*												
Task 11	Engineering Services for Design Package 8 - Center Street Catch Basin Disconnect												
11.1	Design Services for Construction Pkg 8	\$ 90,000.00	\$ 100.00	(M)									\$ 90,100.00
11.7	Construction Management Services	\$ 55,000.00		(M)							\$30,000.00		\$ 85,000.00
	TASK 10 SUBTOTAL	\$ 145,000.00	\$ 100.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,000.00	\$0.00	\$ 175,100.00
	Project Subtotal	\$ 2,345,529.50	\$ 1,000.00		\$ 7,502.00	\$ 10,500.00	\$ 110,251.50	\$ 313,758.00	\$ 5,250.00	\$ 183,750.00	\$ 190,000.00	\$ 131,250.00	\$ 3,298,791.00

Proposed FY 23-24 Allocations		Proposed	Allocations	
Pkg#	Design Project	Design Engineer	Design	Const.
1	Linn Basin Sanitary I&I Rehab Project 1	Leeway	11%	8%
2	Linn Basin Sanitary I&I Rehab Project 2	Wallis	6%	8%
3	Molalla*	Wallis	22%	0%
4	Rivercrest Lateral Rehabilitation	Century West	5%	5%
5	Applegate*	Keller	14%	0%
6	Linn Basin Sanitary I&I Rehab Project 3*	Leeway	14%	0%
7	Singer Hill*	TBD	0%	0%
8	Center Street Catch Basin Disconnect	Wallis	4%	4%
*Assumed construction in FY 24-25			75%	25%

Design Engineer	Program % to Date
Wallis	45%
Subconsultants	55%

FEE SUMMARY	
Wallis Labor	\$ 2,345,529.50
Wallis Expenses	\$ 1,000.00
(M) = Mileage at current IRS Rate, (P) = Printing	
Subconsultants	
CESNW / PACE	\$ 7,502.00
GRI	\$ 10,500.00
JLA	\$ 110,251.50
Leeway	\$ 313,758.00
BC	\$ 5,250.00
CCTV	\$ 183,750.00
Inspection	\$ 190,000.00
Keller	\$ 131,250.00
NOTE: Fee includes 5% markup	
TOTAL BUDGET	\$ 3,298,791.00

Contract Summary				
Final Billed	Remaining	Projected	Amendment 1	Total
FY 2022-20223	FY20222-2023	FY 2023-2024	Amount	Contract Amount
\$1,080,440.08	\$321,559.92	\$3,298,791.00	\$2,977,231.08	\$4,379,231.08



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: Public Works Director John M. Lewis, PE

Agenda Date: 07/19/2023

SUBJECT:

Personal Services Agreement with Consor for the 5 Year Pavement Maintenance Utility Fee (PMUF) Plan 2025-2029 (PS 23-010)

STAFF RECOMMENDATION:

Award the contract and authorize the City Manager to execute the Contract Agreement with Consor in the amount of \$99,841 for transportation analysis, planning, and pavement services for the 5 Year Pavement Maintenance Utility Fee (PMUF) Plan 2025-2029 (PS 23-010).

EXECUTIVE SUMMARY:

The City's first 5-year Capital Plan for PMUF was established for the years 2015-2019. A second plan was created for years 2020 through 2024. It is now time to create a third plan which will span the years 2025 through 2029.

Consor (previously Murraysmith) prepared the City's first two capital plans. Consor is a consultant on the City's Transportation Infrastructure shortlist to prepare engineering documents for use in capital improvement projects.

BACKGROUND:

The Pavement Maintenance Utility Fee (PMUF) was established in 2008 as a way to pay for the maintenance of roadways through methods such as slurry seals, chip seals, micropaving, mill and inlays, overlays, and rehabilitations of the existing roadway system.

The City's first 5-year Capital Plan for PMUF was established for the years 2015-2019. A second plan was created for years 2020 through 2024. It is now time to create a third plan which will span the years 2025 through 2029.

This plan uses Pavement Condition Indexes (PCIs), cost benefit analysis, aging analysis, method alternatives, and public comment to determine the roads to receive surface treatments over the next 5 years.

The attached scope of work (Exhibit A) outlines the detail by which the project will move forward through the analysis, planning and final report phases.

The plan will begin upon award and should be completed by summer 2024 for use in preparing scoping documents for projects to be constructed in 2025.

Conсор (previously Murraysmith) prepared the City's first two capital plans. Consor is a consultant on the City's Transportation Infrastructure shortlist to prepare engineering documents for use in capital improvement projects.

OPTIONS:

1. Authorize the City Manager to execute the Agreement.
2. Authorize the City Manager to execute the Agreement with specific modifications.
3. Deny the Agreement. If the Commission chooses to deny the Agreement, staff requests direction on how to proceed.

BUDGET IMPACT:

Amount: \$99,841

FY(s): FY24/FY25

Funding Source(s): PMUF

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

5 Year PMUF Plan 2025-2029 (PS 23-010)

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **CONSOR** ("Consultant").

RECITALS

A. City requires services that Consultant is capable of providing under the terms and conditions hereinafter described.

B. Consultant is able and prepared to provide such services as City requires under the terms and conditions hereinafter described.

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from the date the contract is fully executed until **June 30, 2024**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. Compensation. City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **ninety-nine thousand eight hundred forty-one dollars (\$99,841.00)**.

3. Scope of Services. Consultant's services under this Agreement shall consist of services as detailed in Exhibit A, attached hereto and by this reference incorporated herein.

4. Standard Conditions. This Agreement shall include all of the standard conditions as detailed in Exhibit B, attached hereto and by this reference incorporated herein.

5. Schedule. The components of the project described in the Scope of Services shall be completed according to Term, above.

6. Integration. This Agreement, along with the description of services to be performed attached as Exhibit A and the Standard Conditions to Oregon City Personal Services Agreement attached as Exhibit B, contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

7. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, by hand delivery or by electronic means. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

To the City:

City of Oregon City
 13895 Fir Street
 Oregon City, OR 97045
 Attention: John M. Lewis

To Consultant:

Conzor
One SW Columbia Street, Suite 1700
Portland, Oregon 97204
Attention: Gabriel Crop, PE

Consultant shall be responsible for providing the City with a current address. Either party may change the address set forth in this Agreement by providing notice to the other party in the manner set forth above.

8. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this _____ day of _____, 20____.

CITY OF OREGON CITY

CONSOR

By: _____

John M. Lewis, P.E.

Title: Public Works Director

DATED: _____, 20____.

By: _____

Name: _____

Title: _____

By: _____

Anthony J. Konkol III

Title: City Manager

DATED: _____, 20____.

DATED: _____, 20____.

ORIGINAL CITY COMMISSION APPROVAL (IF
 APPLICABLE):

DATE: _____

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____

City Attorney

\\depot\Departments\PublicWorks\Forms\Contract & Bid Documents\Contract Boiler P:\PublicWorks\CIP_PS_RFQ_RFP\PS_Open\PS 23-010 5-Year PMUF Plan 2025-2029\CONTRACT- Bid Documents\Professional Service Agreements\Templates\Form - PSA_Consultant.docx

EXHIBIT A

SCOPE OF WORK ENGINEERING SERVICES FOR FIVE YEAR PAVEMENT MAINTENANCE PLAN 2025 - 2029 CITY OF OREGON CITY, OREGON

Introduction/Background

The City of Oregon City's (City) transportation system includes about 139 miles of City owned surface streets of varying size and capacity requiring periodic maintenance to keep them operational. Due to increased growth in the City and reduced funding capacity from traditional sources, the City established a Transportation Utility Fee in 2007 to address street maintenance needs. The fees collected are deposited into the City's Pavement Maintenance Utility Fund (PMUF) which is used to fund future street maintenance projects. Several high priority pavement maintenance projects have been completed from 2008 through 2023 using the PMUF.

In 2011, the City in collaboration with Consor (formerly Murraysmith) developed its initial 5-year Pavement Maintenance Plan to support continued effective use of the PMUF for maintenance work. The plan was used to assist the City in developing the final project list of streets for annual pavement maintenance. The original plan was updated in 2015 and 2018 to help City Operations staff manage the future pavement maintenance needs thru 2023.

In 2023, the City requested another update to the plan effective starting in 2025 for several reasons, including to:

- Acknowledge past accomplishments and assess actual costs.
- Quantify curb ramp retrofits per street for use in combining streets to create attractive yearly projects for potential bidders
- Incorporate feedback from City Street Operations staff on project paving priorities.
- Look at pavement design life with respect to responsibly managing funding expenditures.
- Incorporate current 2023 Pavement Condition Index (PCI) data. It is assumed that the database includes projects completed through 2023.
- Revise Streetsaver decision tree and unit costs for treatments.
- Present updated information to the City Commission as needed.
- Assess utility system needs for new project recommendations.
- Include guidance for preventative maintenance planning.
- Provide recommendations for the timeframe of 2025 to 2029.

Initial and subsequent planning efforts sought projects of highest concern and greatest benefit. This next planning effort will focus on similar criteria in addition to a focus on roads with PCI's of 50 and below and roads which have not received improvements for over 30 years. The five-year priorities will also be

reviewed relative to utility improvements, maintenance project priorities, planned CIP projects, and private development projects. The plan will identify high priority project areas and projects adjacent to each other which, when coordinated, comprise a well-organized project. The plan will develop common projects and manage project priorities in order to utilize, leverage, and maximize City resources most efficiently taking into account funding constraints and community concerns. The plan will also consider neighborhoods to ensure funding is spread throughout the City. Low-cost projects to sustain existing average roads will also be sought to reduce increased cost in the future.

The plan will be used as a key tool in the ongoing development of annual budgeting and improvement project development. The plan will also be used to coordinate with both public and private utilities allowing utility improvements to be constructed prior to pavement management projects with successive moratorium requirements. While the plan will focus on a list of road sections and repair methods for calendar years 2025 through 2029, the plan will also provide a guide for 2030 through 2034 as a supplemental list. This list will be used if/when projects from the 2025 through 2029 list need to be delayed. This supplemental list will be prioritized based on need.

Scope of Services

Consultant will perform the following services.

Task 1 - Project Management

Objective

Provide overall leadership and team strategic guidance aligned with City staff objectives. Coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope.

Activities

Consultant will prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation. Monthly status reports will accompany each invoice and include comparisons of monthly expenditures and cumulative charges to budget by Task.

Consultant will maintain communication with the City through meetings via voice, email, and other virtual communication. In addition, Consultant will prepare an overall project schedule that meets the deliverable milestones.

Consultant will manage and coordinate the technical and scope issues of the overall project including coordination with subconsultants. Progress meetings will be conducted as appropriate. In addition, a Health and Safety Plan (HASP) will be created that is custom to this project.

Task Deliverables

- Consultant will deliver to the City a monthly invoice and status report.
- Consultant will deliver to the City a project schedule (electronic PDF format).

Assumptions

- The Notice to Proceed date will be by September 2023.
- Up to two (2) virtual half-hour check-in meetings with the Consultant's Project Manager and Engineer with the City's Project Manager in addition to project meetings in other tasks. No meeting agenda or notes will be provided for check-in meetings.
- Project duration will be eight months, therefore it is assumed that there will be up to eight progress payments/status reports.

Task 2 – Five Year PMUF Review

Objective

Confirm the benefits of the prior plan update, identify where improvements and refinements can be made to aid future maintenance needs, and make recommendations to be incorporated into the updated plan for 2025 to 2029.

Activities

Consultant will conduct a preliminary document review of the prior plan update and annual reports. To improve upon the information presented in the prior plan for City staff use in developing annual paving project lists, Consultant will prepare a technical memorandum to show historical results. The memo will include yearly cost comparisons from 2008 to 2023 indicating miles of road paved, cost of paving, and system wide average PCI. The memo will show the trend of amount of miles that the City was able to construct each year, increase or decrease of PCI over time, and the total cost of paving and paving per linear foot (or mile) cost over time. Cost of each method of paving will also be analyzed. Consultant will incorporate feedback received from the City in a final version of the memo.

Task Deliverables

- Draft and Final Technical Memorandum of previous project cost analysis from 2008 to 2023 (electronic PDF format)

Assumptions

- City to provide all prior year Construction Contract Documents, bid tabulations, and PMUF Annual Reports.

Task 3 – StreetSaver Cost Analysis

Objective

The purpose of this task is to update the Streetsaver decision tree treatments and costs for use in developing new Streetsaver budget scenarios.

Activities

Work under this task will include:

- Review Streetsaver decision tree treatments for rehabilitation and preventative maintenance and make recommendations for updates based on treatments being utilized.
- Develop updated unit prices corresponding to the selected treatments based on historical data developed under Task 2.
- Costs of curb ramp retrofits to meet ADA requirements will be included only for the roads that trigger retrofits (pavement rehabilitation and microsurfacing). Each road segment will include separate costs for pavement maintenance and a separate cost for curb ramp retrofits. The total road segment cost will be the summation of these two costs. Curb ramp project costs will be added to the Street Rehabilitation List and Preventative Maintenance List after the initial and updated scenarios are ran in StreetSaver, and should not be part of the StreetSaver analysis.
- Incorporate updated cost and treatment information in StreetSaver for use in developing new budget scenarios.

Task Deliverables

- Updated Streetsaver decision tree and treatment costs (electronic PDF format)

Assumptions

- City no longer utilizes full depth reclamation as a pavement rehabilitation treatment. The decision tree will be updated to include mill/inlay, overlay, reconstruction full (collector or arterial), and reconstruction light (local) treatments.
- City no longer utilizes chip seals as a preventative maintenance treatment. The decision tree will be updated to include slurry seal and microsurfacing treatments.

Task 4 – Street Rehabilitation List Update

Objective

The purpose of this task is to develop an updated list of street rehabilitation projects for the timeframe of 2025 to 2029. The focus will be on roads with PCI's of 50 and below and roads which have not received improvements for over 30 years. The plan will also consider neighborhoods to ensure funding is spread throughout the City. Low-cost projects to sustain existing average roads will also be sought to reduce increased cost in the future. Development of the project list will incorporate the recommended cost adjustments made as part of Task 3 and the most recent 2023 pavement inspections completed by the City. Other components of the Five Year Pavement Maintenance plan including utility needs, plan narrative development, and stakeholder outreach are addressed separately in other tasks below.

Activities

Under this task, the following work elements will be completed:

A. Data Collection & Initial Rehabilitation List Development

1. Coordinate with the City and the City's pavement management consultant (Capital Asset Pavement Services) to run two budget scenarios for use in ongoing planning. Scenarios will be for rehabilitation work only. Preventative maintenance work will be addressed separately, after the rehabilitation project list is established, but will be included in the overall plan. These scenarios are assumed to be a constrained (current) budget scenario for the street system, and a constrained (current) budget scenario for the street system

minus any new road that was added to the system since 2008. Both scenarios will be analyzed over a ten year timeframe. Although a five year timeframe is the ultimate goal for the plan, a ten year scenario will be used to obtain a list of extra streets that could be paved in case actual funding allows for extra work to be completed, or a street within the list needs to be delayed. Obtain Excel output files for use in further analysis.

2. Review and compare the two scenario output files to the City provided PMUF Concept 10-year list (2024-2034). Provide preliminary recommendations to the City for potential adjustments to the City provided list. Coordinate with the City PM to incorporate the appropriate updates and create a working list/map in preparation for Pavement Workshop.
- B. *Pavement Workshop* - Prepare for and conduct a virtual 2-hour pavement rehabilitation list workshop with internal City operations and engineering staff. Consultant will provide graphics, tables, etc. as needed to facilitate the meeting. Two Consultant staff are assumed to attend. The purpose of the workshop will be to:
1. Confirm overall priorities established in the prior maintenance plans.
 2. Confirm assumptions and process used for prioritization of projects.
 3. Review the prioritized list.
 4. Seek feedback on criteria used for project prioritization and specific feedback regarding the planned rehabilitation for individual streets.
 5. Present potential conflicts as opportunities w/other CIP projects on needs. (Predicated on having literature reviews complete prior to this meeting.)
- C. *Refine Rehabilitation List* – After completion of the workshop, Consultant will incorporate feedback received and develop a refined rehabilitation project list for use in coordinating with City utility staff, development staff and CIP staff in Task 5 below. Consultant will incorporate the updated list and map to the City as part of the draft Five Year Plan under Task 7.

Task Deliverables

- Meeting agendas and minutes for the virtual workshop
- Street rehabilitation list and maps with comments incorporated into the Pavement Maintenance Plan (electronic PDF format)

Assumptions

- The City has completed some pre-work leading up to development of the project that will be incorporated into the initial rehabilitation list.
 - The City reviewed every road of PCI 50 and lower (utilizing 2020 PCI data), drove each road in 2023, and prioritized each road based on April 2023 visual conditions. The goal of this pre-work was to see if each road could fit into a plan over the next 5 to 10 years.
 - The City has coordinated with CIP and maintenance staff to see how the streets noted above coordinate with future City projects.
- Supporting materials to be developed to aid with review are anticipated to include an existing citywide PCI map, a working rehabilitation list and map (City's 5-10 year PMUF Concept merged with Budget

Scenario #1 incorporating ongoing updates), and map of the current funding scenario excluding streets added since 2008 (Budget Scenario #2).

- Two list and map iterations (initial development and final updates after the Pavement Workshop) will be completed. Utility and other coordination needs are anticipated to be minor and integrated into these iterations.
- Field review of the streets is not anticipated. Consultant will utilize the City's pre-work data along with a desktop review to verify pavement conditions and preliminary rehabilitation treatments as recommended by StreetSaver.

Task 5 – Utility, Development, and CIP Needs Coordination

Objective

The purpose of this task is to identify City and franchise utility, private development, and City CIP improvement projects for the next five years specifically relative to anticipated pavement rehabilitation projects prioritized in Task 4 above.

Activities

Under this task, the following work elements will be completed:

City Utility, Development, and CIP Workshop - Prepare for and conduct a virtual 2-hour Utility, Development, and CIP workshop with internal City staff. It is assumed the majority of this meeting will be focused on City utility projects, and that a portion of the meeting at the beginning or end will be dedicated to City development and CIP staff. Two Consultant staff are assumed to attend. This meeting will be held after the Pavement Workshop to focus on priority project areas identified in Task 4.C above.

Refine Rehabilitation List - After completion of the City Utility, Development, and CIP Workshop, Consultant will incorporate feedback received and develop a refined rehabilitation project list. Changes made to the list relative to the StreetSaver output will be documented in the project list spreadsheet. Changes may be made based on additional criteria including unique reasons stated in a comments column.

Task Deliverables

- Meeting agenda and minutes for the virtual workshop
- Street rehabilitation lists and maps with comments incorporated into the Pavement Maintenance Plan (electronic PDF format)

Assumptions

- One list and map iteration (updates after the Workshop) will be completed.
- City will send the draft rehabilitation list and graphics to franchise utilities for review. Franchise utilities will be allowed a 30-day review period to provide comments. City will provide comments and guidance to the Consultant for any requested changes to the list.

Task 6 – Preventative Maintenance List Update

Objective

The purpose of this task is to provide support to City staff in developing annual preventative maintenance projects (e.g. crack seal, slurry seal, and microsurfacing)).

Activities

Under this task, the following work elements will be completed:

1. Develop a preliminary preventative maintenance project list from StreetSaver based on the assumed budget and the final planned rehabilitation project list.
 - a. Indicate roads that are narrow or short in length and in a condition that City maintenance crews can construct these projects in-house.
 - b. Preventive maintenance scenarios will be analyzed over a five year timeframe
2. Prepare for and conduct a virtual 2-hour Preventative Maintenance Workshop with internal City operations staff and engineering staff. Consultant will provide graphics, tables, etc. as needed to facilitate the meeting. Two Consultant staff are assumed to attend. The purpose of the workshop will be to:
 - Confirm assumptions and process used for prioritizing projects.
 - Seek feedback on selection criteria used for project prioritization and specific feedback regarding the planned treatment for individual streets.
 - Determine other projects which may overlap with pavement maintenance work.
3. Incorporate feedback received and develop a final preventative maintenance project list and graphics.

Task Deliverables:

- Agenda and minutes for the virtual workshop
- Street preventative maintenance list and comments incorporated into the Pavement Maintenance Plan (electronic PDF format)

Assumptions

- Two list and map iterations (initial development and final updates after the Workshop) will be completed.
- Field review of the streets is not anticipated. Consultant will utilize the City's pre-work data along with a desktop review to verify pavement conditions and preliminary preventative maintenance treatments as recommended by StreetSaver.

Task 7 – Five Year Plan Documentation

Objective

Consultant will provide a draft plan with narrative, tabular data, and graphics for review by City staff.

Activities

The plan will include a summary of past successes derived from the technical memorandum from Task 2 and document process and recommendations as completed in the other tasks. Consultant will develop sections including an overview, source of input data, refinement of inputs, results of workshops, combining the various needs into a coordinated assessment, and prioritizing the combined project list. The plan will generally follow the same format as the prior plan.

Task Deliverables:

- Draft Five Year Pavement Maintenance Plan (electronic WORD/EXCEL/PDF format)
- Final Five Year Pavement Maintenance Plan (electronic PDF format)
- Electronic copies of the report and any supporting files

Task 8 – Stakeholder Presentations

Objective

The purpose of this task is to support the City with outreach for the plan

Activities

Consultant will co-present (one Consultant staff assumed) the Draft Five Year Plan with City staff to broader City stakeholder committees estimated as follows (quantity of meetings in parentheses):

- City Commission (1)

Task Deliverables:

- N/A

Assumptions

- City will prepare all materials needed for presentations/outreach including an article for a future edition of the Oregon City Trail News

Budget

Conсор proposes to perform this work on a time and expense basis with a total not to exceed amount of \$99,841 in accordance with the attached Exhibit B. Conсор's 2023 Schedule of Charges for Oregon City is attached as Exhibit C.

Project Schedule

It is anticipated that the Five Year Pavement Maintenance Plan will be completed by May 2024.



2023 SCHEDULE OF CHARGES

Personnel:

Labor will be invoiced by staff classification at the following hourly rates, which are valid from January 1, 2023 through December 31, 2023. After this period, the rates are subject to adjustment.

<u>Billing Classifications</u>	<u>2023 Rates</u>	<u>Billing Classifications</u>	<u>2023 Rates</u>
Principal Engineer VI	\$315.12	Construction Manager X	\$300.47
Principal Engineer V	\$303.54	Construction Manager IX	\$280.37
Principal Engineer IV	\$291.97	Construction Manager VIII	\$264.59
Principal Engineer III	\$279.10	Construction Manager VII	\$255.59
Principal Engineer II	\$268.81	Construction Manager VI	\$237.33
Principal Engineer I	\$258.52	Construction Manager V	\$219.08
Professional Engineer IX	\$246.95	Construction Manager IV	\$207.30
Engineering Designer IX	\$237.95	Construction Manager III	\$188.45
Professional Engineer VIII	\$235.37	Construction Manager II	\$174.91
Engineering Designer VIII	\$225.08	Construction Manager I	\$155.47
Professional Engineer VII	\$222.51	Quality Control Compliance Specialist	\$182.56
Engineering Designer VII	\$214.79	Inspector VII	\$219.08
Professional Engineer VI	\$212.22	Inspector VI	\$200.82
Engineering Designer VI	\$204.50	Inspector V	\$182.56
Professional Engineer V	\$199.36	Inspector IV	\$169.61
Engineering Designer V	\$191.64	Inspector III	\$150.76
Professional Engineer IV	\$187.78	Inspector II	\$136.04
Engineering Designer IV	\$187.78	Inspector I	\$116.61
Professional Engineer III	\$182.64	Technician IV	\$181.35
Engineering Designer III	\$182.64	Technician III	\$162.06
Engineering Designer II	\$167.21	Technician II	\$140.20
Engineering Designer I	\$154.34	Technician I	\$118.33
Principal III	\$327.98	Project Coordinator IV	\$175.63
Principal II	\$300.47	Project Coordinator III	\$162.93
Principal I	\$271.91	Project Coordinator II	\$146.00
Project Manager IV	\$262.38	Project Coordinator I	\$129.08
Project Manager III	\$249.69	Administrative III	\$128.62
Project Manager II	\$222.18	Administrative II	\$118.33
Project Manager I	\$194.67	Administrative I	\$104.18
Cost Estimator III	\$292.01		
Cost Estimator II	\$233.82		
Cost Estimator I	\$175.63		

Project Expenses:

Expenses incurred that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

CADD Hardware/Software	\$18.00/hour
Modeling and GIS Hardware/Software	\$10.00/hour
Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging, and Subsistence	At Cost

Outside Services:

Outside technical, professional, and other services will be invoiced at actual cost-plus 10 percent to cover administration and overhead.

FIVE YEAR PAVEMENT MAINTENANCE PLAN 2025 - 2029
CITY OF OREGON CITY, OR
PROPOSED FEE ESTIMATE

Item 7d.

Staff Name	LABOR CLASSIFICATION (HOURS)													
	Principal Engineer III	Professional Engineer VIII	Engineering Designer III	Technician IV	Administrative III	Hours	Labor	Subconsultants	Multiplier % Markup	Subconsultant Total with Markup	Expenses	CADD Units \$18/hr	GIS Units \$10/hr	Total
	\$279 Crop	\$235 Giesy	\$183 Castro	\$181 Harjala	\$129 Hamlen-Gomez			CAPS						
Task 1 - Project Management and Coordination														
Overall PM and Coordination	4	8				12	\$ 3,074		1.1	\$ -	\$ -	\$ -	\$ -	\$ 3,074
Monthly Invoices and Status Report (8 months)	4	8			4	16	\$ 3,602		1.1	\$ -	\$ -	\$ -	\$ -	\$ 3,602
Schedule		1				1	\$ 241		1.1	\$ -	\$ -	\$ -	\$ -	\$ 241
Project Check-in Meetings (2)	2	2				4	\$ 1,055		1.1	\$ -	\$ -	\$ -	\$ -	\$ 1,055
Task 1 Subtotal	10	19	0	0	4	33	\$ 7,972	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 7,972
Task 2 - Five Year PMUF Review														
Preliminary Document Review	1	4	12			17	\$ 3,498		1.1	\$ -	\$ -	\$ -	\$ -	\$ 3,498
Draft/Final 2008-2023 Project Cost Analysis Tech Memo	2	16	24			42	\$ 8,925		1.1	\$ -	\$ -	\$ -	\$ -	\$ 8,925
Task 2 Subtotal	3	20	36	0	0	59	\$ 12,423	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 12,423
Task 3 - Cost Analysis														
Treatment updates	1	2	4			7	\$ 1,517		1.1	\$ -	\$ -	\$ -	\$ -	\$ 1,517
Unit price updates	1	4	8			13	\$ 2,749		1.1	\$ -	\$ -	\$ -	\$ -	\$ 2,749
Curb ramp cost analysis	1	4	8			13	\$ 2,749		1.1	\$ -	\$ -	\$ -	\$ -	\$ 2,749
Incorporate updated cost recommendations		1	2			3	\$ 616	\$ 850	1.1	\$ 935	\$ -	\$ -	\$ -	\$ 1,551
Task 3 Subtotal	3	11	22	0	0	36	\$ 7,631	\$ 850		\$ 935	\$ -	\$ -	\$ -	\$ 8,566
Task 4 - Street Rehabilitation List Update														
Run budget scenarios		2				2	\$ 483	\$ 5,100	1.1	\$ 5,610	\$ -	\$ -	\$ -	\$ 6,093
Develop working rehabilitation list and supporting maps	8	16	48	16		88	\$ 18,109		1.1	\$ -	\$ -	\$ -	\$ 160	\$ 18,269
Pavement Workshop	2	6				8	\$ 2,020		1.1	\$ -	\$ -	\$ -	\$ -	\$ 2,020
Refined project list and map (2 iterations)	1	4	24	8		37	\$ 7,231		1.1	\$ -	\$ -	\$ -	\$ 80	\$ 7,311
Task 4 Subtotal	11	28	72	24	0	135	\$ 27,842	\$ 5,100		\$ 5,610	\$ -	\$ -	\$ 240	\$ 33,692
Task 5 - Utility, Development, and CIP Needs Coordination														
City Utility, Development, and CIP Workshop	2	6				8	\$ 2,020		1.1	\$ -	\$ -	\$ -	\$ -	\$ 2,020
Refine rehabilitation list (with info from Workshop)		2	4			6	\$ 1,231		1.1	\$ -	\$ -	\$ -	\$ -	\$ 1,231
Task 5 Subtotal	2	8	4	0	0	14	\$ 3,251	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 3,251
Task 6 - Preventative Maintenance List Update														
Preliminary preventative maintenance list and map	2	4	20	8		34	\$ 6,768	\$ 1,700	1.1	\$ 1,870	\$ -	\$ -	\$ 80	\$ 8,718
Preventative Maintenance Workshop	2	6				8	\$ 2,020		1.1	\$ -	\$ -	\$ -	\$ -	\$ 2,020
Update list and map and incorporate into plan	2	4	20	4		30	\$ 6,025		1.1	\$ -	\$ -	\$ -	\$ 40	\$ 6,065
Task 6 Subtotal	6	14	40	12	0	72	\$ 14,813	\$ 1,700		\$ 1,870	\$ -	\$ -	\$ 120	\$ 16,803
Task 7 - Five Year Plan Documentation														
Compile Draft Plan	4	16	40			60	\$ 12,493		1.1	\$ -	\$ -	\$ -	\$ -	\$ 12,493
Compile Final Plan	2	4	12			18	\$ 3,784		1.1	\$ -	\$ -	\$ -	\$ -	\$ 3,784
Task 7 Subtotal	6	20	52	0	0	78	\$ 16,276	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 16,276
Task 8 - Stakeholder Presentations														
One (1) presentation	3					3	\$ 858		1.1	\$ -	\$ -	\$ -	\$ -	\$ 858
Task 8 Subtotal	3	0	0	0	0	3	\$ 858	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 858
TOTAL - ALL TASKS	44	120	226	36	4	430	\$ 91,066	\$ 7,650		\$ 8,415	\$ -	\$ -	\$ 360	\$ 99,841

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7d.

1. Consultant Identification. Consultant shall furnish to City its taxpayer identification number, as designated by the Internal Revenue Service, or Consultant's social security number, as City deems applicable.

2. Payment.

(a) Invoices submitted in connection with this Agreement shall be properly documented and shall identify the pertinent agreement and/or purchase order numbers.

(b) City agrees to pay Consultant within thirty (30) days after receipt of Consultant's itemized statement. Amounts disputed by City may be withheld pending settlement.

(c) City certifies that sufficient funds are available and authorized for expenditure to finance the cost of the services to be provided pursuant to this Agreement.

(d) City shall not pay any amount in excess of the compensation amounts set forth in this Agreement, nor shall City pay Consultant any fees or costs that City reasonably disputes.

3. Independent Consultant Status.

(a) Consultant is an independent consultant and is free from direction and control over the means and manner of providing labor or services, subject only to the specifications of the desired results.

(b) Consultant represents that it is customarily engaged in an independently established business and is licensed under ORS chapter 671 or 701, if the services provided require such a license. Consultant maintains a business location that is separate from the offices of the City and bears the risk of loss related to the business as demonstrated by the fixed price nature of the contract, requirement to fix defective work, warranties provided and indemnification and insurance provisions of this Agreement. Consultant provides services for two or more persons within a 12-month period or routinely engages in advertising, solicitation or other marketing efforts. Consultant makes a significant investment in the business by purchasing tools or equipment, premises or licenses, certificates or specialized training and

Consultant has the authority to hire or fire persons to provide or assist in providing the services required under this Agreement.

(c) Consultant is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law (including applicable City or Metro business licenses as per Oregon City Municipal Code Chapter 5.04). Consultant shall furnish the tools or equipment necessary for the contracted labor or services. Consultant agrees and certifies that:

(d) Consultant is not eligible for any federal social security or unemployment insurance payments. Consultant is not eligible for any PERS or workers' compensation benefits from compensation or payments made to Consultant under this Agreement.

(e) Consultant agrees and certifies that it is licensed to do business in the State of Oregon and that, if Consultant is a corporation, it is in good standing within the State of Oregon.

4. Early Termination.

(a) This Agreement may be terminated without cause prior to the expiration of the agreed-upon term by mutual written consent of the parties or by the City upon ten (10) days written notice to the Consultant, delivered by certified mail, email, or in person.

(b) Upon receipt of notice of early termination, Consultant shall immediately cease work and submit a final statement of services for all services performed and expenses incurred since the date of the last statement of services.

(c) Any early termination of this Agreement shall be without prejudice to any obligation or liabilities of either party already accrued prior to such termination.

(d) The rights and remedies of the City provided in this Agreement and relating to defaults by Consultant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

5. No Third-Party Beneficiaries. City and

**STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT**

Item 7d.

Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

6. Payment of Laborers; Payment of Taxes.

(a) Consultant shall:

(i) Make payment promptly, as due, to all persons supplying to Consultant labor and materials for the prosecution of the services to be provided pursuant to this Agreement.

(ii) Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Agreement.

(iii) Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or materials furnished.

(iv) Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to the Consultant under this Agreement and, unless Consultant is subject to back-up withholding, the City will not withhold from such compensation or payments any amount(s) to cover Consultant's federal or state tax obligation.

(v) Pay all employees at least time and one-half for all overtime worked in excess of forty (40) hours in any one week, except for individuals excluded under ORS 653.100 to 653.261 or under 29 U.S.C. §§ 201 to 209 from receiving overtime.

(b) If the Consultant fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Agreement as such claim becomes due, the City may pay such claim to the person furnishing the labor or services and shall charge the amount of the payment against funds due or to become due to the Consultant by reason of this Agreement.

(c) The payment of a claim in this manner shall not relieve Consultant or Consultant's surety from obligation with respect to any unpaid claims.

(d) Consultant and subconsultants, if any, are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires provision of workers' compensation coverage for all workers.

7. Subconsultants and Assignment.

Consultant shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from the City. The City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to the Consultant.

8. Access to Records. City shall have access to all books, documents, papers and records of Consultant that are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcripts.

9. Ownership of Work Product; License. All work products of Consultant that result from this Agreement (the "Work Products") are the exclusive property of City. In addition, if any of the Work Products contain intellectual property of Consultant that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Consultant hereby grants City a perpetual, royalty-free, fully paid, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part (and to authorize others to do so), all such Work Products and any other information, designs, plans, or works provided or delivered to City or produced by Consultant under this Agreement. The parties expressly agree that all works produced (including, but not limited to, any taped or recorded items) pursuant to this Agreement are works specially commissioned by City, and that any and all such works shall be works made for hire in which all rights and copyrights belong exclusively to City. Consultant shall not publish, republish, display or otherwise use any work or Work Products resulting from this Agreement without the prior written agreement of City.

10. Compliance With Applicable Law.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT (4/2017)

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STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7d.

Consultant shall comply with all federal, state, and local laws and ordinances applicable to the services to be performed pursuant to this Agreement, including, without limitation, the provisions of ORS 279B.220, 279C.515, 279B.235, 279B.230 and 279B.270. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans With Disabilities Act of 1990 (Pub. L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation and other applicable statutes, rules and regulations.

11. Professional Standards. Consultant shall be responsible, to the level of competency presently maintained by others practicing in the same type of services in City's community, for the professional and technical soundness, accuracy and adequacy of all services and materials furnished under this authorization.

12. Modification, Supplements or Amendments. No modification, change, supplement or amendment of the provisions of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

13. Indemnity and Insurance.

(a) Indemnity. Consultant acknowledges responsibility for liability arising out of Consultant's negligent performance of this Agreement and shall hold City, its officers, agents, Consultants, and employees harmless from, and indemnify them for, any and all liability, settlements, loss, costs, and expenses, including attorney fees, in connection with any action, suit, or claim caused or alleged to be caused by the negligent acts, omissions, activities or services by Consultant, or the agents, Consultants or employees of Consultant provided pursuant to this Agreement.

(b) Workers' Compensation Coverage. Consultant certifies that Consultant has qualified for workers' compensation as required by the State of Oregon. Consultant shall provide the Owner, within ten (10) days after execution of this Agreement, a certificate of insurance evidencing

coverage of all subject workers under Oregon's workers' compensation statutes. The insurance certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to City. All agents or Consultants of Consultant shall maintain such insurance.

(c) Comprehensive, General, and Automobile Insurance. Consultant shall maintain comprehensive general and automobile liability insurance for protection of Consultant and City and for their directors, officers, agents, and employees, insuring against liability for damages because of personal injury, bodily injury, death, and broad-form property damage, including loss of use, and occurring as a result of, or in any way related to, Consultant's operation, each in an amount not less than \$2,000,000 combined, single-limit, per-occurrence/\$4,000,000 annual aggregate. Such insurance shall name City as an additional insured, with the stipulation that this insurance, as to the interest of City, shall not be invalidated by any act or neglect or breach of this Agreement by Consultant.

(d) Errors and Omissions Insurance Consultant shall provide City with evidence of professional errors and omissions liability insurance for the protection of Consultant and its employees, insuring against bodily injury and property damage arising out of Consultant's negligent acts, omissions, activities or services in an amount not less than \$500,000 combined, single limit. Consultant shall maintain in force such coverage for not less than three (3) years following completion of the project. Such insurance shall include contractual liability.

Within ten (10) days after the execution of this Agreement, Consultant shall furnish City a certificate evidencing the dates, amounts, and types of insurance that have been procured pursuant to this Agreement. Consultant will provide for not less than thirty (30) days' written notice to City before the policies may be revised, canceled, or allowed to expire. Consultant shall not alter the terms of any policy without prior written authorization from City. The provisions of this subsection apply fully to Consultant and its Consultants and agents.

**STANDARD CONDITIONS TO OREGON CITY
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Item 7d.

14. Legal Expenses. In the event legal action is brought by City or Consultant against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorney fees, costs, and expenses as may be set by a court. "Legal action" shall include matters subject to arbitration and appeals.

15. Severability. The parties agree that, if any term or provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

16. Number and Gender. In this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others or other whenever the context so requires.

17. Captions and Headings. The captions and headings of this Agreement are for convenience only and shall not be construed or referred to in resolving questions of interpretation or construction.

18. Hierarchy. The conditions contained in this document are applicable to every Personal Services Agreement entered into by the City of Oregon City in the absence of contrary provisions. To the extent there is a conflict, the terms of the Personal Services Agreement will control over the terms of the standard conditions. To the extent there is a conflict between the terms of the standard conditions and any other document, including the scope of services, the terms of the standard conditions shall control those other terms.

19. Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays and legal holidays in the State of Oregon, except that, if the last day of any period falls on any Saturday, Sunday or legal holiday, the period shall be extended to include the next day that is not a Saturday, Sunday or legal holiday.

20. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United

States mail, postage prepaid, or personally delivered to the addresses listed in the Agreement attached hereto. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

21. Nonwaiver. The failure of City to insist upon or enforce strict performance by Consultant of any of the terms of this Agreement or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights of any future occasion.

22. Information and Reports. Consultant shall, at such time and in such form as City may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims, and other information relative to the project as may be requested by City. Consultant shall furnish City, upon request, with copies of all documents and other materials prepared or developed in relation with or as a part of the project. Working papers prepared in conjunction with the project are the property of City, but shall remain with Consultant. Copies as requested shall be provided free of cost to City.

23. City's Responsibilities. City shall furnish Consultant with all available necessary information, data, and materials pertinent to the execution of this Agreement. City shall cooperate with Consultant in carrying out the work herein and shall provide adequate staff for liaison with Consultant.

24. Arbitration.

All disputes arising out of or under this Agreement shall be timely submitted to nonbinding mediation prior to commencement of any other legal proceedings. The subsequent measures apply if disputes cannot be settled in this manner.

(a) Any dispute arising out of or under this Agreement shall be determined by binding arbitration.

(b) The party desiring such arbitration shall give written notice to that effect to the other party

**STANDARD CONDITIONS TO OREGON CITY
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and shall in such notice appoint a disinterested person of recognized competence in the field as arbitrator on its behalf. Within fifteen (15) days thereafter, the other party may, by written notice to the original party, appoint a second disinterested person of recognized competence as arbitrator on its behalf. The arbitrators thus appointed shall appoint a third disinterested person of recognized competence, and the three arbitrators shall, as promptly as possible, determine such matter, provided, however, that:

(i) If the second arbitrator is not appointed as described above, then the first arbitrator shall proceed to determine such matter; and

(ii) If the two arbitrators appointed by the parties are unable to agree, within fifteen (15) days after the second arbitrator is appointed, on the appointment of a third arbitrator, they shall give written notice of such failure to agree to the parties and, if the parties fail to agree on the selection of the third arbitrator within fifteen (15) days after the arbitrators appointed by the parties give notice, then, within ten (10) days thereafter, either of the parties, on written notice to the other party, may request such appointment by the presiding judge of the Clackamas County Circuit Court.

(c) Each party shall each be entitled to present evidence and argument to the arbitrators. The determination of the majority of the arbitrators or the sole arbitrator, as the case may be, shall be conclusive on the parties, and judgment on the same may be entered in any court having jurisdiction over the parties. The arbitrators or the sole arbitrator, as the case may be, shall give written notice to the parties, stating the arbitration determination, and shall furnish to each party a

signed copy of such determination. Arbitration proceedings shall be conducted pursuant to ORS 33.210 et seq. and the rules of the American Arbitration Association, except as provided otherwise.

(d) Each party shall pay the fees and expenses of the arbitrator appointed by such party and one-half of the fees and expenses of the third arbitrator, if any.

25. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: Public Works Director John M. Lewis, PE

Agenda Date: 07/19/2023

SUBJECT:

Public Improvement Contract with ICON Construction and Development for the Main Street ADA Project (CI 22-013)

STAFF RECOMMENDATION:

Award the bid and authorize the City Manager to execute the Public Improvement Contract with ICON Construction and Development in the amount of \$460,144.50 for construction of the Main Street ADA Project (CI 22-013).

EXECUTIVE SUMMARY:

The Main Street ADA Project will make the intersections of Main Street at 12th and 13th Street compliant with the Americans with Disabilities Act. The project will also add curb "bulb outs" which shorten the crossing distance for pedestrians. Stormwater infrastructure impacted by the addition of the "bulb outs" will also be adjusted.

BACKGROUND:

Oregon City has been awarded a Community Development Block Grant (CDBG) to perform ADA Sidewalk & Ramp improvements on Main Street at the intersections of 12th and 13th Street.

The Downtown Bicycle and Pedestrian Needs Inventory completed in 2021 identified the following concerns with the intersections included in the grant:

- Main Street & 12th Street: High traffic volumes, faded crosswalk striping, and poor sightlines at some corners make for an uncomfortable pedestrian and bicyclist experience.
- Main Street & 13th Street: High traffic volumes and speeds, and no crosswalk striping, make for an uncomfortable pedestrian and bicyclist crossing experience.

The proposed project includes ADA ramp improvements on Main Street at the intersections of 12th and 13th Street. The existing intersections contain non-compliant ADA ramps, as well as, long uncomfortable crossings. The intersections are proposed to receive new ADA-compliant ramps as well as curb “bulb outs” which shorten the crossing distance for pedestrians (when appropriate), slow traffic, and control turning maneuvers which is anticipated to improve safety of the intersections for all users. Some existing stormwater infrastructure will be impacted by the addition of the “bulb outs” so they will be adjusted as needed.

On June 16 and 19, 2023, the project was advertised in the *Daily Journal of Commerce* and the City bid site in accordance with City and State contracting procedures. The bid opening was held on July 6, 2023 and three (3) bids were received. Staff and Wallis Engineering reviewed the bids and determined that ICON Construction and Development was the low responsive bidder. A minor mathematical error was identified in the ICON Construction and Development bid, which did impact the total bid amount. The error did not change the low bidder. Clackamas County, the grant administrator for the CDBG program also reviewed the bids for compliance with the grant program. The contract award value is four hundred sixty thousand, one hundred forty-four dollars and fifty cents (\$460,144.50).

The list below includes the bidders and bid amounts received for this project:

ICON Construction and Development	\$460,144.50
Emery & Sons	\$508,640.00
Kerr Contractors Oregon LLC	\$851,514.60
Engineer's Estimate	\$478,666.00

The apparent low bidder was 3.9% lower than the engineer's estimate.

Construction will begin in Summer 2023 and work is anticipated to be completed by Fall 2023.

OPTIONS:

1. Authorize the City Manager to execute the Contract.
2. Authorize the City Manager to execute the Contract with specific modifications.
3. Deny the Contract. If the Commission chooses to deny the Contract, staff requests direction on how to proceed.

BUDGET IMPACT:

Amount: \$460,144.50
 FY(s): 2024
 Funding Source(s): Transportation SDC

SECTION III A **CONTRACT AGREEMENT**

This Agreement, made and entered into this ____ day of _____, 20 __, between the CITY OF OREGON CITY (“CITY”), acting by and through the City Commission and **ICON Construction & Development** (“CONTRACTOR”).

Witnesseth, that the CONTRACTOR and the CITY, for the considerations stated herein, agree as follows:

ARTICLE I - Scope of Work

The CONTRACTOR hereby agrees to furnish all of the materials, equipment and labor necessary, and to perform all of the work for the project entitled: **MAIN STREET ADA IMPROVEMENTS (CI 21-013)** in accordance with the contract documents which are hereby made a part of this agreement.

The contract documents consist of:

Invitation to Bid Scope of Work Instructions to Bidders Bid Proposal and Bid Schedule Compliance with ORS 279C.840 Resident Bidder Status Certification of Drug Testing Program Non-Collusion Statement Asbestos Certification Registrations Certification of Non-Discrimination Certification of Compliance with Tax Law Bidder Responsibility Form Bid Bond First Tier Subcontractor Disclosure Form Customer Service Acknowledgment Form Contract Agreement Oregon City Public Improvement Standard Conditions Statutory Conditions to Contract Agreement Clackamas County Good Faith Effort Form 1 & 2	Performance Bond Payment Bond State of Oregon Statutory Public Works Bond General Conditions Prevailing Wage Rates for Public Works Contracts in Oregon, dated January 5, 2023 Amendments to the Prevailing Wage Rates for Public Works Contracts in Oregon dated January 11, 2023 Prevailing Wage Apprenticeship Rates dated April 5, 2023 Definitions of Covered Occupations for Public Works Contracts in Oregon dated July 1, 2018 Davis Bacon Wage Rates Special Provisions Contract Drawings City of Oregon City Standard Details Technical Specifications 2021 Oregon Standard Specifications for Construction (ODOT and APWA) as referenced by these documents All items included within these Contract Documents.
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The order of items cited above does not constitute an order of precedence different than that established in the special or standard specifications. Equivalent titles, which may be substituted for the above listed items, are included as if specifically named.

ARTICLE II - Time of Completion

The project shall be substantially complete by **October 13th, 2023** and ready for final acceptance by **October 27th, 2023** as identified in 00180.50(b) of the Special Provisions.

ARTICLE III – Contract Amount

The Contract Amount for the work covered by this Agreement is estimated to be **four hundred sixty thousand, one hundred forty-four dollars and fifty cents (460,144.50)**.

ARTICLE IV - Warranty and Quality of Work

In addition to all other warranties, express or implied, that are part of this Agreement, the Contractor expressly warrants to the City for a period of one year from acceptance of the work by the City that all materials and equipment furnished under this contract will be new, unless otherwise specified, and that the work will be of good quality, free from faults and defects and in conformance with the City's specifications. Work that does not conform to these standards shall be considered defective.

Contractor shall, at its own expense, make good and repair any and all defects arising from faulty workmanship or materials, if the defective work is discovered within the one-year warranty period and notice thereof is given to the Contractor within 60 days after the expiration of the warranty period. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment used to repair the defect.

In witness whereof, the parties hereto have executed this agreement, the day and year first above written.

CITY OF OREGON CITY**ICON CONSTRUCTION &
DEVELOPMENT**

By: _____
Anthony J. Konkol III
City Manager

Printed Name

By: _____
John M. Lewis, P.E.
Public Works Director

By: _____
Authorized Signature

Approved as to Legal Sufficiency

Title

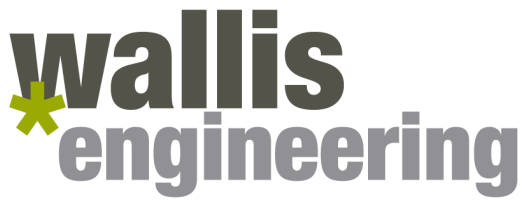
By: _____
City Attorney

Date

Address:

City Commission Award Date:

Federal Taxpayer ID Number



July 7th, 2023

Sang Pau
City of Oregon City
13895 Fir Street
Oregon City, Oregon 97045

RE: Main Street ADA Improvements – Recommendation to Award
W.E. Job No. 1561A
OC Project No. CI 22-013

Dear Mr. Pau:

We have reviewed the submitted bid from the apparent low bid received for the above referenced project. A total of three (3) bids were received ranging from \$460,144.50 to \$851,514.60. Based on the submitted bid documents, the apparent low bidder appears to be responsible and responsive.

The lowest responsive and responsible bid was submitted by ICON Construction and Development (ICON) from West Linn, OR in the amount of four hundred sixty thousand one hundred forty-four dollars and fifty cents (\$460,144.50). The Engineer's Opinion of Cost for the project totaled \$478,666.00 and the apparent low bid represents a 3.9% cost decrease under the estimated costs.

We have reviewed ICON's bid bond and have checked their current status relative to state licensing and found it to be in order along with verifying that the contractor is not listed on the debarred contractors list. ICON submitted the Clackamas County Good Faith Effort bidding form indicating that multiple bids were solicited from M/W/ESB subcontractors and that none of these subcontractors were included in their submitted bid.

We recommend that ICON's bid package be submitted to the Clackamas County grant liaison to ensure that all M/W/ESB bidding requirements have been met with the apparent low bidder prior to proceeding with award of the Contract.

Upon the City's award of the project, please fill out and sign, as applicable, the Notice of Award, Performance Bond, Payment Bond, Public Works Bond, and Contract Agreement forms and forward them to the Contractor.

Please note that in accordance with ORS 279B.135 a Notice of Intent to Award must be sent to other bidders prior to the City's award of a contract.

Sincerely,

A handwritten signature in blue ink, appearing to read "Wes Wegner", is written over a light blue horizontal line.

Wes Wegner, P.E.
WALLIS ENGINEERING

Client City of Oregon City
Project Main Street ADA Improvements (CI 22-013)
Bid Tabulation
Date: July 6, 2023

Apparent Low

Other Bidders

Item	Spec	Description	Units	Quantity	Engineers Estimate		ICON Construction and Development		Brown Contracting		Kerr Contractors	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
1	00197	Extra Work as Authorized	FA	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
2	00210	Mobilization	LS	1	\$ 37,000.00	\$ 37,000.00	\$ 65,000.00	\$ 65,000.00	\$ 45,000.00	\$ 45,000.00	\$ 85,000.00	\$ 85,000.00
3	00221	Temporary Work Zone Traffic Control, Complete	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 40,000.00	\$ 40,000.00	\$ 31,000.00	\$ 31,000.00	\$ 170,459.00	\$ 170,459.00
4	00280	Erosion Control	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 15,000.00	\$ 15,000.00	\$ 1,100.00	\$ 1,100.00	\$ 6,530.00	\$ 6,530.00
5	00290	Pollution Control Plan	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 1,525.00	\$ 1,525.00
6	00305	Construction Survey Work	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00	\$ 27,895.00	\$ 27,895.00
7	00310	Removal of Curbs	LF	378	\$ 8.00	\$ 3,024.00	\$ 35.00	\$ 13,230.00	\$ 23.00	\$ 8,694.00	\$ 7.15	\$ 2,702.70
8	00310	Removal of Walks and Driveways	SY	254	\$ 35.00	\$ 8,890.00	\$ 36.00	\$ 9,144.00	\$ 39.00	\$ 9,906.00	\$ 23.45	\$ 5,956.30
9	00310	Removal of Surfacings	SY	384	\$ 30.00	\$ 11,520.00	\$ 24.00	\$ 9,216.00	\$ 22.00	\$ 8,448.00	\$ 27.60	\$ 10,598.40
10	00310	Removal of Structures and Obstructions	LS	1	\$ 13,000.00	\$ 13,000.00	\$ 25,000.00	\$ 25,000.00	\$ 15,250.00	\$ 15,250.00	\$ 25,875.00	\$ 25,875.00
11	00320	Clearing and Grubbing	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 1,530.00	\$ 1,530.00
12	00405	Rock Excavation	CY	15	\$ 350.00	\$ 5,250.00	\$ 150.00	\$ 2,250.00	\$ 150.00	\$ 2,250.00	\$ 155.00	\$ 2,325.00
13	00405	Boulder Excavation	CY	15	\$ 250.00	\$ 3,750.00	\$ 150.00	\$ 2,250.00	\$ 200.00	\$ 3,000.00	\$ 155.00	\$ 2,325.00
14	00405	Trench Foundation	CY	10	\$ 150.00	\$ 1,500.00	\$ 75.00	\$ 750.00	\$ 244.00	\$ 2,440.00	\$ 291.50	\$ 2,915.00
15	00445	8-Inch D3034 PVC Storm Sewer Pipe, All Depths	LF	39	\$ 250.00	\$ 9,750.00	\$ 190.00	\$ 7,410.00	\$ 222.00	\$ 8,658.00	\$ 400.00	\$ 15,600.00
16	00445	8-Inch D3034 PVC Storm Sewer Pipe, All Depths with CLSM Backfill	LF	99	\$ 300.00	\$ 29,700.00	\$ 225.00	\$ 22,275.00	\$ 365.00	\$ 36,135.00	\$ 486.00	\$ 48,114.00
17	00445	18-Inch F679 PVC Storm Sewer Pipe, All Depths	LF	23	\$ 375.00	\$ 8,625.00	\$ 300.00	\$ 6,900.00	\$ 650.00	\$ 14,950.00	\$ 782.00	\$ 17,986.00
18	00470	Concrete Storm Sewer Manhole	EA	1	\$ 7,500.00	\$ 7,500.00	\$ 6,500.00	\$ 6,500.00	\$ 12,000.00	\$ 12,000.00	\$ 9,680.00	\$ 9,680.00
19	00470	Concrete Inlets, Type 1 1/2 A	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 5,500.00	\$ 5,500.00	\$ 4,500.00	\$ 4,500.00	\$ 3,850.00	\$ 3,850.00
20	00470	Catch Basins, Type G-2	EA	6	\$ 4,000.00	\$ 24,000.00	\$ 4,000.00	\$ 24,000.00	\$ 5,100.00	\$ 30,600.00	\$ 3,890.00	\$ 23,340.00
21	00490	Minor Adjustment of Manholes	EA	2	\$ 900.00	\$ 1,800.00	\$ 1,200.00	\$ 2,400.00	\$ 2,000.00	\$ 4,000.00	\$ 1,530.00	\$ 3,060.00
22	00490	Connection to Existing Structures	EA	3	\$ 1,250.00	\$ 3,750.00	\$ 2,500.00	\$ 7,500.00	\$ 3,300.00	\$ 9,900.00	\$ 2,718.00	\$ 8,154.00
23	00490	Connection to Existing Pipes	EA	5	\$ 1,500.00	\$ 7,500.00	\$ 1,500.00	\$ 7,500.00	\$ 4,200.00	\$ 21,000.00	\$ 2,252.00	\$ 11,260.00
24	00490	Adjusting Boxes	EA	8	\$ 500.00	\$ 4,000.00	\$ 900.00	\$ 7,200.00	\$ 355.00	\$ 2,840.00	\$ 1,053.00	\$ 8,424.00
25	00490	Replace Existing Inlet Top	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 2,100.00	\$ 2,100.00	\$ 2,715.00	\$ 2,715.00
26	00490	Rechanneling Existing Manholes	EA	2	\$ 1,250.00	\$ 2,500.00	\$ 1,500.00	\$ 3,000.00	\$ 1,800.00	\$ 3,600.00	\$ 1,725.00	\$ 3,450.00
27	00495	Trench Resurfacing, Temporary ACP, 2-Inch Depth	SY	88	\$ 50.00	\$ 4,400.00	\$ 45.00	\$ 3,960.00	\$ 85.00	\$ 7,480.00	\$ 47.80	\$ 4,206.40
28	00641	3/4 Inch - 0 Aggregate Base	CY	117	\$ 115.00	\$ 13,455.00	\$ 65.00	\$ 7,605.00	\$ 146.00	\$ 17,082.00	\$ 119.80	\$ 14,016.60
29	00744	Level 2, 1/2 Inch Dense ACP Mixture	TON	65	\$ 175.00	\$ 11,375.00	\$ 300.00	\$ 19,500.00	\$ 345.00	\$ 22,425.00	\$ 454.00	\$ 29,510.00
30	00759	Concrete Curbs, Curb and Gutter	LF	419	\$ 65.00	\$ 27,235.00	\$ 40.00	\$ 16,760.00	\$ 84.00	\$ 35,196.00	\$ 181.80	\$ 76,174.20
31	00759	Concrete Curbs, Standard Curb	LF	187	\$ 60.00	\$ 11,220.00	\$ 40.00	\$ 7,480.00	\$ 77.00	\$ 14,399.00	\$ 127.00	\$ 23,749.00
32	00759	Concrete Walks	SF	3451	\$ 32.00	\$ 110,432.00	\$ 15.50	\$ 53,490.50	\$ 25.00	\$ 86,275.00	\$ 41.00	\$ 141,491.00
33	00759	Concrete Spillways	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 600.00	\$ 600.00	\$ 1,100.00	\$ 1,100.00	\$ 2,990.00	\$ 2,990.00
34	00865	Thermoplastic, Sprayed, Surface, Non-Profiled	LF	482	\$ 5.00	\$ 2,410.00	\$ 7.00	\$ 3,374.00	\$ 11.00	\$ 5,302.00	\$ 15.00	\$ 7,230.00
35	00867	Pavement Bar, Type B-HS	SF	554	\$ 20.00	\$ 11,080.00	\$ 25.00	\$ 13,850.00	\$ 15.00	\$ 8,310.00	\$ 22.00	\$ 12,188.00
36	00905	Remove and Reinstall Existing Signs and Supports	LS	1	\$ 18,000.00	\$ 18,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ 4,500.00	\$ 18,360.00	\$ 18,360.00
37	01020	Roadside Restoration	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 10,000.00	\$ 10,000.00	\$ 2,200.00	\$ 2,200.00	\$ 5,330.00	\$ 5,330.00
TOTAL (ITEMS 00197 TO 01020)						\$ 478,666.00	-3.9%	\$ 460,144.50	6.3%	\$ 508,640.00	77.9%	\$ 851,514.60

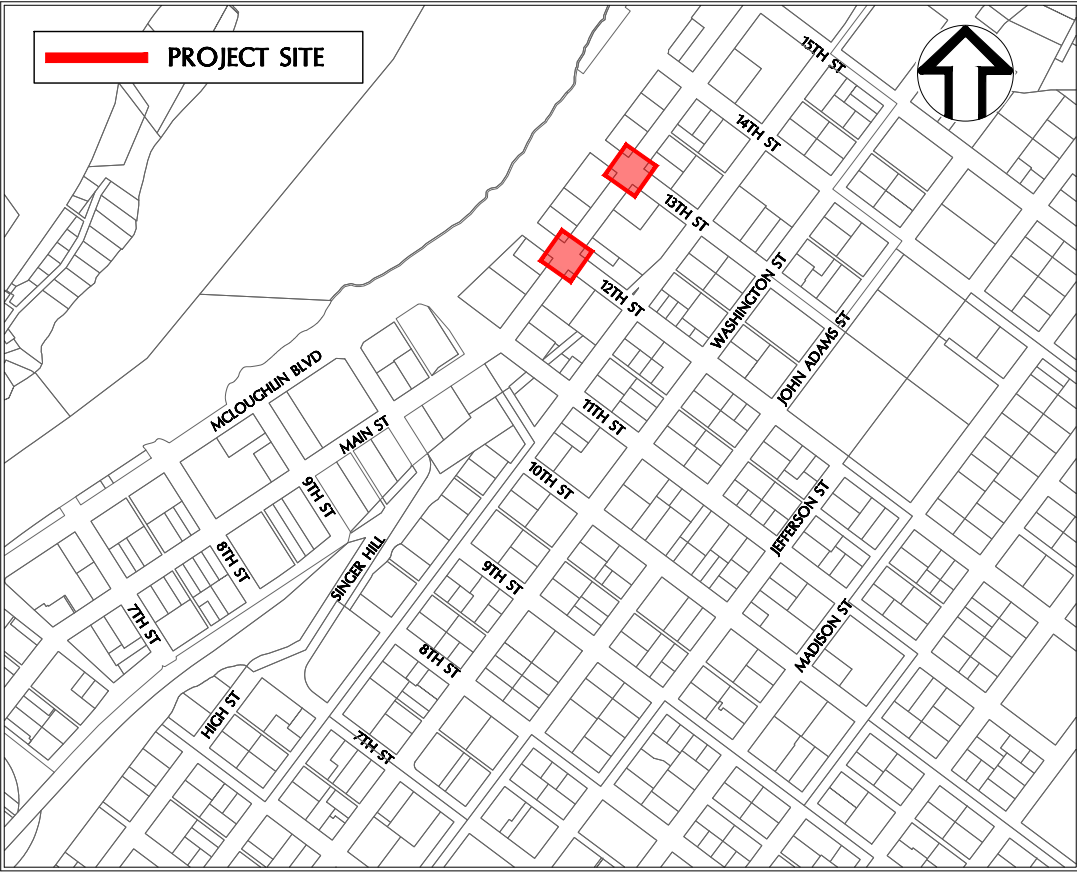
Note: Items in Red are corrections from the original bid proposal form.

CITY OF OREGON CITY

MAIN STREET ADA IMPROVEMENTS

OC PROJECT NO. CI 22-013

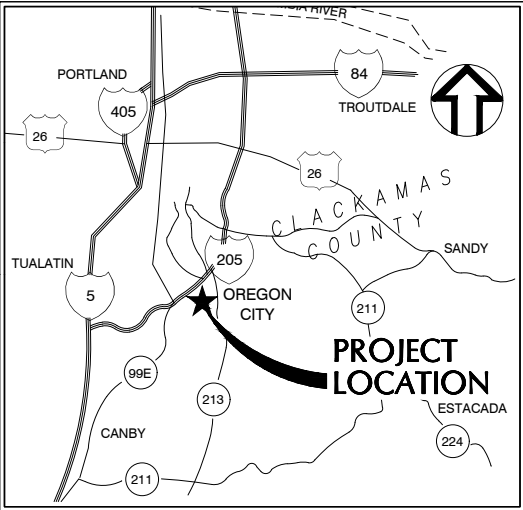
JUNE 2023



PROJECT SITE MAPS

NOT TO SCALE

Attention Excavators: Oregon Law requires the contractor to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. The contractor may obtain copies of these rules from the center by calling (503) 232-1987 or by accessing the Internet at www.state.or.us/government.htm. The contractor must notify the center at least 2 business days, but not more than 10 business days, before commencing an excavation. Call (503) 246-6699.



LOCATION MAP

NOT TO SCALE



Civil Engineer: Wallis Engineering
215 W. 4th Ave., Suite 200
Vancouver, Washington 98660
(360) 695-7041
Contact: Wes Wegner, P.E.



Owner: City of Oregon City
P.O.Box 3040
13895 Fir Street - 2nd Floor
Oregon City, Oregon 97045
Oregon City Public Works Department
Contact: Sang Pau, Project Manager
(971) 204-4629
Contact (Sewer/Storm): Eric Hand
(971) 204-4600
Contact (Water): Kevin Hanks
(971) 204-4600
Contact (Street Division): Jayson Thornberg
(971) 204-4600

Other Agencies:

Portland General Electric
(503) 908-4394
Contact: Ron Snodgrass

Clackamas County Traffic Maintenance
(503) 650-3713
Contact: Rich Gandy

NW Natural
(503) 226-4211 Ext. 2967
Contact: Richard Girard

Century Link (Lumen)
(564) 888-2020
Contact: Don Sheeran

Comcast
(503) 813-0458
Contact: Caleb Giles

Compass Land Surveyors
(503) 653-9093
Contact: Don Devlaeminck

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C6	12TH STREET & MAIN STREET RAMP PLAN – SOUTH
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CITY OF OREGON CITY

CITY COMMISSION WORK SESSION - REVISED MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Tuesday, June 13, 2023 at 6:00 PM

CONVENE WORK SESSION AND ROLL CALL

Mayor McGriff convened the meeting at 6:02 PM.

PRESENT: 5 – Commissioner Mike Mitchell, Commissioner Rocky Smith, Commissioner Adam Marl, Commissioner Frank O'Donnell, Mayor Denyse McGriff

STAFFERS: 9 - City Manager Tony Konkol, Parks and Recreation Director Kendall Reid, Economic Development Manager James Graham, Police Chief James Band, Finance Director Matt Zook, Library Director Greg Williams, Public Works Director John Lewis, IT Director Mike Dobaj, Assistant City Recorder Angelique Nomie

FUTURE AGENDA ITEMS

1. List of Future Work Session Agenda Items

Tony Konkol, City Manager, presented a list of agenda items to be considered at the next month's City Commission Work Session. The list included the following items:

1. *Environmental Services State of the District Presentation*
2. *Update on Parks Master Plan*
3. *Natural Resources Committee Work Plan*
4. *Discussion with the Promenade Charter Park*
5. *Business License Amendments for Events*
6. *Elected Officials and Nonprofits*

Commissioner Mitchell requested that the topic of Commission Policies and Rules of Procedure be entered into an upcoming agenda.

DISCUSSION ITEMS

2. City Commission 2021 – 2023 Goals Update

Tony Konkol, City Manager, presented an outline of City Commission goals for 2021-2023. He discussed implementation of the 2.4 IT Strategic Plan, which involves City website updates and improvements in utilizing cloud storage.

Mr. Konkol discussed Strategy 2.5, which encompasses completing the Parks Master Plan and updating the system development fees. Mayor McGriff asked if the Commission would be considering more sources of funding in addition to Systems Development. Mr. Konkol said that there would be opportunity to discuss that possibility.

Mr. Konkol discussed Strategy 2.6, which is to assess the communication infrastructure and equipment. He reported that options to provide fiber optic internet service for Oregon City were under review.

Mr. Konkol discussed Strategy 2.7, which encompasses the development of a City-wide Master Plan with a global review of a large number of City buildings, and a 20-year sustainability plan. Commissioner Mitchell asked when the plan was likely to come before the Commission, and Mr. Konkol estimated that it would be presented in October or November.

Mr. Konkol discussed Goal 3.1, which is to refine and improve the engagement strategy with the Communications Department. This goal will be implemented in part through the City website redesign. When asked, Mr. Konkol explained that the new website was not yet ready for a preview.

Mr. Konkol discussed another goal, the prioritization and implementation of the City's Economic Development Strategy. This goal involves support of local businesses, updating the business license process, and examining destination marketing organization opportunities.

Mr. Konkol discussed Goals 6.1 and 6.2. These goals involve updating the City code to provide additional housing opportunities. Mr. Konkol reported that progress had been made toward these goals through addressing middle housing options. These two goals are on hold until the State legislation session is complete. The Commission had approved hiring a consultant to assist in creating plans that consider potential new legislation.

Finally, Mr. Konkol described Goal 7.1, which is to establish relationships with the tribes that have shared history with Oregon City. He reported engagement with the Confederated Tribes of Grand Ronde on the development project on Water Avenue, and with the Confederated Tribes of the Umatilla Indian Reservation on the Cayuse Five Memorial.

3. Oregon City Loop Trail Plan Update

John Lewis, Public Works Director, introduced a project update presentation by Kara Hall, consultant project manager for the Oregon City Loop Trail. Mr. Lewis explained that although the project also affects the Parks Department, the Public Works Department is taking the lead on it. The presentation covered information about four trails: Meyers to Beavercreek (S22), Gaffney Road (S24), Meyers Road (S 23), and Orchard Road (S30).

Mayor McGriff voiced concerns about a portion of S22 situated on the same side of the road as overhead power lines. Ms. Hall explained that the power company had been consulted and, at their request, the proposed trail plans maintained fifty feet of distance from power lines and provided maintenance access.

Commissioner O'Donnell asked if the City currently has right-of-way in areas where trails are planned. Mr. Lewis answered that, for the most part, these areas were on City-owned property on part of public right-of-way. The City would need to acquire an easement or right-of-way for the trail portion planned to traverse the parking lots of two shopping centers. Commissioner O'Donnell questioned the aesthetic experience of a trail traversing a parking lot, and Mr. Lewis explained that this portion of the trail was utilitarian, allowing pedestrians to access the school or the shopping district from residential neighborhoods.

There was discussion about alternative routes for S22 to avoid power lines, and Mayor McGriff accepted Mr. Lewis's offer to examine these options and provide cost estimates.

Commissioner Mitchell asked about the factors driving decisions about building priorities. Mr. Lewis responded that the priorities were areas currently under development or redevelopment and areas where grant funding was applicable.

There was consensus that a future City Commission discussion should cover which trail projects to prioritize.

4. Financial Recap of Various Parks Donations Funds

Matt Zook, Finance Director, presented research on the past twenty years' records of City Parks donations funds and how they were handled and identified. Mr. Zook discussed three reports. The first concerned the history of the fund first labeled the Parks and Recreation Trust Fund, later renamed the Parks and Recreation Trust Fund, and later renamed the General Fund: Parks and Recreation Donation Department. The second report provided an overview of the distribution of Parks and Recreation funds. The third report concerned the national fund of limited duration which had been called the Ermatinger Preservation Trust Fund. Mr. Zook also explained that his team had completed a research project on all the financial reports and audits related to these items, and that a 332-page document of that research was available for the Commissioners' review. Finally, Mr. Zook explained that in future budget documents, distinction would be made regarding the individual funds for individual park departments.

Commissioner Smith expressed gratitude for the report and emphasized its importance.

Commissioner Mitchell asked if the budgets for Ermatinger House and the End of the Oregon Trail Interpretive Center would be tracked separately in the future. Mr. Zook explained that they would be tracked separately, starting at the beginning of the new fiscal year on July 1, 2023. Commissioner Mitchell asked about a recent large expenditure of money from the RV Dump category, and asked how decisions were made about where to dedicate money from specific categories. Kendall Reid, Parks and Recreation Director, explained that money from the RV Dump category was generally utilized for Clackamette Park projects. Mayor McGriff mentioned that the Environmental Services Agency had expressed interest in relocating the Clackamette Park RV site to an area on one of their properties.

There was discussion about how various donation funds are classified for spending. Mr. Konkol explained that when a specific beneficiary is named for a donation or donation drive, that information would be clearly delineated in the financial reports.

CITY MANAGER'S REPORT

5. Update on City Projects

Mr. Konkol provided an update on current City projects. He reported that a portion of the Ermatinger House property had recently been approved as a charter park, and the Dement Park had not been approved as a charter park. He reported that City Staff is preparing to bring the McLoughlin Promenade before the Commission for a work session discussion in July or August, following a recent property survey.

Mayor McGriff asked if agreement about interpretive sign design for the Cayuse Five Memorial was forthcoming, and Mr. Konkol replied that discussions were ongoing. Commissioner O'Donnell asked if consensus had been reached regarding the site's footprint, and Mr. Konkol reported that the decision-making process was not complete, but that research had been done into minimizing ground disturbance.

Commissioner Marl asked whether the right-of-way attorney whom the City had recently hired was working on the Promenade and Canemah projects. Mr. Konkol answered that the attorney's role was to assist the Right-of-Way Management Program, and that she was also conducting an audit.

COMMISSION COMMITTEE REPORTS

6. Commissioner O'Donnell - South Fork Water Board

Commissioner O'Donnell had nothing new to report regarding the South Fork Water Board.

7. Commissioner Smith

- Clackamas Heritage Partners
- Oregon City Tourism Stakeholder's Group
- South Fork Water Board

Commissioner Smith reported that the Clackamas Heritage Partners and the Oregon City Tourism Stakeholder's Group had not met since his last report. He reported that the Oregon City Heritage Coordinating Committee had arranged a float at Portland's recent Rose Festival Parade, which, along with the Oregon City High School's band, provided good representation for Oregon City at the Rose Festival.

8. Commissioner Marl

- Citizen Involvement Committee Liaison
- Clackamas County Coordinating Committee (C4)
- Clackamas County I-205 Tolling Diversion Committee
- Youth Advisory Committee Liaison

Commissioner Marl reported that the last CIC meeting had featured a budget discussion with Bob LaSalle, an update from John Lewis regarding Public Works projects and Capital Improvement projects, and a presentation from Assistant City Attorney Carrie Richter regarding recent concerns about political speech on City-funded postcards.

Commissioner Marl reported that the C4 and Tolling Diversion committees had not met since his last report. He reported that the Youth Advisory Commission had met on the previous day and received a tour and Q & A opportunity with Captain Davis. Commissioner Marl reported that several members of the Youth Advisory Committee reported coming away with a stronger understanding and less skeptical opinion of policing in Oregon City.

9. Commissioner Mitchell

- Clackamas County Coordinating Committee (C4) – Metro Subcommittee
- Clackamas County I-205 Tolling Diversion Committee (alternate)
- Metro Policy Advisory Committee (MPAC) (alternate)

Mayor McGriff asked Commissioner Mitchell if he felt further discussion should be scheduled regarding the content of Neighborhood Association mailings, and he agreed that such a discussion should take place.

Commissioner Mitchell reported that the C4 Metro Subcommittee met on May 17, 2023 and discussed the regional transportation plan. A 45-day comment period regarding the plan was set to open soon. The Committee expects \$73 billion of funding during the timeframe of the Regional Transportation Plan, which extends until 2045. Their list includes approximately 800 projects, ten of which utilize 50% of the funding. Commissioner Mitchell reported that the C4 Metro Subcommittee had admitted a lack of investment on the edges of the Metro boundary, and he suggested that this lack ought to be addressed. Mayor McGriff asked for details regarding the amount of funding projected, and Commissioner Mitchell said that he expected to receive more details regarding this at the next meeting.

10. Mayor McGriff

- Clackamas Water Environment Services Policy Committee
- Clackamas Heritage Partners (alternate)
- Downtown Oregon City Association Board
- Metro Policy Advisory Committee (MPAC)
- Oregon City Tourism Stakeholder's Group

City Commission Work Session - REVISED Minutes**June 13, 2023**

- South Fork Water Board
- Willamette Falls and Landings Heritage Area
- Willamette Falls Legacy Project Liaisons
- Youth Advisory Committee Liaison

Mayor McGriff reported that the budget of the Clackamas County Water Environmental Services Policy Committee had recently been approved. She reported that the Downtown Oregon City Association was in the process of hiring an Interim Director. Mayor McGriff reported that the Metro Policy Advisory Committee would be meeting the following week.

Regarding the South Fork Water Board, Mayor McGriff reported that Pump No. 5 at the intake station had been rebuilt, that the intake station had double redundancy with five pumps, and that a design bearing issue had arisen, which South Fork resolved with no additional cost. The Board had adopted a budget with an amendment to add a cyber security audit. Mayor McGriff discussed the American Water Works Conference which she was currently attending, where a lack of qualified water professionals was a significant topic.

Mayor McGriff reported that the upcoming Willamette Falls and Landings Heritage Area meeting would address the revised agreement for the National Heritage Area and that a work session regarding involvement from persons outside the Grande Ronde tribes would be scheduled soon, facilitated by a consultant.

Mayor McGriff reported that her upcoming meetings included a City Staff meeting, and a Metropolitan Mayor's Consortium, where HB 3414 would be discussed. She also reported that the State of the Public Safety event would take place on June 27, 2023 and that the Juneteenth Library event would take place the upcoming Saturday.

ADJOURNMENT

Mayor McGriff adjourned the meeting at 7:26 PM.

Respectfully submitted,

Jakob S. Wiley, City Recorder



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: Public Works Director John M. Lewis, PE

Agenda Date: 07/19/2023

SUBJECT:

Resolution No. 23-21 Adjusting Solid Waste Collection and Disposal Rates Effective September 1, 2023

STAFF RECOMMENDATION:

Adopt Resolution No. 23-21, establishing the Solid Waste Collection and Disposal Rate Schedule as set forth in Exhibit A, effective September 1, 2023.

EXECUTIVE SUMMARY:

Ordinance No. 06-1001 was adopted February 1, 2006, establishing an agreement between the City of Oregon City and the Oregon City Garbage Company, Inc. (dba B&B Leasing) to provide solid waste hauling services. The City proceeded to develop OCMC 8.20 Solid Waste Collection and Disposal granting Oregon City Garbage Co. exclusive right, privilege, and franchise to provide solid waste collection and disposal services within Oregon City.

BACKGROUND:

OCMC Chapter 8.20.130 provides that rates shall be approved by the City Commission. The City Commission shall establish, and as considered necessary from time to time, change rates by resolution. The franchisee is currently requesting a rate increase due to the increased cost of recycling and providing garbage collection services. In determining the appropriate rate to be charged by the franchisee, the City Commission shall consider all appropriate factors, including the following:

- A. The cost of performing the service provided by the franchisee;
- B. The anticipated increase in the cost of providing this service;
- C. The need for equipment replacement and the need for additional equipment to meet service needs; compliance with federal, state, local law, ordinances, and regulations; or technological change;
- D. The investment of the franchisee, the value of the business, and the necessity that the franchisee has a reasonable rate of return;

- E. The rates charged in other cities of similar size within other relevant jurisdictions for similar service in comparable service areas;
- F. The public interest in ensuring reasonable rates to enable the franchisee to provide efficient and beneficial service to the residents and other users of the service;
- G. The local wage scales, cost of management facilities, and disposal fees or charges;
- H. Any profit or cost savings resulting from recycling, and any additional costs resulting from recycling.

Oregon City's last solid waste collection and disposal rate change was adopted in 2021 by Resolution No. 21-55 establishing the current rates as shown in Exhibit B. The current request (Exhibit A), for a rate adjustment of 9.5% which reflects a \$2.85 price adjustment for a 35-gallon residential service. The rate request is due to labor cost, regional disposal fee increases, revenue adjustment, and franchise fees. Comparably, after the rate adjustment, Oregon City disposal fees are still the lowest fee in the Metro area. The 20-gallon and 35-gallon residential service have a \$0.63 and \$0.89 savings compared to other local municipality collection and disposal fees.

The proposed 9.5% rate adjustment is projected to increase the franchise fee revenue by \$29,842 over a one-year period.

OPTIONS:

1. Approve Resolution No. 23-21 as proposed.
2. Approve Resolution No. 23-21, with specific modifications.
3. Deny Resolution No. 23-21. If the Commission chooses to deny the Resolution, staff requests direction on how to proceed.

BUDGET IMPACT:

Amount: Estimated 12 Month Revenue Increase \$29,842

FY(s): Annual

Funding Source(s): Franchise Fee

RESOLUTION NO. 23-21

**A RESOLUTION ADJUSTING SOLID WASTE COLLECTION AND DISPOSAL RATES
EFFECTIVE SEPTEMBER 1, 2023**

WHEREAS, Ordinance No. 06-1001 was adopted February 1, 2006. Under said Ordinance, an agreement was entered into between the City of Oregon City and Oregon City Garbage Company, Inc. (dba B&B Leasing) for a Solid Waste Collection and Disposal Franchise; and

WHEREAS, Chapter 8.20.130 of the Oregon City Municipal Code, provides that rates shall be approved by the City Commission and established by resolution; and

WHEREAS, the Franchisee is currently requesting a rate increase due to increased costs of metro disposal fees and labor cost; and

NOW, THEREFORE, BE IT RESOLVED that the Rate for Solid Waste Services provided by Oregon City Garbage Company, Inc. (dba B&B Leasing), an Oregon Corporation, shall be set forth in the attached Exhibit A and said rates shall be the maximum rates chargeable by the Franchisee.

BE IT FURTHER RESOLVED that the new Rate Schedule set forth in Exhibit A shall be effective September 1, 2023.

Adopted, signed and approved this 19th day of July, 2023.

DENYSE C. MCGRIFF , Mayor

Attested to this 19th day of July, 2023

Approved as to legal sufficiency:

Jakob S. Wiley, City Recorder

City Attorney

Post Office Box 1840
Oregon City, OR 97045
503-656-8403
Fax: 503-656-0320
www.oregoncitygarbageco.com



OREGON CITY
GARBAGE
Company, Inc.

May 19th, 2023

John M. Lewis
Public Works Director
City of Oregon City
13895 Fir Street
Oregon City, OR 97045

RE: Oregon City Garbage Rate Adjustment

Dear Mr. Lewis,

Oregon City Garbage Company is privileged to provide solid waste services to the City of Oregon City. Since 1935, we have been a community partner, providing trash, recycling, and yard debris collection to residential customers, trash and recycling services to commercial customers, and Drop Box services to customers in Oregon City. We are committed to providing the best quality of service in the industry. Our company is headquartered in Oregon City, many of our employees live here, and we take pride in being a part of this community.

Each year the Clackamas County Solid Waste & Sustainability Department reviews the financial results of each franchise in the County in partnership with an outside consulting firm that specializes in solid waste financial analysis to examine and pressure test the data submitted. Expenses are adjusted to eliminate costs that are allowed for tax purposes but not allowed for determining collection fees.

The County's policy, and the general policy in this area, is to measure the health of the solid waste collection system within a range of 8% to 12% return on revenues, often targeting a 10% return. The 10% is intended to pay income taxes, to be allocated to reserves to run operations, to pay for capital purchases, and then to provide a return to owners. With a 10% return on revenues, the business owner generally nets approximately 4% in returns. In 2022, the City of Oregon City fell below this standard range, underscored by three straight years of increased disposal costs at Metro Transfer Stations, increased recycling costs, increased fuel costs, and a higher-than-usual inflationary environment. More specifically, disposal is our highest cost component, and those costs have increased from \$98.35 a ton in 2020 to \$137.30 a ton (taking effect July 1st, 2023), an increase of 39.6% from July 2019 to July 2023.

We are requesting a rate adjustment of 9.5% to cover these higher costs, which are itemized in the *Rate Adjustment Breakdown* attachment. We believe the proposed rates, detailed in the *Proposed Rate Schedules* attachment, are reasonable based on comparative rates and increased costs and are sufficient to meet our company's present needs.

Most Oregon City residents use 35-gallon carts and would see an increase of \$2.85 a month, taking their monthly bill from \$29.96 to \$32.81. These rates remain highly favorable compared to other nearby city and county jurisdictions, as outlined in the *City/County Comparison of Rates* and *10-Year Comparison of County Rate Increases, CPI Increases, and Oregon City Rate Increases* attachment.

We appreciate your consideration of this rate adjustment.

Respectfully,



Will Mathias
Oregon City Garbage Company

Attachments:

- (1) Rate Adjustment Breakdown
- (2) City/County Comparison of Rates
- (3) 10-Year Comparison of County Rate Increases, CPI Increases, and Oregon City Rate Increases
- (4) Proposed Rate Schedules

Attachment #1

Rate Adjustment Breakdown

Rate Adjustment Breakdown	
Disposal & Processing Costs	5.17%
Fuel	1.97%
Inflation	1.51%
Franchise Costs	0.34%
Labor	0.31%
Look Back Adjustment	0.21%
Total	9.50%

Attachment #2

City/County Comparison of Rates

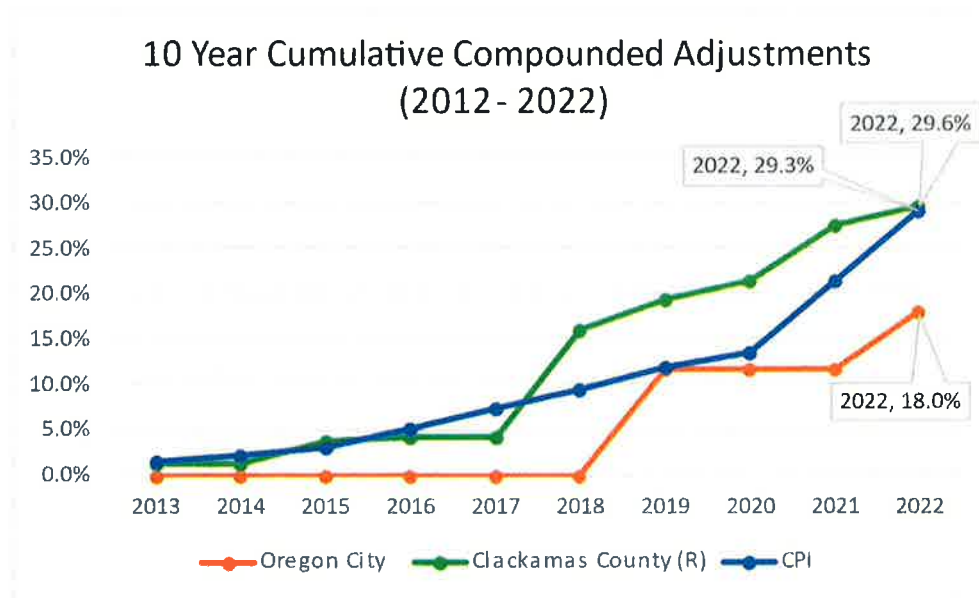
	Oregon City + 9.5%	Gladstone Proposed **	Clackamas Co. (R) Proposed *	Milwaukie 09/01/22	Portland Proposed *	Lake Oswego 01/01/23	West Linn 07/01/22
20G Cart	26.66	27.29	28.85	31.35	33.95	26.84	27.00
35G Cart	32.81	33.66	33.70	35.95	38.95	36.17	32.18
65G Cart	44.17	45.76	46.85	46.55	43.60	53.76	51.54
95G Cart	47.76	49.50	54.25	54.75	49.90	56.33	56.57

* Proposed rates, expected to increase on 7/1/23

** Proposed rates, expected to increase this year (exact date TBD)

Attachment #3

10-Year Comparison of County Rate Increases, CPI Increases, and Oregon City Rate Increases



2012 to 2022 Comparison (Current Rates)	2012	2022	\$ Δ	% Δ
	35 Gal Rate	35 Gal Rate		
Oregon City	25.38	29.96	4.58	18.0%
Clackamas County (R)	25.30	32.80	7.50	29.6%

2012 to 2023 Comparison (Proposed Rates)	2012	2023 *	\$ Δ	% Δ
	35 Gal Rate	35 Gal Rate		
Oregon City	25.38	32.81	7.43	29.3%
Clackamas County (R)	25.30	33.70	8.40	33.2%

* Proposed Rates

Attachment #4

Proposed Rate Increases

Service	Current Rates	Proposed Adjustment	Proposed Rates	Proposed Increase
Residential Cart				
20 Gal Weekly	\$ 24.35	\$ 2.31	\$ 26.66	9.50%
35 Gal Weekly	\$ 29.96	\$ 2.85	\$ 32.81	9.50%
65 Gal Weekly	\$ 40.34	\$ 3.83	\$ 44.17	9.50%
95 Gal Weekly	\$ 43.62	\$ 4.14	\$ 47.76	9.50%
35 Gal Monthly	\$ 14.28	\$ 1.36	\$ 15.64	9.50%
35 Gal Will Call	\$ 12.11	\$ 1.15	\$ 13.26	9.50%
Extra - 35 Gal Equivalent	\$ 7.30	\$ 0.69	\$ 7.99	9.50%
Extra - Yard Debris	\$ 3.15	\$ 0.30	\$ 3.45	9.50%
Yard Debris - Yearly	\$ 67.00	\$ 6.37	\$ 73.37	9.50%
Recycle Only	\$ 4.50	\$ 0.43	\$ 4.93	9.50%
Residential Central Billing				
20 Gal Weekly	\$ 22.70	\$ 2.16	\$ 24.86	9.50%
35 Gal Weekly	\$ 28.31	\$ 2.69	\$ 31.00	9.50%
65 Gal Weekly	\$ 38.69	\$ 3.68	\$ 42.37	9.50%
95 Gal Weekly	\$ 41.97	\$ 3.99	\$ 45.96	9.50%
Commercial Cart				
35 Gal Weekly	\$ 29.96	\$ 2.85	\$ 32.81	9.50%
65 Gal Weekly	\$ 40.34	\$ 3.83	\$ 44.17	9.50%
95 Gal Weekly	\$ 43.62	\$ 4.14	\$ 47.76	9.50%
Commercial Container				
1-1/3 Yard Weekly	\$ 156.93	\$ 14.91	\$ 171.84	9.50%
1-1/2 Yard Weekly	\$ 172.69	\$ 16.41	\$ 189.10	9.50%
2 Yard Weekly	\$ 229.58	\$ 21.81	\$ 251.39	9.50%
3 Yard Weekly	\$ 316.36	\$ 30.05	\$ 346.41	9.50%
4 Yard Weekly	\$ 420.48	\$ 39.95	\$ 460.43	9.50%
5 Yard Weekly	\$ 525.60	\$ 49.93	\$ 575.53	9.50%
6 Yard Weekly	\$ 630.72	\$ 59.92	\$ 690.64	9.50%
8 Yard Weekly	\$ 795.96	\$ 75.62	\$ 871.58	9.50%

Attachment #4 (Continued)

Commercial Rate Schedule - Proposed Rates

Pickups Per Week	1	2	3	4	5
1-1/3 Yard Weekly	\$ 171.84	\$ 321.78	\$ 471.72	\$ 621.65	\$ 771.59
Each Additional	\$ 141.18	\$ 282.36	\$ 423.54	\$ 564.71	\$ 705.89
Will Call	\$ 74.23				
Extra Pick Up	\$ 53.91				
1-1/2 Yard Weekly	\$ 189.10	\$ 356.29	\$ 523.49	\$ 690.68	\$ 857.88
Each Additional	\$ 158.44	\$ 316.87	\$ 475.31	\$ 633.74	\$ 792.18
Will Call	\$ 79.92				
Extra Pick Up	\$ 58.22				
2 Yard Weekly	\$ 251.39	\$ 480.88	\$ 710.37	\$ 939.86	\$ 1,169.35
Each Additional	\$ 220.73	\$ 441.46	\$ 662.19	\$ 882.92	\$ 1,103.65
Will Call	\$ 104.86				
Extra Pick Up	\$ 73.80				
3 Yard Weekly	\$ 346.41	\$ 670.93	\$ 995.44	\$ 1,319.96	\$ 1,644.47
Each Additional	\$ 315.75	\$ 631.51	\$ 947.26	\$ 1,263.02	\$ 1,578.77
Will Call	\$ 136.22				
Extra Pick Up	\$ 97.55				
4 Yard Weekly	\$ 460.43	\$ 898.95	\$ 1,337.48	\$ 1,776.00	\$ 2,214.53
Each Additional	\$ 429.77	\$ 859.53	\$ 1,289.30	\$ 1,719.06	\$ 2,148.83
Will Call	\$ 173.84				
Extra Pick Up	\$ 126.06				
5 Yard Weekly	\$ 575.53	\$ 1,129.16	\$ 1,682.80	\$ 2,236.43	\$ 2,790.06
Each Additional	\$ 544.87	\$ 1,089.74	\$ 1,634.62	\$ 2,179.49	\$ 2,724.36
Will Call	\$ 211.83				
Extra Pick Up	\$ 154.83				
6 Yard Weekly	\$ 690.64	\$ 1,359.38	\$ 2,028.12	\$ 2,696.85	\$ 3,365.59
Each Additional	\$ 659.98	\$ 1,319.96	\$ 1,979.94	\$ 2,639.91	\$ 3,299.89
Will Call	\$ 249.81				
Extra Pick Up	\$ 183.61				
8 Yard Weekly	\$ 871.58	\$ 1,721.25	\$ 2,570.93	\$ 3,420.60	\$ 4,270.28
Each Additional	\$ 840.92	\$ 1,681.83	\$ 2,522.75	\$ 3,363.66	\$ 4,204.58
Will Call	\$ 309.52				
Extra Pick Up	\$ 228.84				

Attachment #4 (Continued)

Miscellaneous Service Fees

Reinstatement Fee: \$10 When service is reinstated after it has been stopped for non-payment or is customer stops and starts more than twice a year.

Cart Redelivery: \$25 if cart picked up then service is restarted with 12 mths for non-pay.

Extra Cart (non-Bag): 20 Gal \$3.50 35 Gal \$7.75

Trash in Yard Debris Cart: \$9.90

Trash in Recycling Cart: \$11.15

Gate Fee - \$4.00

Bulky Item Fees

Miscellaneous Extras ALL AREAS

Appliances	\$20.00
Fridge, Freezer, AC	\$40.00
Dense Foam Mattress Q or K	\$17.50
Interspring or Light Foam Q or K	\$10.00
Box Springs	\$7.50
Couch	\$10-15.00
Chair (OC)	\$7.50-12.00
Chair (All other Areas)	\$5.45-10.00
Tire OFF Rim	\$5.00
Tire ON Rim	\$10.00
Truck Tire OFF Rim	\$10.00
Truck Tire ON Rim	\$15.00
File Cabinet	\$7.50
Treadmill	\$20.00
Toilet	\$5.00
Battery	\$10.00
Sharps 1G	\$17.50
Sharps 5G	\$10.00
Inside Pick-Up	\$5.00
Inside Pick-Up Per Flight of Stairs	PER TRIP \$9.00
Trash in YD Cart	\$9.90
Trash in Rec Cart	\$11.15

Yard Debris Bags in all areas \$3.00

Attachment #4 (Continued)

Service	Current Rates	Proposed Adjustment	Proposed Rates	Proposed Increase
Drop Box				
10 Yard <4 Haul/Site	\$ 152.00	\$ 14.44	\$ 166.44	9.50%
20 Yard <4 Haul/Site	\$ 162.00	\$ 15.39	\$ 177.39	9.50%
30 Yard <4 Haul/Site	\$ 192.00	\$ 18.24	\$ 210.24	9.50%
40 Yard <4 Haul/Site	\$ 222.00	\$ 21.09	\$ 243.09	9.50%
10-15 Yard Compactor	\$ 147.00	\$ 13.97	\$ 160.97	9.50%
20 Yard Compactor	\$ 157.00	\$ 14.92	\$ 171.92	9.50%
30 Yard Compactor	\$ 172.00	\$ 16.34	\$ 188.34	9.50%
40 Yard Compactor	\$ 187.00	\$ 17.77	\$ 204.77	9.50%
Contaminated Box (Hillsboro)	\$ 500.00	\$ 47.50	\$ 547.50	9.50%
20 Yard LEED Box (Wilsonville)			\$ 225.00	
30 Yard LEED Box (Wilsonville)			\$ 255.00	
40 Yard LEED Box (Wilsonville)			\$ 285.00	
<i>* 15% Surcharge on all Drop Box Disposal Fees (effective 1//1/19)</i>				

REJECTED LOAD:	\$50.00	DISPOSAL SITE REJECTED LOAD. LOAD RETURNED TO CUSTOMER
STAND BY TIME:	\$7.00	PER 5 MINUTE INCREMENT. CHARGED WHEN WAITING FOR THE BOX TO BE CLEARED, CARS TO BE MOVED, ETC.
LEVELING LOAD:	\$7.00	PER 5 MINUTE INCREMENT. CHARGED IF A DRIVER HAS TO SPEND TIME GETTING THE LOAD LEVEL TO HAUL IT SAFELY.
WASH OUT:	\$30.00	ASSESSED WHEN CUSTOMER REQUESTS THE SERVICE. ALSO ASSESSED WHEN DROP BOX IS CONTAMINATED AND REQUIRES CLEANING BEFORE DELIVERING TO A NEW SITE.
COMPACTOR TURN-AROUND:	\$40.00	FOR COMPACTORS REQUIRING REPOSITIONING ON TRUCK TO ENABLE COLLECTION AND TIP.
DRY RUN:	\$30.00	CHARGED WHEN THE SCHEDULED COLLECTION IS PREVENTED BECAUSE THE BOX IS BLOCKED OR CUSTOMER IS NOT READY.
DEADHEAD ROUND TRIP:	\$25.00	TO BE USED FOR SPECIALIZED BOXES THAT CANNOT BE EXCHANGED.
BOXES WITH LIDS:	\$20.00	PER MONTH BILLED ON 1 ST DAY OF DELIVERY FOR BOXES WITH AN ATTACHED LID

DEMURRAGE AFTER 2 WORKING DAYS: \$ 7.00 PER DAY OR \$70/MONTH **WHICHEVER IS LESS AND ONLY IF LESS THAN ONE LOAD PER WEEK IS HAULED. DELIVERY DAY, PULLOUT DAY, SATURDAY, SUNDAY AND FEDERAL HOLIDAYS DO NOT COUNT AS DEMURRAGE/RENTAL DAYS.
ALL PERMANENT CUSTOMERS SHALL BE CHARGED RENT OF \$70/Month if they have less than 3 empties



September 20, 2021

John M. Lewis
Public Works Director
City of Oregon City
625 Center Street
Oregon City, OR 97045

Re: Oregon City Garbage Rate Adjustment

Dear Mr. Lewis,

We are honored to have and to provide solid waste services to the City of Oregon City. Our service goal has been and will continue to be, to provide the highest level and efficient collection service available in the industry. We have automated lift collection vehicles; we provide trash, recycling and yard debris residential collection; trash and recycling commercial collection; and drop box service. Being headquartered here in Oregon City and with many of our employees living in the city we take pride in working with the city to see the parks, cemeteries, vacant lots, etc. looking presentable. During the past year, the employees chose to work and keep their customers on a normal schedule as our equipment could keep them healthy in the smoke and high heat. This is the dedication Oregon City Garbage brings to the City.

Clackamas County reviews the financial results of each franchisee in the County. They contract with an outside consulting group specializing in solid waste financial analysis to perform an analysis of the data submitted. Expenses are adjusted to eliminate costs that are allowed for tax purposes, but not allowed for determining collection fees. The County's policy is to measure the health of the solid waste collection system within a range of 8-12% return on revenues. For 2020 the county collection system was within the range, but City of Oregon City fell below caused by 2 years of inflation and the reduced commercial collections we experienced due to Covid-19.

At this time we are requesting a rate adjustment. Metro has increased solid waste disposal fees; contract wage increases is another larger item and the shortage to return on revenues and the corresponding franchise fee represent the remainder. Please the chart below the breakdown of the percentage increase.

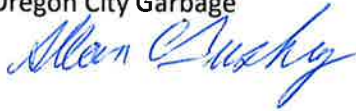
Component	% adjustment needed
Labor	0.85%
Disposal Fee	3.80%
Margin Shortfall	0.88%
Franchise Fee	0.22%
Total Rate Increase Percentage	5.75%

We are providing a comparison of the rates in the surrounding County cities and unincorporated County inside the Urban Growth Boundary.

Thank you for your consideration of this rate adjustment.

Very Truly Yours,

Oregon City Garbage



Oregon City Garbage Company, Inc.
Summary of Proposed Rate Adjustments
Effective December 1, 2021

Service		Current Monthly Rates	Proposed Adjustment	Proposed Monthly Rate	Proposed Adjustment %
Residential Cart					
20gal	Weekly	23.03	1.32	24.35	5.75%
35gal	Weekly	28.33	1.63	29.96	5.75%
65gal	Weekly	38.15	2.19	40.34	5.75%
95gal	Weekly	41.25	2.37	43.62	5.75%
35gal	Monthly	13.50	0.78	14.28	5.75%
35gal	Will call	11.45	0.66	12.11	5.75%
Extra 35gal equivalent		7.00	0.30	7.30	4.29%
Yard Debris	extra	3.10	0.05	3.15	1.61%
Yard Debris	yearly	66.00	1.00	67.00	1.52%
Recycling Only		4.50	-	4.50	
Residential Central billing					
20gal	Weekly	21.43	1.27	22.70	5.95%
35gal	Weekly	26.73	1.58	28.31	5.91%
65gal	Weekly	36.55	2.14	38.69	5.86%
95gal	Weekly	39.65	2.32	41.97	5.86%
Commercial Cart					
35gal	Weekly	28.33	1.63	29.96	5.75%
65gal	Weekly	38.15	2.19	40.34	5.75%
95gal	Weekly	41.25	2.37	43.62	5.75%
Commercial Container					
1 1/3 yard	Weekly	150.59	6.34	156.93	4.21%
1 1/2 yard	Weekly	165.41	7.28	172.69	4.40%
2 yard	Weekly	220.05	9.53	229.58	4.33%
3 yard	Weekly	303.87	12.49	316.36	4.11%
4 yard	Weekly	398.04	22.44	420.48	5.64%
5 yard	Weekly	492.21	33.39	525.60	6.78%
6 yard	Weekly	584.80	35.09	619.89	6.00%
8 yard	Weekly	748.21	47.75	795.96	6.38%
Recycling	Weekly	4.00/yd/week		4.00/yd/week	

Oregon City Garbage Company, Inc.
Summary of Proposed Rate Adjustments
Effective December 1, 2021

Service		Current Monthly Rates	Proposed Adjustmen t	Proposed Monthly Rate	Proposed Adjustment %
Drop Box					
10 yard	Scheduled Service	112.00	10.00	122.00	8.93%
20 yard	Scheduled Service	127.00	5.00	132.00	3.94%
30 yard	Scheduled Service	147.00	5.00	152.00	3.40%
40 yard	Scheduled Service	167.00	5.00	172.00	2.99%
10 yard	<4 Haul/site	142.00	10.00	152.00	7.04%
20 yard	<4 Haul/site	157.00	5.00	162.00	3.18%
30 yard	<4 Haul/site	177.00	15.00	192.00	8.47%
40 yard	<4 Haul/site	197.00	25.00	222.00	12.69%
10-15 yard	Compactor	137.00	10.00	147.00	7.30%
20 yard	Compactor	152.00	5.00	157.00	3.29%
30 yard	Compactor	167.00	5.00	172.00	2.99%
40 yard	Compactor	182.00	5.00	187.00	2.75%
Contaminated box to Hillsboro		475.00	25.00	500.00	5.26%

SUMMARY OF COMPARATIVE RATES
CLACKAMAS COUNTY *
 As of September 1, 2021

Service	Clackamas					
	Current	Proposed	County	Lake	West Linn	Proposed
	Oregon City	Oregon City	Urban	Oswego		Gladstone
Residential						
<u>Weekly Pickup</u>						
20 Gal. Cart	23.03	24.35	30.60	25.50	25.32	29.85 24.81
35 Gal. Cart	28.33	29.96	35.05	34.36	30.18	33.85 30.60
65 Gal. Cart	38.15	40.33	45.55	51.07	48.34	43.50 41.60
95 Gal. Cart	41.25	43.62	53.50	53.51	53.15	50.60 45.00
Franchise Fee	4%	4%	5%	5%	5%	5%
35G Fran Fee \$	1.13	1.20	1.75	1.72	1.51	1.69 1.53
35 Gal W/O fee	27.20	28.76	33.30	32.64	28.67	32.16 29.07

* The included cities are nearby and inside the Metro's Urban Growth Boundary

Oregon City Garbage Company
Proposed Rates
Effective as of December 1, 2021

Proposed rates

Pickup's per week	1	2	3	4	5	6
Container size						
1-1/3yd	156.93	293.86	430.79	567.72	704.65	
ea add'l	128.93	257.86	386.79	515.72	644.65	
Will Call	67.79					
Extra Pick-Up	49.23					
1-1/2yd	172.69	325.38	478.07	630.76	783.45	
ea add'l	144.69	289.38	434.07	578.76	723.45	
Will Call	72.99					
Extra Pick-Up	53.17					
2yd	229.58	439.16	648.74	858.32	1,067.90	
ea add'l	201.58	403.16	604.74	806.32	1,007.90	
Will Call/temporary	95.76					
Extra Pick-Up	67.40					
3yd	316.36	612.72	909.08	1,205.44	1,501.80	
ea add'l	288.36	576.72	865.08	1,153.44	1,441.80	
Will Call/temporary	124.40					
Extra Pick-Up	89.09					
4yd	420.48	820.96	1,221.44	1,621.92	2,022.40	2,422.88
ea add'l	392.48	784.96	1,177.44	1,569.92	1,962.40	2,354.88
Will Call/temporary	158.76					
Extra Pick-Up	115.12					
5yd	525.60	1,031.20	1,536.80	2,042.40	2,548.00	
ea add'l	497.60	995.20	1,492.80	1,990.40	2,488.00	
Will Call/temporary	193.45					
Extra Pick-Up	141.40					
6yd	630.72	1,241.44	1,852.16	2,462.88	3,073.60	
ea add'l	602.72	1,205.44	1,808.16	2,410.88	3,013.60	
Will Call/temporary	228.14					
Extra Pick-Up	167.68					
8yd	795.96	1,571.92	2,347.88	3,123.84	3,899.80	
ea add'l	767.96	1,535.92	2,303.88	3,071.84	3,839.80	
Will Call	282.67					
Extra Pick-Up	208.99					

City of Oregon City
Drop Box Service Fees
As of December 1, 2021

Rental Fees

Occasional: \$7.00 per day after 2 working days at one site or \$70.00 per month whichever is less and only if less than one load per week is hauled.

Industrial/Commercial/Multifamily: \$55.00 per month each box

Lid Fee

Permanent Box \$30.00 per month

Temporary Box \$7.50 per week billed on 1st day of delivery for temporary boxes with an attached lid.

Delivery Fee \$35.00

Incidental Service Fees: \$8.00 per 5 minute increment

Standby Time: Charged when waiting for the box to be cleared, cars to be moved, etc.

Leveling Load: If a driver has to spend time getting the load level to haul it safely.

Wash Out: \$30.00 at Metro South
\$50.00 if Metro South not available

Assessed when the customer requests the service. Also assessed when drop box is contaminated and requires cleaning before delivering to a new site.

Compactor Turn-around: \$20.00 for compactor requiring repositioning on truck to enable collection and tip.

Dry Run: \$35.00 assessed when the scheduled collection is prevented because the box is blocked or the customer is not ready.

Disposal Site Rejected load returned to customer: \$50.00

Deadhead Round Trip: \$35.00 to be used for specialized boxes that cannot be exchanged.

City of Oregon City
Miscellaneous Services
As of December 1, 2021

Reinstatement Fee: \$10.00 When service is reinstated after it has been stopped for non-payment of if customer stops and starts more than twice in a calendar year.

Cart Redelivery Fee: \$25.00 If cart picked up then service restarted within 12 months for non-payment.

Extra Bags: 1st Small Bag (<20 gallon) \$3.50 - \$2.00 per additional bag
1st Large Bag (>20 gallon) \$4.70 - \$3.20 per additional bag

Extra Cart/Can: 20 Gal \$3.50
35 Gal \$7.00

Trash in Yard Debris Cart: \$9.90

Trash in Recycle Cart: \$11.15

Temporary Container Rent: \$1.10 /per Yard/per day after 3 working days up to 10 days.

Incidental Service Fees: \$8.00 per 5 minute increment.

City of Oregon City

Bulky Items

As of December 1, 2021

APPLIANCES (Washer, Dryer, Stove, etc.)	\$	20.00
FRIDGE, FREEZER, AC	\$	40.00
DENSE FOAM MATTRESS QUEEN OR KING	\$	17.50
Box Springs	\$	7.50
INTERSPRING OR LIGHT FOAM MATTRESS	\$	10.00
COUCH	\$	10-\$15
CHAIR (OC)	\$	7.50-\$12
CHAIR (M, G)	\$	5.45-\$10
TIRE OFF RIM	\$	5.00
TIRE ON RIM	\$	10.00
CAR BATTERY	\$	10.00
FILE CABINET	\$	5.00
TREADMILL	\$	20.00
TOILET	\$	5.00
INSIDE PICKUP	\$	5.00
INSIDE PICKUP PER FLIGHT OF STAIRS PER TRIP	\$	9.00

Oregon City Garbage Company, Inc.
Summary of Franchise Fee
Effective December 1, 2021

2020	Actual	\$286,145.75
2021	Projected	\$302,236.98
2022	Estimated	\$325,509.98



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission **Agenda Date:** 07/19/2023
From: Parks and Cemetery Maintenance Manager- Jonathan Waverly

SUBJECT:

Memorandums of Understanding for Sports Fields

STAFF RECOMMENDATION:

Staff recommends the City Commission approve Memorandums of Understanding with the Oregon City Youth Sports and Oregon City Soccer.

BACKGROUND:

Oregon City Youth Sports & Oregon City Soccer Club

Staff have worked with Oregon City Youth Sports (OCYS) and Oregon City Soccer Club to implement Memorandums of Understanding (MOU). The purpose of these agreements is to better define the relationship between Oregon City Youth Sports and Oregon City Soccer Club.

On February 7, 2023, at the City Commission Work Session, the implementation of a \$3/hour per field use fee was discussed by the City Commissioners. Staff were directed to revise the MOUs with the new \$3/hour per field use fee for approval and implementation. Staff is recommending all revenue generated through sport field fees be dedicated funds to be used to address field maintenance and capital projects.

OPTIONS:

1. Approve the MOUs with Oregon City Youth Sports and Oregon City Soccer.
2. Approve the MOUs with Oregon City Youth Sports and Oregon City Soccer with modifications.

BUDGET IMPACT:

Amount: \$12,964.00 (estimate based on 2022-2023 field reservations)

FY(s): Biennium 2023-2024

Funding Source(s):



OREGON CITY

Parks Division

500 Hilda Street | Oregon City OR 97045
Ph (971) 204-4602 | Fax (503) 656-7488

OREGON CITY YOUTH SPORTS USE AGREEMENT

“THIS OREGON CITY YOUTH SPORTS USE AGREEMENT has been entered into on the date on which the last signature appears, by and between the CITY OF OREGON CITY, a municipal corporation of the State of Oregon (“City”), and the OREGON CITY YOUTH SPORTS (“OCYS”), a non-profit organization, organized and existing under the laws of the State of Oregon.

THIS OREGON CITY YOUTH SPORTS USE AGREEMENT is effective AUGUST 1, 2023, and concludes on July 31, 2024. A new agreement must be entered into by AUGUST 1, 2024, for OCYS to continue utilizing the Oregon City Parks and Recreation fields.”

WITNESSETH:

WHEREAS, City has park and field facilities which OCYS desires to utilize for its members and associated coaches and club personnel for daily practices and games as shown in the maps of Chapin Park, Rivercrest Park, Hillendale Park, and Wesley Lynn Park, attached to this Agreement as Exhibits 1, 2, and 3; and

WHEREAS the parties are in agreement that the City parks and field facilities should be utilized by the members of OCYS, their coaches and associated personnel under the terms and conditions contained herein.

NOW, THEREFORE, IT IS AGREED TO BY THE PARTIES AS FOLLOWS:

1. **FALL BALL**, from August 1, 2023, through October 27, 2023, City authorizes OCYS members, coaches, and personnel to exclusively use the following ball fields, as labeled on Exhibits 1, 2, and 3, at the times listed below:

a. Chapin Park – Field Use and Snack Shack (See Appendix A)

Monday-Friday - August ____ through October ____, 2023

Field #3 4:00 pm – 8:00 pm

Field #4 4:00 pm – 8:00 pm

Sunday – August ____ through October ____, 2023

Field #3 8:30 pm – 2:30 pm

Field #4 8:30 pm – 2:30 pm

b. Hillendale Park - Sports Fields and Storage Boxes

Fields not available for use

c. Rivercrest Park - Sports Fields

Field not available for use

d. Wesley Lynn Park - Sports Fields, Snack Shack, and Fenced area (in parking lot) (See Appendix D)

Sunday - August ____ through October ____, 2023

Field #1 4:00 pm – 8:00 pm

Field #2 4:00 pm – 8:00 pm

SATURDAY - NOTE: No Saturday use of field #1 and #2

2. **SPRING BALL**, from March 1, 2024 – July 30, 2024, City authorizes OCYS members, coaches, and personnel to exclusively use the following ball fields, as labeled on Exhibits 1, 2, and 3, at the times listed below:

a. Chapin Park – Field Use and Snack Shack (See Appendix A)

Monday-Friday – **March __ through June __, 2024**

Field #__ - 5:00 pm – 9:00 pm (Rookie, T-Ball and Older Kids)

Field #__ - 5:00 pm – 9:00 pm (Rookie, T-Ball and Older Kids)

Field #__ - 5:00 pm – 9:00 pm (Rookie, T-Ball and Older Kids)

Saturdays & Sundays – **March __ through May __, 2024**

May use 2 fields

Field #1 – 8:00 am – 8:00 pm (Rookie and T-Ball Games)

Field #3 – 8:00 am – 8:00 pm (Rookie and T-Ball Games)

Sundays – **April __ through May __, 2024**

May use one field on Sundays in April and May

Field #3 – 8:00 am – 8:00 pm (Older Kids Practice and Games)

Saturdays and Sundays – **June __ through July __, 2024**

May use one field on Saturdays and Sundays in June and July

Field #3 – 8:00 am – 8:00 pm (Older Kids Practice and Games)

Tournament - OCYS Jamboree – **April __, 2024**

May use Chapin Field #1, 2, and 3 from 8:00 am to 8:00 pm on

Rookie Tournament – **June __, 2024**

May use Chapin field #1, 2, and 3 from 8:00 am to 2:00 pm

End of Seasonal Tournament – **June __ - __, 2024**

May use Chapin field #1, 2, and 3 from 8:00 am to 8:00 pm

b. Hillendale Park - Sports Fields and Storage Boxes (See Appendix B)

Monday-Friday - **March __, through July __, 2024**

Field #1 - 5:00 pm – 9:00 pm (Older Kids)

Field #2 - 5:00 pm – 9:00 pm (Older Kids)

Saturdays and Sundays – **March __, through July __, 2024**

Field #1 - No weekend use of this field in the dates noted above

Field #2 – 8:00 am – 8:00 pm (Older Kids Practice and Games)

c. Rivercrest Park - Sports Fields (See Appendix C)

Monday-Friday - **March __, through July __, 2024**

T-Ball Field - 5:00 pm – 9:00 pm (T-Ball Practice and games)

Saturdays and Sundays - **March __, through July __, 2024**

T-Ball Field - 8:00 am – 8:00 pm (T-Ball Practice and games)

d. Wesley Lynn Park - Sports Fields, Snack Shack, and Fenced area (in parking lot) (See Appendix D)

Monday-Friday - **March __, through July __, 2024**

Field #1 - 5:00 pm – 9:00 pm (Older Kids practice and games)

Field #2 - 5:00 pm – 9:00 pm (Older Kids practice and games)

Saturdays and Sundays – **March __, through July __, 2024**

Field #1 - No weekend use of this field in the dates noted above

Field #2 – 8:00 am – 8:00 pm (Older Kids Practice and Games)

3. Any changes, new requests, or scheduling of tournaments must be submitted with Field Usage Request form for review and approval. Form must be complete and with accurate type of use (practice, game, or tournament) for each day. End time is when OCYS should be done with designated field(s) or park facility use.
4. Use of the City Park facility or field use by OCYS other than the agreed upon dates and times shall require written agreement from the City authorizing such additional use.
5. OCYS shall have access to designated fields for baseball and softball practices and/or games. In addition, the City permits use of designated space for storage of equipment and supplies. OCYS will take necessary measures to assure park access remains open to the general public and OCYS will not conduct practices, tournaments, or games outside of the parameters listed in the agreement. OCYS personnel and members are not permitted to use the electrical room, due to fire/safety hazard.
6. OCYS is permitted to have access to the snack shacks at Chapin and Wesley Lynn Parks during agreed upon dates and times written in this agreement. Hillendale Storage Boxes (owned by OCYS) are permitted to remain at upper and lower fields. These boxes may be used during reserved field use times above. Areas used by OCYS must always be accessible to Parks staff. Areas must be kept clean with clear walkways in case of an emergency.
7. The City retains the right in its sole discretion without recourse by OCYS to terminate or otherwise limit OCYS use of all or any part of the facility for public health, safety, or any other reason.
8. Only OCYS authorized members, coaches and associated personnel may use the park field or facility during the rental period listed above. OCYS will take necessary measures to assure that undesignated OCYS members and parents do not use the parks facilities or fields outside of preapproved scheduled times.
9. Any tournaments, practices and/or games OCYS desires to host, which are not covered by this agreement, shall be requested of City at least 60 days prior to desired date and must be scheduled so as not to interfere with other park activities, field use, reservations, or special events during regular operating hours. The dates and times of any additional uses are dependent upon the availability of the facility and City's ability to arrange for necessary preparation and maintenance of the facility.
10. The City and OCYS agrees to the following fees, payment, and rain out process:
 - a. It is the responsibility and expectation that the sports organization or club to keep track and report all rainouts or cancellations to the Parks Department office at parksinfo@orcinfo.org. Rainout or cancellation dates will be deducted from the balance due for the rentals at the end of the season.
 - b. The Parks Department will prepare an invoice, billed at a **rate of \$3.00 per field per hour**. Payment should be paid in full two weeks following invoicing.
11. The OCYS agrees to the following:
 - a. Abiding by the schedule listed in this agreement. Deviation outside of these terms could lead to cancellation of this agreement and prohibiting OCYS use of City parks facilities and fields
 - b. All approval for any activity in a City park shall be routed through the Parks office and submitted through the field request form.
 - c. At no time is OCYS allowed to switch out locks or change combinations in preapproved storage spaces

- d. Secure and lock all facilities after use. Repetitive infractions could lead to cancellation of this agreement. Any damage incurred from not securing facilities after use will be the responsibility of OCYS.
- e. Portable toilets are to be placed as to allow for cleaning without driving into the park, except to service portable toilet placed at Chapin Park through back gate.

All toilets must be placed according to the maps in Appendix A. All portable toilets must be regularly serviced so they do not become problematic.

- f. OCYS agrees to the following maintenance:
 - i. Dragging fields and fine-tuning, chalking, and custom mowing is the responsibility of OCYS. Coordination for dragging the fields must be completed prior to season commencing, and not interfere with other scheduled activities or park maintenance. Changes to the dragging field schedule must be coordinated a minimum of 5 business in advance.
 - ii. Artificial turf field maintenance as directed by manufacturer's maintenance protocol and warranty and will be included as addendum to this agreement.
 - iii. General garbage and site cleanup following practices, games, tournaments.
- g. Irrigation is NOT to be turned off at the pump house. Communicate with the Parks staff if adjustments need to be made to the timing, duration, or other irrigation settings. Sprinklers must be turned on for dust control.
- h. Any damage incurred to the irrigation system, fields, buildings, or other park property will immediately be reported to the Parks Department. Any repairs or work to be completed on the field, aside from general field preparation, should be discussed and coordinated through the Parks Department.
- i. Installation of fencing or signage must be approved by the Parks Department and appropriate plan reviews and permits as required by the City prior to installation.
- j. OCYS agrees to not drive in the park with vehicles, trailers, or other equipment, other than small equipment necessary to drag the fields.
- k. Delineate historic account of amenities added over the years and confirm maintenance and/removal of those items on City property, I.E., shed used for OCYS storage within fenced area of parking lot at Wesley Lynn.
- l. Any improvements that OCYS makes to any City owned property, such as fields or facilities, will remain the property of the City. Any upgrades or improvements must be approved by the Parks Department and appropriate plan reviews and permits as required by the City.
- m. OCYS agrees to assume all liability for any injury to club participants or persons accompanying them while present on City premises unless such injury is caused by the City.

5. The City agrees to the following:

- a. Abide by the schedule listed in this agreement. Deviation outside of these terms could lead to agreement cancellation and use of parks facilities and fields.
- b. Respond to all emails and schedule request within 48 hours or 2 business days. All requests are to be routed in writing for manager's review to parksinfo@city.org. Confirmation of field requests outside of this agreement may take up to 5-7 business days, as coordination of field requests are reviewed and processed in an equitable and fair manner to serve the entire community.
- c. The City will not switch out locks for preapproved storage spaces. OCYS will have access to storage space during time approved and during the duration of the agreement.
- d. Securing and locking of all facilities (doors, portable restrooms, snack shacks) must be completed after use.
- e. City agrees to provide the approved location for all toilets delineating where they are to be placed as authorized by the Parks Department.

- f. City agrees the following maintenance and maintenance schedule: The Parks Department will work to prepare fields prior to the beginning of the season which will include spraying the fields and high-level maintenance. OCYS agrees to not drive in the park with vehicles, trailers, or other equipment, other than small equipment necessary to prepare for games.
 - g. Artificial turf field Maintenance will be determined.
6. INDEMNIFICATION/HOLD HARMLESS: To the fullest extent permitted by law, City shall not be responsible for any claims, damages, losses or expenses to lessee's property or money and such money and such losses shall not be covered by the City's liability or property insurance. In accordance with the insurance requirements set forth in this contract, the lessee [Oregon City Youth Sports] shall indemnify and hold harmless the City, its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from loss or damage to money or property. This indemnification is limited to the extent caused or alleged to be caused by the negligent acts or omissions of the lessee [Oregon City Youth Sports], anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person.
8. OCYS agrees to abide by and enforce all park rules and City ordinances related to Park. Failure to abide by any rule or ordinance shall be sufficient cause to prohibit further use of the park facilities and fields.
9. OCYS agrees to carry a liability insurance policy for not less than \$2,000,000 for injury to one person, not less than \$2,000,000 for injuries to all persons arising out of a single accident or occurrence, and not less than \$2,000,000 for damages to property, or a combined single limit of not less than \$4,000,000. A copy of this policy shall be provided to City prior to OCYS use of the City park's facility and fields and shall name City as an additional insured.
10. If the park facility or property of City located thereon is damaged or destroyed by reason of the negligence or intentional acts of OCYS members, employees and persons using the facilities or fields during the times that said facilities are subject to the use of OCYS reimbursement for replacement or repair thereof shall be made by OCYS to City; provided, however, that nothing herein contained shall be construed to obligate OCYS to make repairs for damage which is due to ordinary wear and tear. OCYS personnel must immediately notify facility staff of any damage to City property which has occurred during the times OCYS has use of the park's facilities and fields.

The following have been duly authorized to signify agreement to the terms of the above agreement on behalf of their respective governmental entities:

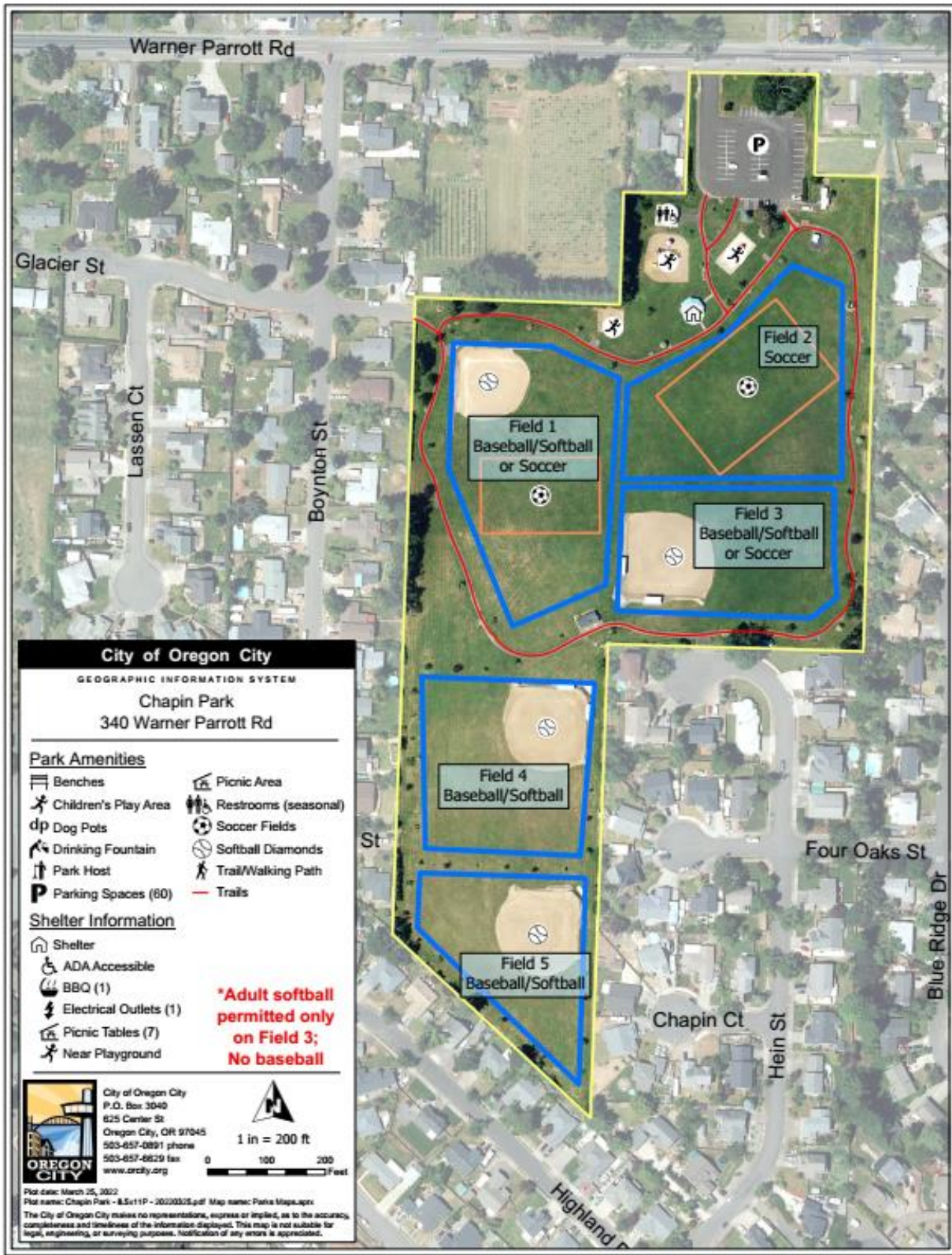
 Kendall Reid, Parks and Recreation Director
 City of Oregon City

 Date

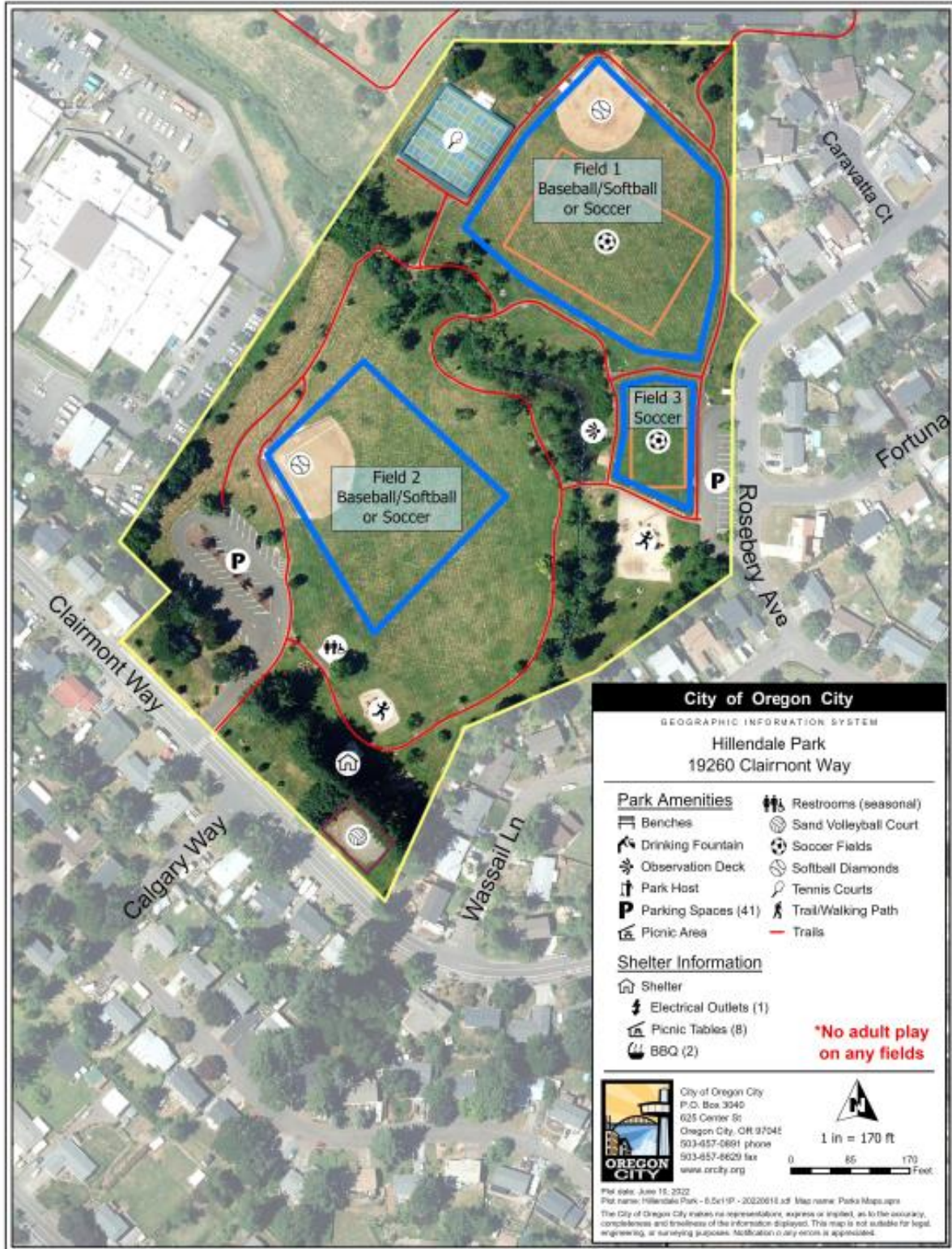
 George Lee, President
 Oregon City Youth Sports

 Date

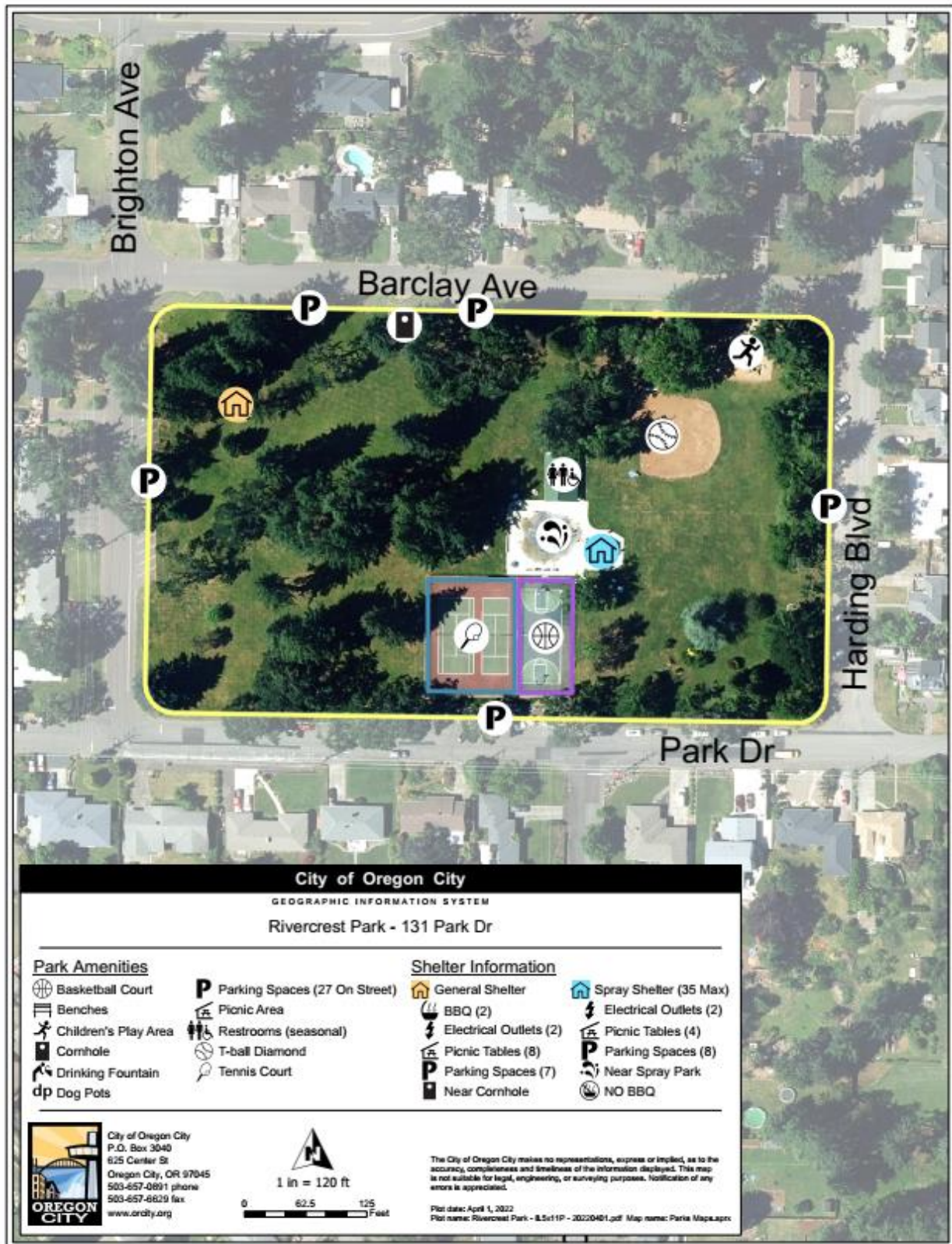
OREGON CITY SOCCER CLUB
APPENDIX A



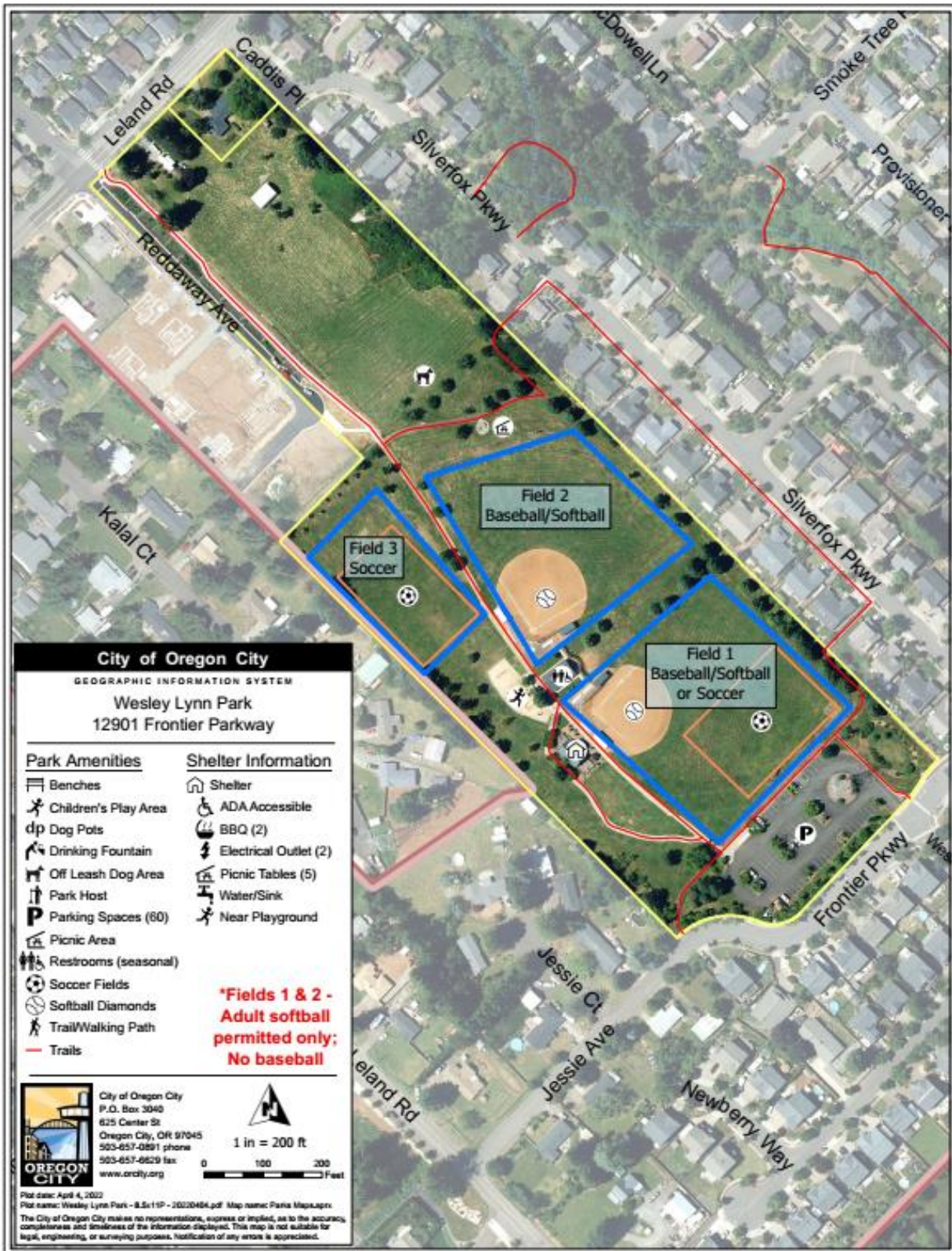
OREGON CITY SOCCER CLUB
APPENDIX B



OREGON CITY SOCCER CLUB
APPENDIX C



OREGON CITY SOCCER CLUB
APPENDIX D





Parks Division

500 Hilda Street | Oregon City OR 97045
Ph (971) 204-4602 | Fax (503) 656-7488

OREGON CITY SOCCER CLUB USE AGREEMENT

“The OREGON CITY SOCCER CLUB RENTAL USE AGREEMENT has been entered into on the date on which the last signature appears, by and between the CITY OF OREGON CITY, a municipal corporation of the State of Oregon (“City”), and the Oregon City Soccer Club (“OCSC”), a non-profit organization, organized and existing under the laws of the State of Oregon.

This OREGON CITY SOCCER CLUB USE AGREEMENT is effective AUGUST 1, 2023, concluding on MAY 31, 2024. A new agreement must be entered into by July 1, 2024, for OCSC to continue utilizing the Oregon City Parks and Recreation soccer fields at Chapin, Hillendale, Wesley Lynn and Tyrone S. Memorial Park.

WITNESSETH:

WHEREAS, City has Park and court facilities which OCSC desires to utilize for its members and club for practices and games.

WHEREAS, the parties are in agreement that the City Park and soccer fields should be utilized by the members of OCSC desires to utilize for its members and associated coaches and club personnel for daily practices and games as shown in the maps of Chapin Park, Hillendale Park, under the terms and conditions contained herein;

NOW, THEREFORE, IT IS AGREED TO BY THE PARTIES AS FOLLOWS:

1. **2023 Team Soccer Photos:**

- a. Rivercrest General Shelter:
 - i. September 12-14, 2023

2. **2023 Fall Soccer:** From August 21 through October 31, 2023

- a. Chapin Park: Field 2 (See Appendix A)
 - i. August 21 through October 28, 2023
Practice Monday thru Friday 5:00 P.M. to 8:00 P.M.
 - ii. September 9 through October 28, 2023
Games Saturdays 8:00 A.M. – 3:00 P.M.

- b. Hillendale Park: Field 2 (see appendix B)
 - i. August 21 through October 31, 2023
Practice Monday thru Friday 5:00 P.M. to 8:00 P.M.
 - ii. September 9 through October 28, 2023
Games Saturdays 8:00 A.M. – 2:00 P.M.
 - c. Rivercrest Park: T-ball/grassy area to be used for Skills Training (see Appendix C)
 - i. September 5 through October 4, 2023
Practice Monday thru Friday 5:30 P.M. to 6:30 P.M.
 - d. Tyrone S. Woods Memorial Park: Grassy area to be used for Kinder Teams (see Appendix D)
 - i. August 21 through October 31, 2023
Practice Monday thru Friday 5:00 P.M. to 8:00 P.M.
 - ii. September 9 through October 28, 2023
Games Saturdays 8:00 A.M. – 3:00 P.M.
 - e. Wesley Lynn Park: Field 1 and Field 3 (see Appendix E)
 - i. August 21 through October 28, 2023
Practice Monday thru Friday 5:00 P.M. to 8:00 P.M.
 - ii. September 9 through October 28, 2023
Games Saturdays 8:00 A.M. – 3:00 P.M.
3. **2024 Spring Soccer**: From March 25 through May 17, 2024
- a. Tyrone S. Woods Memorial Park: Grassy area to be used for Kinder Teams (See Appendix D)
 - i. **March 25 through May 17, 2024**
 - 1. Practice Monday thru Wednesday 5:00 P.M. to 8:00 P.M.
 - 2. Games Thursday and Friday 5:00 P.M. to 8:00 P.M.
- 4. Any changes, new requests, or scheduling of tournaments must be submitted in writing for review and approval. Form must be complete and with accurate type of use (practice, game or tournament) for each day. End time is when OCSC should be done with designated field(s) or park facility use.
 - 5. Use of the City Park and facilities specified above other than the agreed upon dates and times shall require written agreement from the City authorizing such additional use.
 - 6. OCSC shall have access to designated Park soccer fields and goals to utilize for practice and games. OCSC will take necessary measures to assure that Park access to remain open to the public and that OCSC will not conduct practices or games outside of the parameters listed in the agreement.
 - 7. City retains the right at its sole discretion without recourse by the OCSC to terminate or otherwise limit OCSC use of all or any part of the facility for public health or safety, or any other reason.
 - 8. Only OCSC and authorized members may use the Park soccer fields during the rental period listed above. OCSC will take necessary measures to assure that undesigned OCSC members do not use the Parks soccer fields outside of preapproved scheduled times.

9. Any games or practices OCSC desires to host, which are not covered by this agreement, shall be requested of the City at least 90 days prior to desired date and must be scheduled so as not to interfere with the other park activities, shelter reservations, or other Park rentals during regular operating hours. The dates and times of any additional uses are dependent upon the availability of the facility and the City's ability to arrange for necessary preparation and maintenance of the facility.
10. The City and OCSC agrees to the following fees, payment, and rain out process:
 - a. It is the responsibility and expectation that the sports organization or club to keep track and report all rainouts or cancellations to the Parks Department office at parksinfo@orccity.org. Rainout or cancellation dates will be deducted from the balance due for the rentals at the end of the season.
 - b. The Parks Department will prepare an invoice, billed at a **rate of \$3.00 per field per hour**. Payment should be paid in full two weeks following invoicing.
11. The OCSC agrees to the following:
 - a. Abiding by the schedule listed in this agreement. Deviation outside of these terms could lead to agreement cancellation and lost privileges for the Parks soccer fields.
 - b. All approval is to be routed through the Parks Department and submitted through the field request form.
 - c. At no time is OCSC allowed to switch out locks, combinations should be provided to the parks department and store goals in preapproved storage spaces.
 - d. Secure and lock all facilities after use.
 - e. OCSC agrees to the following maintenance and maintenance schedule. Chalking of the fields for practices and games is the responsibility of OCSC.
 - f. OCSC agrees to not drive in the Park with vehicles, trailers, or other equipment.
 - g. Any damage incurred to Park property or fields will immediately be reported to the Parks Department. Any repairs or work to be completed on the fields or surrounding area should be discussed and coordinated through the Parks Department.
 - h. Installation of signage or fencing must be approved by the Parks Department prior to installation.
 - i. OCSC agrees to assume all liability for any injury to club participants or persons accompanying them while on City premises unless such injury is caused by the City.
12. The City agrees to the following:
 - a. Abiding by the schedule listed in this agreement.
 - b. Respond to all emails and schedule request within 48 hours or 2 business days. All requests are to be routed through the Parks Department and in writing for manager's review to parksinfo@orccity.org. Confirmation of field requests outside of this agreement may take 5-7 business days, as coordination of field requests are reviewed and processed in an equitable and fair manner to serve the entire community.
 - c. City agrees the following maintenance and maintenance schedule. The Parks Department will work to prepare fields prior to the beginning of the season which will include spraying the fields and high-level maintenance. OCSC agrees to not drive in the park with vehicles, trailers, or other equipment, other than small equipment necessary to prepare for games.
13. INDEMNIFICATION/HOLD HARMLESS: To the fullest extent permitted by law, City shall not be responsible for any claims, damages, losses or expenses to lessee's property or money and such losses shall not be covered by the City's liability or property insurance. In accordance with the insurance

requirements set forth in this contract, the lessee OCSC shall indemnify and hold harmless the City, its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from loss or damage to money or property. This indemnification is limited to the extent caused or alleged to be caused by the negligent acts or omissions of the lessee OCSC anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person.

14. OCSC agrees to enforce all Park rules, in particular all persons shall abide by the rules. Failure to abide by any rule shall be sufficient cause to prohibit further use of the park soccer fields.
15. OCSC further agrees that City property will be used in accordance with the park rules and regulations applicable to the facility being used.
16. OCSC agrees to carry a liability insurance policy for not less than \$2,000,000 for injury to one person, not less than \$2,000,000 for injuries to all persons arising out of a single accident or occurrence, and not less than \$2,000,000 for damages to property, or a combined single limit of not less than \$2,000,000. A copy of this policy shall be provided to City prior to OCSC use of the City Park's soccer fields and shall name City as an additional insured.
17. If the Park facility or property of City located thereon is damaged or destroyed by reason of the negligence or acts of OCSC members and persons using the facilities or courts during the times that said facilities are subject to the use of OCSC, reimbursement for replacement or repair thereof shall be made by OCSC to City; provided, however, that nothing herein contained shall be construed to obligate OCSC to make repairs for damage which is due to ordinary wear and tear. OCSC personnel must immediately notify facility staff of any damage to City property which has occurred during the times OCSC has use of the park soccer fields.

The following have been duly authorized to signify agreement to the terms of the above agreement on behalf of their respective governmental entities:

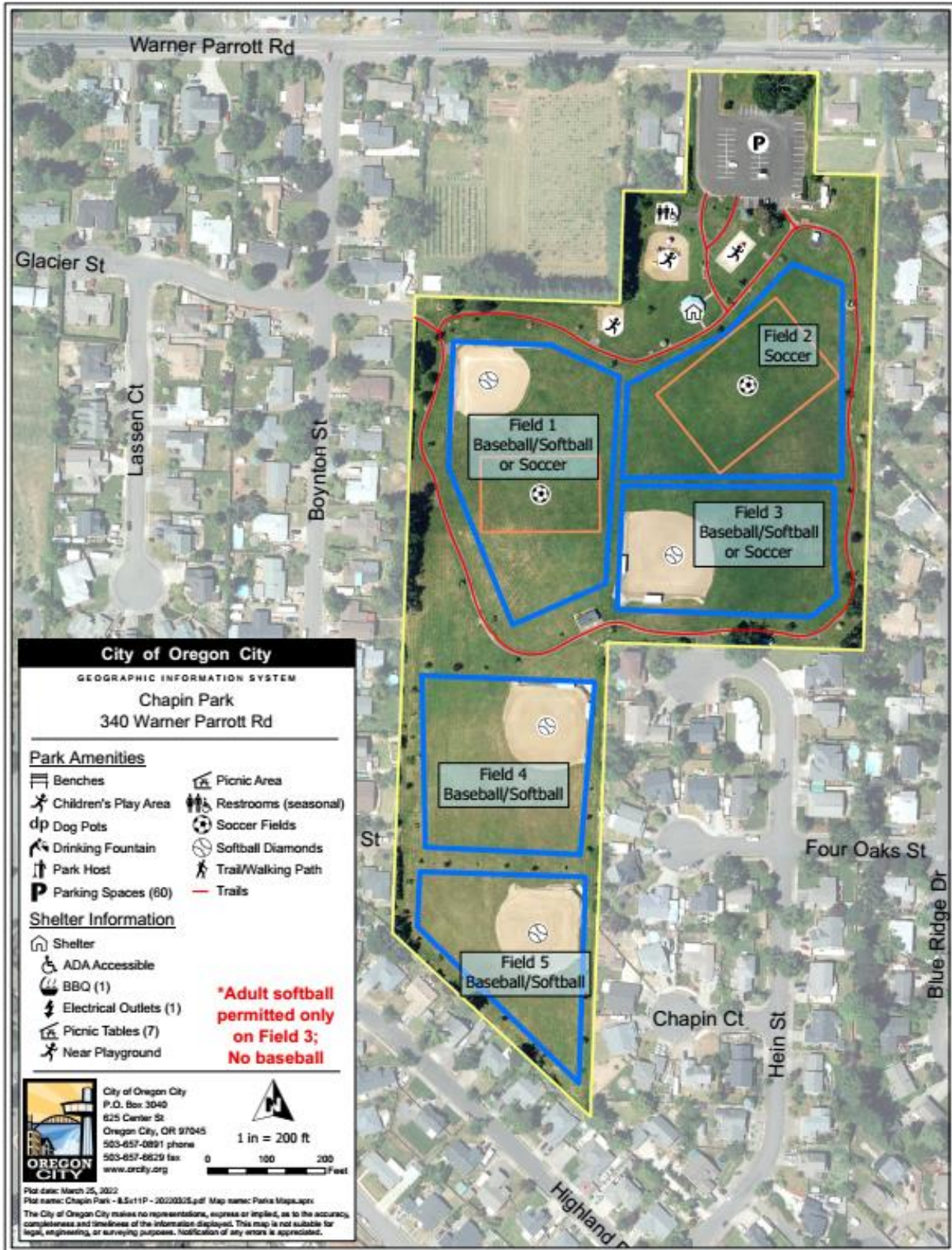
Kendall Reid, Parks and Recreation Director
City of Oregon City

Date

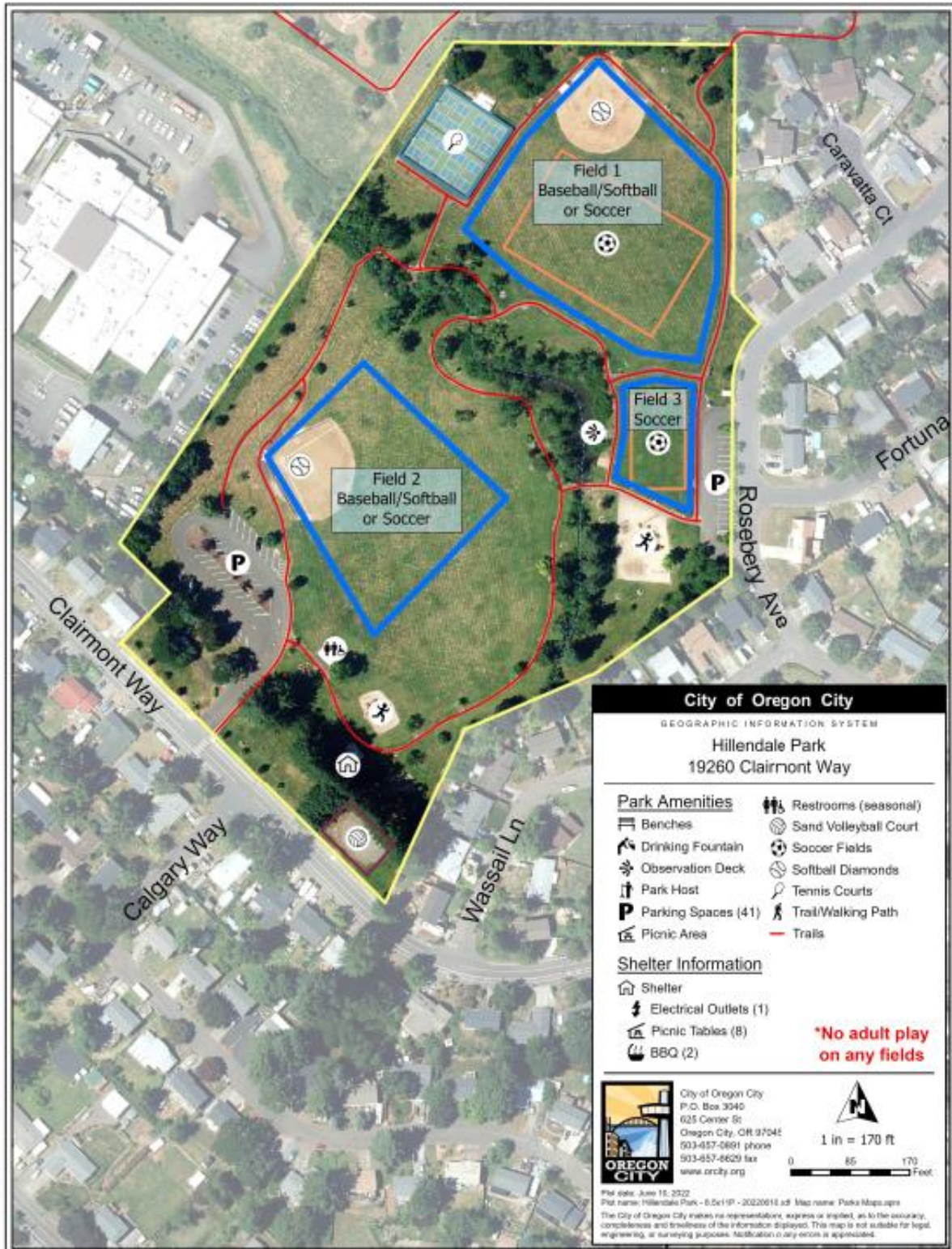
Jon Benjamin, President and Field Coordinator
Oregon City Soccer Club

Date

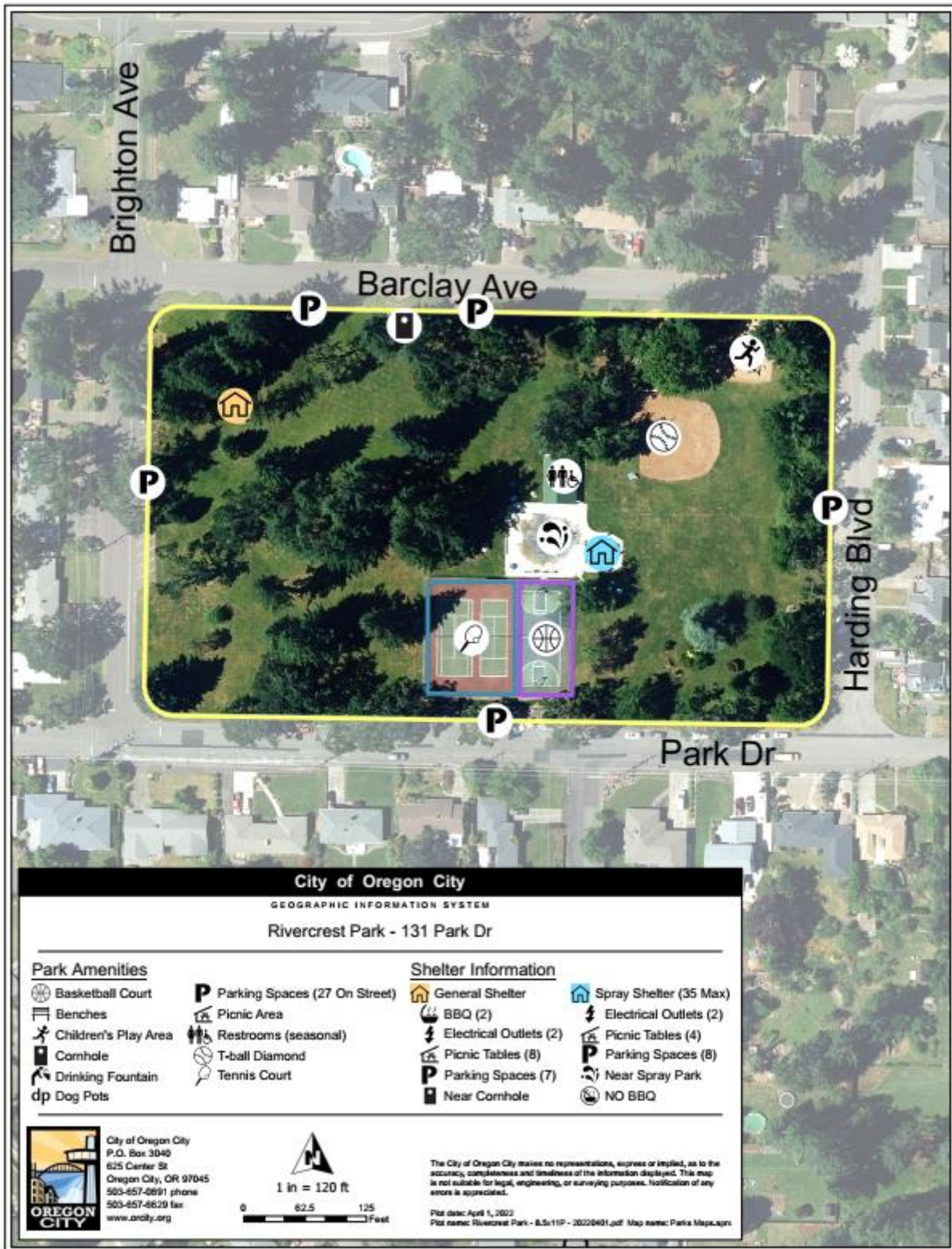
OREGON CITY SOCCER CLUB
APPENDIX A



OREGON CITY SOCCER CLUB
APPENDIX B

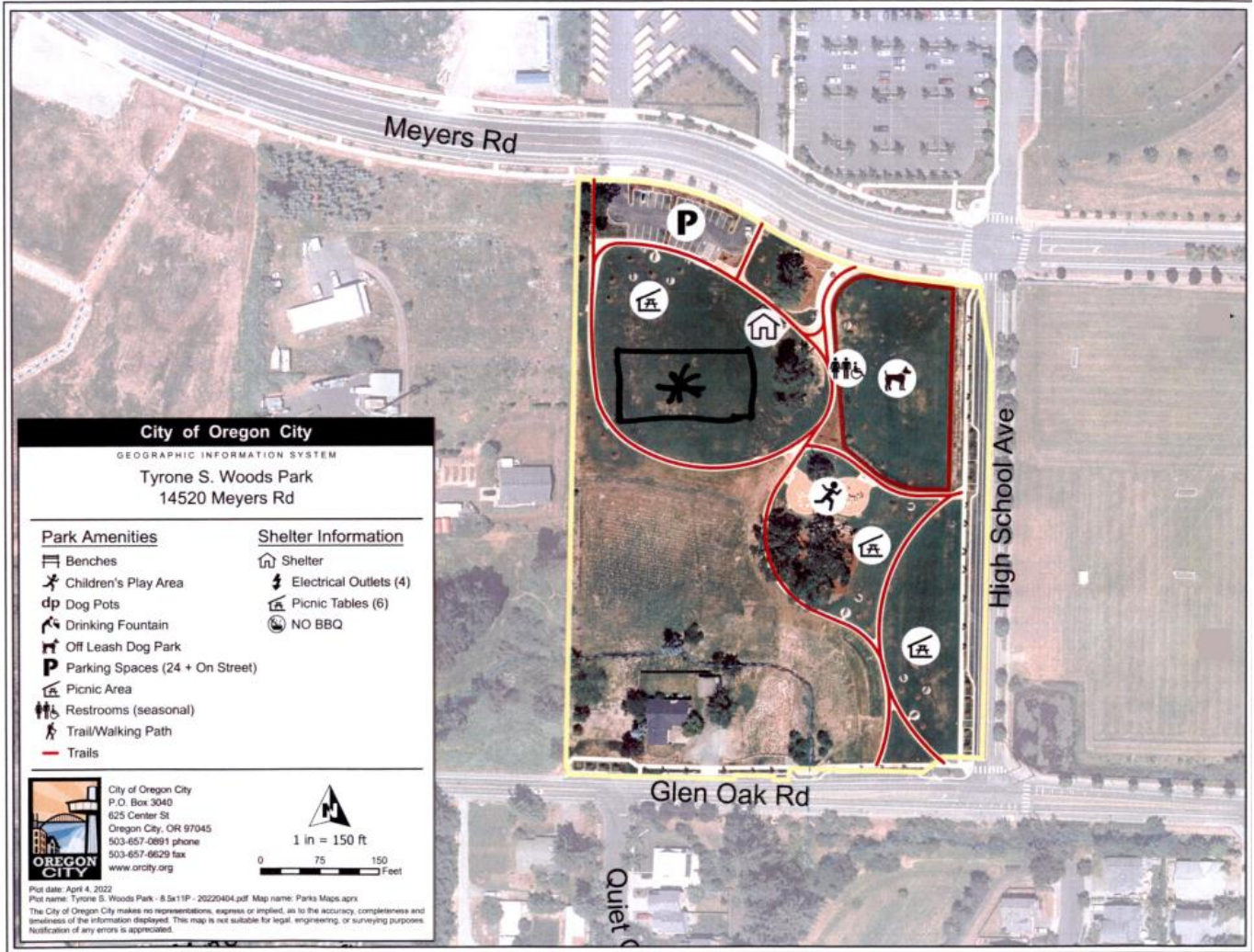


OREGON CITY SOCCER CLUB
APPENDIX C

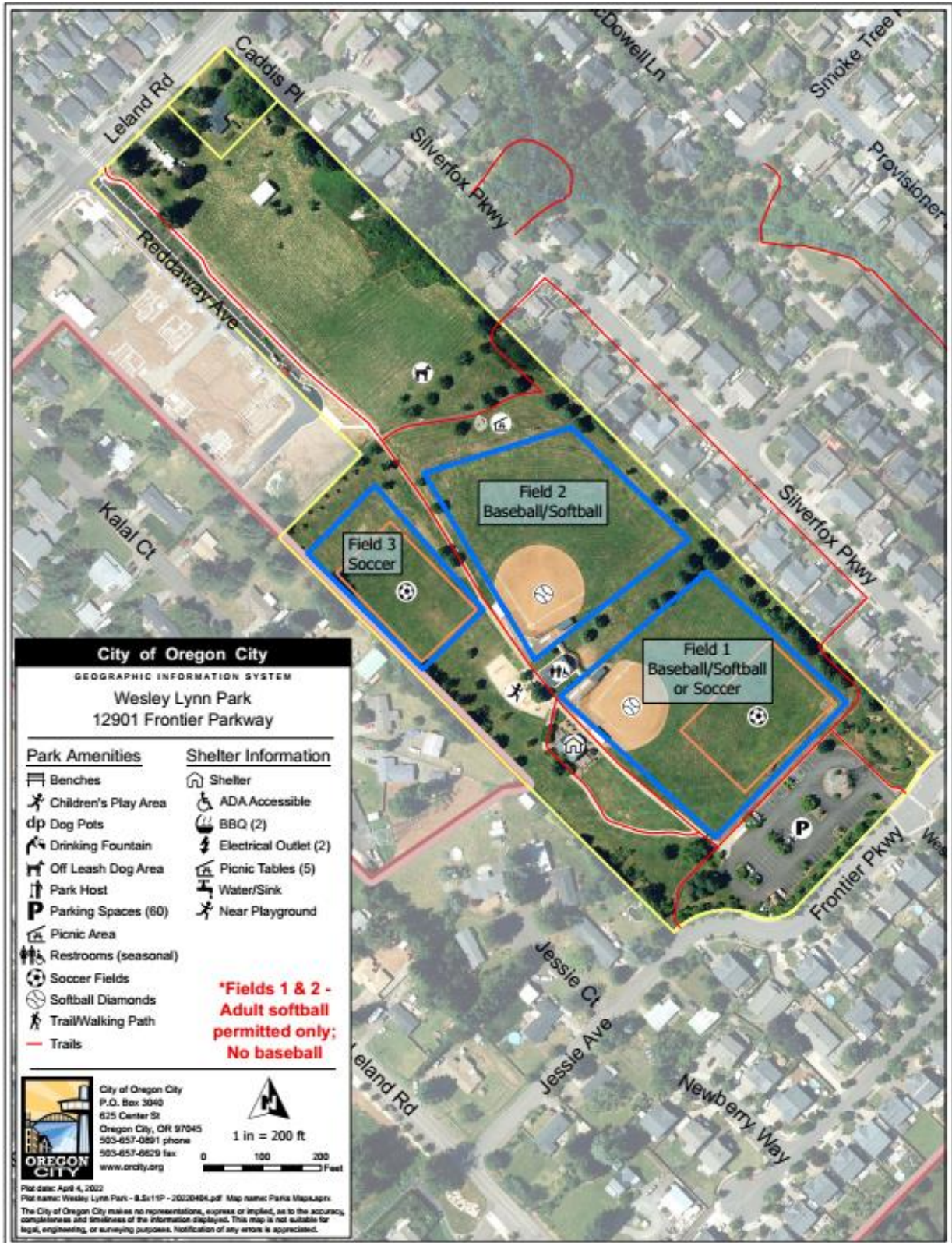


OREGON CITY SOCCER CLUB

APPENDIX D



OREGON CITY SOCCER CLUB
APPENDIX E





CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: Finance Director Matt Zook

Agenda Date: 7/19/2023

SUBJECT:

Developer request for City to take second lien position for deferred System Development Charges (SDC) loan on Holmes Lane development to allow developer's construction lender to take first lien position.

STAFF RECOMMENDATION:

From a financial perspective, Oregon City Municipal Code and Oregon Revised Statutes preemptively protects the City financial position by claiming the first position in a lien. Staff recommends that the Commission maintain first position.

EXECUTIVE SUMMARY:

Staff received a request from the developer on June 23, 2023 to take a secondary lien position to the developer's construction lender that may finance the vertical construction. This request was presented to the City Commission as written public comment at the July 5, 2023 regular meeting. City Commission directed staff to present this request with a staff report at the July 19, 2023 regular meeting. The request is included separately with this staff report. The developer has been notified that his request is on the City Commission meeting agenda and has been invited to attend. Since this request would be a deviation from City Code, staff is presenting this request to the Commission.

BACKGROUND:

The residential development at 535 Holmes Lane is approximately 3.80 acres to build approximately 60 condominiums. More detailed information on this development can be found on the City's website at <https://www.orcity.org/planning/project/glua-21-00002>. The SDCs on this project are \$1.97 million. The developer was presented with a System Development Fees Financing Agreement on June 6, 2023, for a term of 10 years at 9% interest with \$25,000 monthly payments. This agreement has not been signed as of the date of this report.

The City recognizes and appreciates the current, challenging economic environment. One of the risks that the City has with this project is that over \$500,000 of infrastructure

required from the builder remains in process. A construction bond is in place from the developer as surety for this work.

At present, the City has 15 deferred SDC agreements totaling approximately \$1.1 million with differing maturity dates. To my knowledge, the City is in first lien position for all of these agreements. Oregon City Municipal Code 13.20.080.D. states "The city finance director shall docket any lien in the lien docket. From that time, the city shall have a lien upon the described parcel for the amount of the unpaid SDC, together with both interest on the unpaid balance at the standard legal rate and any actual costs incurred as a result of the deferral. The lien shall be enforceable in the manner provided in ORS Chapter 223, and shall have priority over all other liens to the extent allowed by applicable law." Thus, staff holds that the all existing SDC agreements have liens that are in first position.

OPTIONS:

1. Approve the request.
2. Approve the request with modifications.
3. Reject the request.

BUDGET IMPACT:

Amount: \$1.97 million in SDC revenue, not including interest earned on deferred SDC loan.

FY(s): Over the next 10 years, although it is anticipated that a successful development would result in an earlier payment.

Funding Source(s): SDC revenue

Matt Zook

From: Jakob Wiley
Sent: Monday, June 26, 2023 10:57 AM
To: Commission
Cc: recorderteam; Tony Konkol; Matt Zook; Aquilla Hurd-Ravich
Subject: FW: Holmes Ln. 60 townhouses

Dear City Commissioners,

Please see the public comment below for next week's meeting.

Thank you,
Jakob



Jakob Wiley, JD, MS
City Recorder
[Jwiley@orccity.org](mailto:jwiley@orccity.org)
City of Oregon City
PO Box 3040
625 Center Street
Oregon City, Oregon 97045
Office Hours: Mon – Fri, 8 am – 5 pm
503-496-1509 Direct phone
503-657-0891 City phone
503-657-7026 Fax

The City of Oregon City continues to offer services and programs in-person and online - find facility hours of operation [here](#).

Website: www.orccity.org | [Recorder Page](#) | [Facebook!](#) | [Twitter](#)
PUBLIC RECORDS LAW DISCLOSURE: *This e-mail is subject to the State Retention Schedule and may be made available to the public.*

From: Marty Kehoe <[REDACTED]>
Sent: Monday, June 26, 2023 10:49 AM
To: recorderteam <recorderteam@orccity.org>
Subject: Fwd: Holmes Ln. 60 townhouses

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Begin forwarded message:

From: Marty Kehoe <[REDACTED]>
Subject: **Re: Holmes Ln. 60 townhouses**
Date: June 23, 2023 at 3:34:43 PM PDT
To: Matt Zook <mzook@orccity.org>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Begin forwarded message:

From: Marty Kehoe <[REDACTED]>
Subject: Holmes Ln. 60 townhouses
Date: June 23, 2023 at 3:30:19 PM PDT
To: tkonkol@orcity.org
Cc: mzook@orcity.org

TO: Jakob Wiley. Jakob, I am sending this email to request that the City take a secondary lien position on my property on Holmes Ln. regarding the deferral of the SDC charges. We are deferring the SDC's for the ten-year program, but our lender will not close the loan for vertical construction unless they are in first position. Under ORS 223, Section 208, Subsection (2), the state grants the right to the city to take a subordinate position to the Lender. As you may know, the SDC's here are almost \$2 Million, and while I sincerely appreciate the deferral program, the current banking crisis has added difficulties to these projects which I have never seen in my 30 year development/construction career. We are wrapping up the land development side of things quickly and my hope was to immediately proceed into vertical construction, but without being in Senior position, the Lender will not proceed. Unfortunately we are in uncharted waters with the economic challenges facing construction financing these days. After 9 months we were finally able to obtain a term sheet from a Lender who is capable of financing this project. Please contact me at your earliest convenience. I would be happy to meet with you at anytime.

Thank you for your consideration.

Marty Kehoe
[REDACTED]



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: Parks and Recreation Advisory Committee **Agenda Date:** 07/19/2023
From: Parks and Recreation Director, Kendall Reid

SUBJECT:

Ordinance No. 23-1008, An Ordinance to Allow the Parks and Recreation Advisory Committee's (PRAC) Bylaws to Determine the Required Number of Annual Meetings

STAFF RECOMMENDATION:

Staff recommends the City Commission approve proposal to amend OCMC 2.58.050 to reduce the number of Parks and Recreation Advisory Committee meetings.

EXECUTIVE SUMMARY:

Ordinance 22-1102 is being revised to reflect a reduced number of required meetings. This will allow for the Parks and Recreation Advisory Committee (PRAC) Bylaws to be updated to meet the current needs of PRAC and improve the longevity and continuity of the Committee.

BACKGROUND:

Each year the Parks and Recreation Advisory Committee looks at their Bylaws and goals to determine if changes need to be made or new items should be added. At the May 25th, 2023, meeting, the Committee recommended that there be two changes made to the PRAC Bylaws. We must first act to revise Ordinance no. 22-1002. These changes are made to accommodate schedules, City activities, and hold efficient, productive meetings. The vote was 8-0 in favor of the suggested changes.

The following Ordinance changes are proposed:

Reduced requirement for number of meetings per year.

Due to other Parks and Recreation events, City meetings, and schedules, we have found that a minimum of 6 PRAC meetings annually makes the most sense for our mission. The committee Chair, Vice Chair, or Parks and Recreation Director may call additional meetings as necessary, with consensus from the rest of the committee members. We will forecast each month and decide if the department projects and

activity warrant a meeting for the following month so that we can best provide as much advance notice as possible to committee members and staff.

OPTIONS:

1. Approve proposal to amend OCMC 2.58.050
2. Instruct staff to return with modifications
3. Do not approve and provide staff direction.

ORDINANCE NO. 23-1008**AN ORDINANCE OF THE CITY OF OREGON CITY AMENDING OCMC 2.58.050 TO REDUCE THE NUMBER OF REQUIRED PRAC MEETINGS**

WHEREAS, the Parks and Recreation Advisory Committee serves as an advisory body providing advice to the City Commission; and

WHEREAS, the City Commission adopted Ordinance no. 22-1002 that set a minimum requirement of nine PRAC meetings per year; and

WHEREAS, the Parks and Recreation Advisory Committee reviewed proposed changes to its bylaws at the May 25, 2023 and June 22, 2023 PRAC meetings; and

WHEREAS, PRAC requests the City Commission approve a reduced requirement for the number of meetings per year.

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. The City Commission approves and adopts the amendments to the City Code for the Parks and Recreation Advisory Committee attached as Exhibit A.

Read for the first time at a regular meeting of the City Commission held on the 19th day of July, and the City Commission finally enacted the foregoing ordinance this 2nd day of August 2023.

DENYSE C. MCGRUFF
Mayor

Attested to this 2nd day of August 2023,

Approved as to legal sufficiency:

Jakob S. Wiley, City Recorder

City Attorney

Ordinance 23-1008 Exhibit A

Chapter 2.58 – Parks and Recreation Advisory Committee

2.58.010 – Established

The existing Parks and Recreation Advisory Committee is confirmed and officially recognized by the City Commission.

2.58.020 – Purpose

The Parks and Recreation Advisory Committee exists to aid the City of Oregon City in providing ample and diverse recreational opportunities for City residents, in part by advising the City Commission, through the Parks and Recreation Director, on the implementation of the Park and Recreation Master Plan. The City Commission may provide a list of objectives and responsibilities for the committee and may include those in its approved bylaws. The City Commission may also refer certain items for review by the Parks and Recreation Advisory Committee.

2.58.030 – Organization

The Parks and Recreation Advisory Committee shall consist of nine (9) members who serve staggered 3-year terms from January 1st or the date of appointment, whichever is later, until December 31st of the third year. The terms will be structured so that no more than three members' terms expire during any one-year. In addition, one (1) non-voting youth resident may be appointed as an additional member of the committee for a single year. Additional requirements may be assigned to specific positions by the City Commission through the approved bylaws. During its first meeting each year, the Parks and Recreation Advisory committee shall select a chair and vice chair to serve for that year. The chair shall lead any public meetings. The vice chair shall assume the role of chair in the absence of the chair.

2.58.040 – Appointment and Removal

Members shall be appointed by the mayor. Members shall represent a broad range of interests and experience necessary to achieve the goals and objectives of the Committee. No more than two (2) members shall reside within the same City recognized Neighborhood Association and no more than two (2) members shall reside outside the city limits. The City Commission may remove one of the committee's members with justification, including reasons of excessive absence at meetings, ethical violations, abuse of their position, a violation of City policy or code, or a violation of law. A new member may be appointed to complete the remainder of a vacant position.

2.58.040 – Powers and Duties

The Parks and Recreation Advisory Committee is tasked with providing recommendations and advice to the City Commission, the City Manager, and the City's staff. The Parks and Recreation

Advisory Committee serves in an advisory capacity and does not have independent legislative or administrative authority.

2.58.050 – Meetings

The Parks and Recreation Advisory Committee shall meet ~~at a minimum of nine (9) meetings annually~~ at a time and place selected by the committee, and in adherence with committee bylaws approved by the City Commission. The Parks and Recreation Advisory Committee shall abide by all applicable public meeting laws and policies in effect at the time of the meeting.

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2.58.060 – Bylaws

From time to time, the Parks and Recreation may draft bylaws for its own use and submit those bylaws for final approval by the City Commission.