



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING

AGENDA

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, July 05, 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.](#) Parks and Recreation 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

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. 23-20, Supporting the City's Application for a Metro 2040 Grant to Study the Beaver Creek Road Industrial Area

[7b.](#) Personal Services Agreement with Water Systems Consulting, Inc (WSC) for the Molalla Avenue 24-Inch Water Transmission Main – WIFIA 3-1 Project (CI 22-014)

[7c.](#) Public Improvement Contract with Icon Construction & Development for the Downtown Public Restroom (CI 22-012)

[7d.](#) Temporary exception to private property construction hours associated with the construction of the Clackamas County Courthouse.

[7e.](#) Minutes of the February 1, 2023 City Commission Meeting

[7f.](#) Minutes of the March 1, 2023 City Commission Meeting

[7g.](#) Minutes of the April 19, 2023 City Commission Work Session

8. PUBLIC HEARINGS**9. GENERAL BUSINESS****10. COMMUNICATIONS**

City Manager

Commissioners

Mayor

[a.](#) Mayoral Appointment of Dave Trotter to the Natural Resources Committee (NRC)

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.

PROCLAMATION

PARKS AND RECREATION MONTH

- Whereas,** Parks and Recreation is an integral part of communities throughout this country, including Oregon City; and
- Whereas,** Parks and Recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and
- Whereas,** Parks and Recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's; and
- Whereas,** Parks and Recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools, and many other activities designed to promote active lifestyles; and
- Whereas,** Parks and Recreation is a leading provider of healthy meals, nutrition services, and education; and
- Whereas,** Parks and Recreation programming and education activities, such as out-of-school time programming, youth sports, and environmental education are critical to childhood development; and
- Whereas,** Parks and Recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and
- Whereas,** Parks and Recreation is fundamental to the environmental well-being of our community; and
- Whereas,** Parks and Recreation is essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and
- Whereas,** our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and
- Whereas,** the U.S. House of Representatives has designated July as Parks and Recreation Month; and
- Whereas,** Oregon City recognizes the benefits derived from Parks and Recreation resources.

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

July 2023

as

Parks and Recreation Month

In Witness Whereof, I have hereunto set my hand this 5th day of July, 2023.

Denyse C. McGriff, Mayor

Jakob Wiley

From: Marty Kehoe <mkehoe03@gmail.com>
Sent: Monday, June 26, 2023 10:49 AM
To: recorderteam
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 <mkehoe03@gmail.com>
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 <mkehoe03@gmail.com>
Subject: **Holmes Ln. 60 townhouses**
Date: June 23, 2023 at 3:30:19 PM PDT
To: tkonkol@orccity.org
Cc: mzook@orccity.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

503-970-1111



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 07/05/2023
From: Aquilla Hurd-Ravich, Community Development Director

SUBJECT:

Resolution No. 23-20, Supporting the City's Application for a Metro 2040 Grant to Study the Beavercreek Road Industrial Area

STAFF RECOMMENDATION:

Staff recommends the Commission approve Resolution 23-20 supporting the City's application for a Metro 2040 grant.

EXECUTIVE SUMMARY:

The regional government Metro offers Planning and Development grants on a regular cycle to support a range of planning projects and activities. More information can be found [on their website](#).

The grants help remove barriers to housing development, support economic growth, promote planning that makes land ready for development, and implement Metro's long-term plan for livable and equitable communities.

The grants are funded from a regional construction excise tax on building permits issued within the Metro service area. This cycle the funds will be directed toward four categories: Concept Planning, Equitable Development, Community Engagement, and Industrial Land Readiness. The Community Development Department and Economic Development Department would like to partner on a grant application for the Industrial Land Readiness category.

BACKGROUND:

Community Development and Economic Development staff would like to leverage the assessment and community engagement work done to complete the Oregon City Thimble Creek Concept Plan and further examine the barriers to industrial development in areas both in the concept plan area and adjacent land west of Beavercreek Road. While we have seen residential and institutional development in Thimble Creek

and adjacent areas, potential industrial and other commercial projects that would support employment goals have faltered.

Staff would like to have a clearer understanding of why such development has faltered (e.g., high infrastructure costs, regulations, physical land constraints, market competition, or some combination of these factors). The expected outcome of this study will identify strategies and actions the City can take to encourage and possibly facilitate the development of industrial land.

More specifically, the project team would like to interview developers, property owners, and other stakeholders, including Clackamas County staff, as part of this work. The study area encompasses land with an Industrial Comprehensive Plan Designation on the east and west sided of Beavercreek Road.

As part of the grant application, Metro is seeking confirmation of the Commission's support of the Beavercreek Road Industrial Area study and the Commission's intent to support staff resources going toward the project as well as the Commission's intent to implement potential strategies and tools that are identified in the study. Staff is requesting the Commission to review this information and approve the attached Resolution 23-20.

OPTIONS:

1. Approve Resolution 23-20 supporting the City's application of a Metro 2040 Grant to study the Beavercreek Road Industrial Area.
2. Approve Resolution 23-20 supporting the City's application of a Metro 2040 Grant with modifications.
3. Do not approve Resolution 23-20

RESOLUTION NO. 23-20

A RESOLUTION SUPPORTING THE CITY'S APPLICATION FOR A METRO 2040 GRANT TO STUDY THE BEAVERCREEK ROAD INDUSTRIAL AREA

WHEREAS, The regional government Metro offers Planning and Development grants on a regular cycle to support a range of planning projects and activities; and

WHEREAS, The grants are funded from a regional construction excise tax on building permits issued within the Metro service area.; and

WHEREAS, This cycle the funds will be directed toward four categories: Concept Planning, Equitable Development, Community Engagement, and Industrial Land Readiness.; and

WHEREAS, The Community Development Department and Economic Development Department would like to partner on a grant application for the Industrial Land Readiness category.; and

WHEREAS, Economic and Community Development staff would like to study the Beaver Creek Road Industrial Area to identify barriers to industrial development; and

WHEREAS, If awarded the grant a study will yield strategies and actions to facilitate development of industrial land in the Thimble Creek Concept Plan and on land just east of Beavercreek Road; and

WHEREAS, As part of the grant application, Metro is seeking confirmation of the City Commission's support of this grant application, the use of staff time toward this effort, and implementation of actions to develop industrial land.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS

Section 1. This resolution shall take effect immediately upon its adoption by the City Commission.

Section 2. The City Commission of Oregon City supports City staff submitting an application for a grant to study the Beavercreek Road Industrial Area.

Section 3. The City Commission supports the use of staff time toward this project and will support implementing strategies and actions to facilitate development of industrial land.

Approved and adopted at a regular meeting of the City Commission held on the 5th day of July 2023.

DENYSE C. MCGRUFF
Mayor

Attested to this 5th day of July 2023:

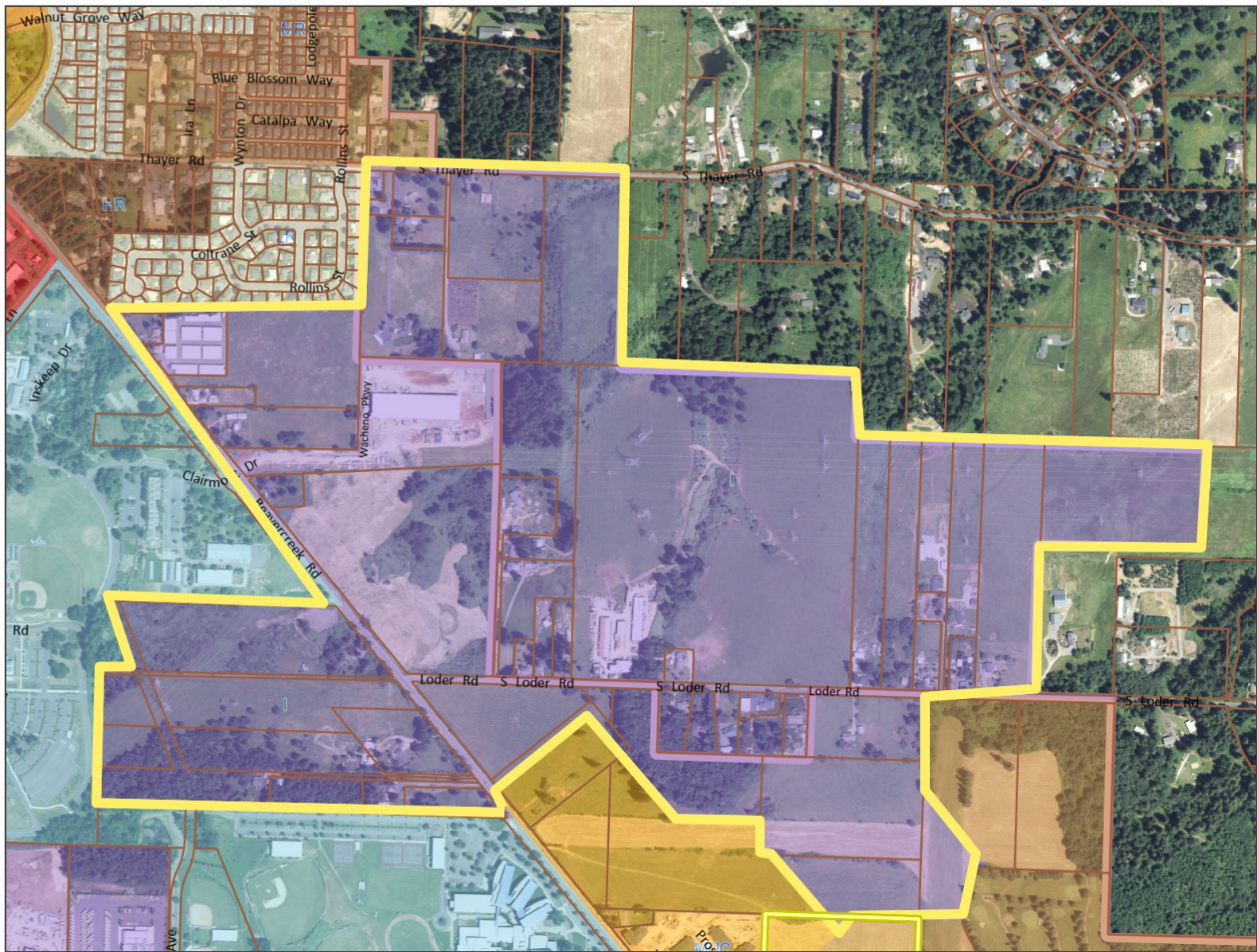
Approved as to legal sufficiency:

Jakob S. Wiley, City Recorder

City Attorney

Oregon City GIS Map

Item 7a.



Legend

Street Names

Taxlots

Unimproved ROW

City Limits

UGB

Basemap

Notes

Overview Map



0 800 1,600 Feet

1: 9,600



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 6/23/2023

Metro 2040 Industrial Land Readiness Study Area

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



Page 11



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: 07/05/2023

SUBJECT:

Personal Services Agreement with Water Systems Consulting, Inc (WSC) for the Molalla Avenue 24-Inch Water Transmission Main – WIFIA 3-1 Project (CI 22-014)

STAFF RECOMMENDATION:

Award the contract and authorize the City Manager to execute the Contract Agreement with Water Systems Consulting, Inc. in the amount of \$1,285,548 for design services, preparation of bid documents, and construction services for the Molalla Avenue 24-Inch Water Transmission Main – WIFIA 3-1 Project (CI 22-014).

EXECUTIVE SUMMARY:

This contract will provide professional services needed to complete design and provide construction services for the Molalla Avenue 24-Inch Water Transmission Main – WIFIA 3-1 Project (CI 22-014). This is the first transmission improvement project included in the City's Water Infrastructure Finance and Innovation Act (WIFIA) loan.

BACKGROUND:

This project is identified in the City's Water Master Plan adopted in 2012 and amended in 2021. An Upper System Study completed in 2022 confirmed this as the highest priority project to improve water system transmission in the city's upper pressure zone. Identified as CIP 22 in the subject documents, it will construct 4,900 linear feet of 24-inch water transmission main from the Mountain View Pump Station south down Molalla Avenue, crossing Beavercreek Blvd. where it will connect into the recently constructed 18-inch water main, which was completed as part of the Molalla Streetscape Project in 2022.

Exhibit A of the contract, attached, describes the professional services to be provided including design, support services during bid solicitation and through construction. The proposed schedule is as follows:

Phase	Start	Finish
Design	July 14, 2023	June 7, 2024
Bid Solicitation	June 7, 2024	August 20, 2024
Construction	August 20, 2024	August 26, 2025

On April 19, 2023, a request for proposals for professional engineering services and construction management services for the Molalla 24-inch Water Transmission Main WIFIA 3-1 (CI 22-014) was advertised in the *Daily Journal of Commerce* (DJC) and the City's bid site in accordance with City and State contracting procedures for Formal Selection Procedures. The solicitation ran a second time in the DJC on April 24, 2023. Proposals were due May 22, 2023 and three (3) proposals were received. Staff reviewed the proposals and determined that Water Systems Consulting (WSC) was the most qualified proposer.

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: \$1,285,548
FY(s): FY 23/24, FY 24/25, FY 25/26
Funding Source(s): Water Fund & Water SDC Fund

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

MOLALLA 24-INCH TRANSMISSION MAIN WIFIA 3-1 (CI 22-014)

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **WATER SYSTEMS CONSULTING, 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 **December 1, 2025**, 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 **one million two hundred eighty-five thousand, five hundred forty-eight dollars and no cents (\$1,285,548.00)**.

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:

WATER SYSTEMS CONSULTING, INC.
4640 S. Macadam, Suite 110
Portland, OR 97239
Attention: Scott Duran

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

WATER SYSTEMS CONSULTING, 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 22-014 Molalla 24 inch Transmission Main WIFIA 3-1\COMMISSION REPORTS\Consultant\CI 22-014 PSA Contract WSC.docx

Exhibit A

Contract Statement of Work, Delivery Schedule and Summary of Estimate for Services
Molalla Avenue 24-inch Water Transmission Main – WIFIA 3-1
City Project #: CI 22-014

Oregon City

Project Manager: Patty Nelson
Oregon City Engineering and Operations
13895 Fir Street
Oregon City, Oregon 97045
971-204-4627
pnelson@orccity.org

Water Systems Consulting

Project Manager: Scott Duren
4640 S Macadam Ave
Suite 110
Portland, OR 97239
(916) 764-7824
sduren@wsc-inc.com

Project Understanding and Work Scope for Complete ProjectOverview

The purpose of this project is to construct approximately 4,600 linear feet of new 24-inch diameter water transmission main from the Mountain View Pump Station to a connection with an existing 18-inch diameter water transmission main in Molalla Avenue just south of the Beavercreek Road intersection. The project will also replace approximately 2,400 linear feet of parallel 6-inch diameter cast iron distribution system pipelines with new 8-inch diameter ductile iron pipe within Molalla Avenue. Federal funding through the Water Infrastructure Finance and Innovation Act (WIFIA) will be used for the completion of the project.

Scope of Work Elements

The scope of work for the project will include the following tasks:

- **Task 0 – Project Management.** Includes the coordination, administration, and management of the project including quality assurance/quality control (QA/QC) and document gathering and review.
- **Task 1 – Public Outreach.** Includes the development and execution of a Public Outreach Plan to gather information from, and provide project information to, businesses and residential customers.
- **Task 2 – Survey Mapping.** Includes field and office activities to develop a basemap to be used in the development of construction contract documents.
- **Task 3 – Archeological Review.** Includes a reconnaissance survey of the project area to determine if culturally significant archeological sites may be encountered during construction and provides recommendations for field monitoring during construction.
- **Task 4 – Geotechnical and Field Investigations.** Includes field investigations of subsurface conditions along the pipeline alignment using borings, ground penetrating radar, and ground resistivity testing, and provides recommendations to inform design of the project.

- **Task 5 – Environmental Review.** Includes a hazardous materials corridor study to identify potential presence of contaminated soils or groundwater within areas of proposed excavation and an owner option to conduct follow-up site sampling to characterize the nature and extent of contamination.
- **Task 6 – Utility Coordination.** Includes research of existing utilities along the proposed alignment to identify and resolve conflicts, and limited subsurface utility exploration to positively locate underground utilities.
- **Task 7 – Permitting & Property Acquisition.** Includes preparation of permit applications necessary to complete the project and an owner option to obtain easements within private property for elements of the new water transmission and/or distribution systems.
- **Task 8 – Design.** Includes an alternatives analysis to confirm the northern alignment for the project near the Mountain View Pump Station and the preparation of design plans, specifications, and engineer's opinion of probable construction costs with collaborative interim reviews by the City.
- **Task 9 – Bid Documents.** Includes the preparation of contract documents for use in competitive bidding of the project.
- **Task 10 – Bid Phase Services.** Includes supporting the City by providing information to prospective bidders during the bid period to promote the successful award of the project without protest.
- **Task 11 – Construction Phase Services.** Includes engineering services during construction to review Contractor submittals and requests for information, construction management and observation, post-construction surveys, and an owner option to conduct archeological/historical monitoring during construction.

Project Team

The project team consists of the following core team members and subconsultants:

- Scott Duren, Project Manager, Water Systems Consulting, Inc. (WSC)
- Susan Schlangen, Project Engineer, WSC
- Jennifer Rogers, Public Outreach Lead, WSC
- Jeff Lawrence, Quality Assurance/Quality Control, WSC
- Jason Kelly, Construction Manager, DOWL
- Andy Silbernagel, Surveyor, DOWL
- Matthew Phillips, Traffic Control Lead, DOWL
- Elliot Mecham, Geotechnical Lead, Shannon & Wilson (S&W)
- Teresa Trost, Archeological/Historical Lead, Archeological Investigations Northwest (AINW)
- Joshua Eilts, Cathodic Protection Lead, Norton Corrosion
- Alia Hubbard, Environmental Review Lead, S&W
- Leslie Finnegan, Property Acquisition Lead, Universal Field Services (UFS)

- Jason Jones, Subsurface Utility Exploration Lead, VacX

Schedule

The anticipated duration of the project is assumed to require five hundred and fifty one (551) working days from Notice to Proceed through completion of construction phase services. The project schedule as planned is shown on attached Molalla Ave Pipeline Schedule dated 6/26/2023. As planned, the following is a breakdown of phases:

Design Phase	July 14, 2023 thru June 28, 2024
Bid Phase	June 28, 2024 thru August 9, 2024
Construction	August 10, 2024 thru September 16, 2025

Fee

The attached contract price reflects the level of effort and fee shown on the attached Molalla Ave Pipe Fee Schedule dated 6/26/2023. Billing and management of budget will be by Task level. No mark-up for direct expenses and 5% maximum markup for subconsultant services. Mileage is not billable within 60 miles of Oregon City.

Task 0 Project Management

This task will provide project administration, coordination, quality control, and data gathering to support the successful delivery of the scope of work within the proposed budget and schedule.

0.1 Project Administration

The project administration will include the day-to-day management of the project including the following tasks:

- Invoicing. Prepare monthly invoices to include a breakdown by task including the following:
 - Approved budget
 - Amount invoiced for current month
 - Total invoiced to date
 - Remaining balance
 - Hours and rates for individuals billing to project
 - Subconsultant charges and expenses
- Progress Reports. Prepare a monthly progress report, to be included with the monthly invoice, including the following:
 - Summary of work completed within each task corresponding with invoice amounts
 - Summary of earned value by task including the percentage of complete as a measure of the work actually done compared to the scope
 - Summary of major decisions or milestones during previous month
 - Description of significant work anticipated in following month
- General Coordination. Coordinate project team activities including the scheduling of meetings, tracking and updating of the project schedule, tracking and monitoring of the project budget, and conformance to contracted scope of services.
- Subconsultant Management. Coordination and management of subconsultants necessary for the completion of the scope of services.
- Change Management. Work with City PM to identify and track risks to maintaining the project scope, schedule and budget to identify issues early and agree on solutions to mitigate impacts through proactive mitigation measures.
- Update Project Schedule. When significant changes arise that require modifications to the project schedule, prepare an updated project schedule for review by City PM. An updated project schedule will be submitted at the completion of each design deliverable described in Task 8.
- Quality Assurance/Quality Control. Identify an internal quality assurance/quality control (QA/QC) plan and coordinate the internal reviews. Effort for internal review of deliverables will be included within the individual task corresponding to each deliverable.

Deliverables:

- (1) Monthly invoice and progress report
- (2) Updated project schedules at 30%, 60%, and 90% design deliverables
- (3) Updated project schedule at bid set deliverable

Assumptions:

- (1) Progress reports and invoices will be submitted monthly for the duration of the project in accordance with total project duration assumption provided in the overview of this scope of work.

0.2 Meetings and Coordination

During the project, regular meetings will be necessary to coordinate activities both externally between the Consultant and the City, as well as internally within the Consultant team. This task provides for both external and internal meetings including the following:

- Kick-Off Meeting. Conduct a kick-off meeting with the City PM and select City staff to provide an overview of the project, establish procedures and protocols, and discuss critical success factors. Project Manager, Project Engineer, and Construction Manager will attend.
- PM Coordination Meetings. Conduct biweekly progress meetings with the City PM during the design phase of the project to discuss progress, review project risks, identify data needs, develop project action items, and discuss overall status of the project. Meetings will occur monthly during the construction phase of the project.
- Internal Team Meetings. Conduct internal team coordination meetings during the design phase. Attendees will include WSC PM, Project Engineer (PE), and staff engineer at each meeting. Other team members including drafting lead, traffic engineering lead, and construction manager will attend select meetings.

Deliverables:

- (1) Monthly PM meeting agendas and notes

Assumptions:

- (1) PM coordination meetings of 30-minute duration, held virtually, for a total of 36 meetings with a biweekly frequency through the design phase and a monthly frequency during the construction phase.
- (2) Internal team meetings of 30-minute duration, held virtually, during the design phase of the project for a total of 32 meetings.
- (3) Kick-off meeting will be held in-person at City offices, the location to be determined later, and will be 1-hour in duration.

0.3 Document and Data Review

The City maintains records that the Consultant team will require prior to completing the tasks described in this scope of work. Requests for data will be coordinated with the City PM with

documentation of what is available within City records. Data requests and coordination include the following tasks:

- Data Request and Review. Prepare a data request and submit to the City PM to facilitate tracking and documentation of what data is available and what is not.
- Review Online Data. Access the City online GIS database to obtain available information on City owned utilities.
- Hydraulic Modeling. Prepare one written request for hydraulic modeling to provide information necessary to support the project design.

Deliverables:

- (1) Data request and tracking log
- (2) Hydraulic modeling request

Assumptions:

- (1) Consultant will be provided with an account and secure log-in to access the City online GIS database which includes access to utility record drawings, geotechnical reports, property ownership, and easement records.
- (2) Hydraulic modeling work will be performed by others through an on-call contract with the City and will be coordinated by the City Project Manager with findings provided within four weeks from receipt of hydraulic modeling request.

Task 1 Public Outreach

Public outreach will consist of the preparation of a Public Outreach Plan, preparing materials for City use to disseminate information about the project, and direct outreach to key stakeholders to gain information that may inform project decisions relative to business access along the alignment. Public outreach will commence following the kick-off meeting described in Task 0 and will continue to occur throughout the duration of the project.

1.1 Public Outreach Plan

A Public Outreach Plan (POP) will be developed and reviewed with the City to confirm the extents of outreach, the key stakeholders to be targeted, and the roles and responsibilities of the Consultant team and City staff. Preparation of the POP will include the following tasks:

- Meet with City. Conduct a one-hour virtual meeting with City, including the Consultant PM and Public Outreach Lead, to discuss the desired outcomes and responsibilities for POP prior to creating a draft document.
- Draft POP. Prepare a draft public outreach plan to include the following:
 - Stakeholder list
 - Methods of outreach and engagement
 - List of materials to be developed
 - Roles and responsibilities of outreach team & City staff
 - Schedule for implementation

- Review Meeting. Following the City review of the draft POP and receipt of comments, a response to comment log will be prepared. Conduct a review meeting with the City to discuss proposed resolutions to City comments on POP and confirm revisions to POP. Review meeting will be in-person at City office and will be attended by Consultant PM and Public Outreach Lead.
- Final POP. Revise and finalize POP to incorporate resolutions to City comments.

Deliverables:

- (1) Draft and Final POP electronically in *.pdf
- (2) Response to comments on City review of draft document

Assumptions: None.

1.2 Stakeholder Database

To track communications and specific concerns and needs of public stakeholders with residences or businesses along the proposed project alignment, a database will be established. Information related to access will be collected and tracked for businesses along the alignment and will be used to inform the detailed design of the project. Preparation of the database will commence following a final POP as described in Task 1.1 and selection of a preferred alignment as described in Task 8.1 and will be maintained throughout the duration of the project. The following tasks are included:

- Develop Database. Develop a database of property owners and businesses anticipated to be impacted along the pipeline alignment using City GIS and publicly available tax records.
- Track Communications. The database will be used to track direct communications with residents and businesses including mailers, phone conversations, emails, and survey participation.
- Update Business Information. Information provided by businesses related to access constraints or other considerations will be updated within the database as it becomes available.

Deliverables:

- (1) Electronic stakeholder database in Microsoft Excel format

Assumptions:

- (1) Database will be maintained in Microsoft Excel and is limited to one entry for each property along the alignment with the approximate size of the database assumed to include up to 100 properties.

1.3 Outreach to Businesses

Direct outreach to businesses will be used to collect information that will be considered during the detailed design of the project. Mailers and an on-line survey will be used to collect information efficiently, with follow-up virtual meetings, direct phone calls and in-person meetings

to obtain information from businesses that have significant concerns and potential impacts from limited access during construction. Results from the survey, virtual meetings, and direct calls with businesses will be used during the development of the 60-percent design to identify sequencing and traffic control measures that will mitigate impacts to businesses. Findings from in-person meetings with select businesses will be used to develop any specific measures or considerations at the 90-percent design that must be communicated to the Contractor. The outreach will include the following tasks:

- Project Mailer. Prepare a draft one- or two-page mailer to be sent to businesses along the alignment to advertise upcoming virtual meetings and providing links and/or a QR code to an online survey to solicit input. Following receipt of City comments on the draft mailer, a final mailer will be provided for the City to print and mail to businesses.
- Online Survey. Prepare an online survey through a third-party provider with a link to be posted on the City website that will direct businesses to the online survey. A draft survey will be prepared for review by the City, with comments incorporated into a final version prior to posting for public access. Survey will identify specific constraints for each business owner and collect information, including the following:
 - Contact information
 - Best method of communication
 - Type of access needed
 - Hours when access is needed
 - Hours of operation
 - Special permitting or coordination requirements
- Virtual Meeting Support. Provide draft materials to be used for two virtual meetings tailored towards businesses, to be provided at different times of day and on different dates, to allow concerned business owners and/or managers to attend and provide input. Review draft materials with City and incorporate comments into a final version. City staff will organize and lead the virtual meetings. Virtual attendees will be asked to register and complete the online survey described above. The Consultant Public Outreach Lead will attend each virtual meeting to provide support and to take notes.
- Direct Calls to Businesses. Prepare a template, based on the on-line survey, for use in collecting information during direct calls with businesses. Conduct a thirty (30) minute phone call with business owners that did not provide feedback through the survey or attendance at virtual meetings. Prepare written notes on each call to be incorporated into database described in separate task.
- In-Person Meetings. Schedule and meet with up to eight (8) business owners to discuss specific constraints and potential mitigation measures that would reduce impacts following City review of the 60-percent design documents described in Task 8. A City representative will attend and lead each meeting with the Public Outreach Lead in attendance to capture written notes to summarize key findings. Coordinate

with City to confirm the list of business owners to be met with, but it is anticipated that the following businesses will be included:

- Grocery Outlet
- Chevron
- Shell
- McLoughlin Place Senior Living
- AFC Urgent Care
- Safeway
- Texaco
- Walgreens

Deliverables:

- (1) Electronic draft and final mailer in *.pdf
- (2) Electronic draft and final survey content in Microsoft Word format
- (3) Electronic draft and final virtual meeting presentation in Microsoft PowerPoint format
- (4) Electronic notes from virtual meetings, direct calls and in-person meetings with businesses in Microsoft Word format

Assumptions:

- (1) Up to 65 businesses along Molalla Ave will be sent a mailer, WSC will provide an electronic version of the mailer and addresses, and City will conduct the printing, mailing and postage.
- (2) Online survey will be provided through a third-party provider with links made available through the City website and/or provided in mailers using QR codes.
- (3) City staff will lead all virtual meetings and will attend and lead all in-person meetings.
- (4) City will provide the format and technical support necessary for hosting virtual meetings.
- (5) Up to one-third of business owners, or approximately 22 businesses, will require a follow-up telephone call in an attempt to populate the database with missing information.
- (6) Up to eight (8) in-person meetings with businesses will be held.

1.4 Meet with Stakeholder Groups

Following the completion and City review of 60-percent design documents described in Task 8, general public outreach will commence to provide information about the proposed project. Mailers, open-house meetings, and attendance at active stakeholder group meetings will be used to disseminate project information and encourage feedback prior to bidding the project. The following tasks are included:

- General Public Mailer. Prepare a draft one- to two-page mailer targeted for providing project information to the general public and to residential neighbors to the project

alignment including an invitation to open-house public meetings, a link to the City website that will be used to convey project updates, and a link to subscribe to text or email updates from the City. Following receipt of City comments on the draft mailer, a final mailer will be provided for the City to print and mail.

- Open-house Meeting Support. Provide draft materials to be used for two general open-house public meetings, to be provided at different times of day and on different dates, to provide project information to the general public. Review draft materials with City and incorporate comments into a final version. City staff will organize and lead the open-house meetings. The Consultant Public Outreach Lead will attend each meeting to provide support and to take notes.
- Stakeholder Meeting Support. Update presentation materials from the open-house public meeting based on public comments received during the open-house for subsequent use in communicating about the project to active stakeholder groups.

Deliverables:

- (1) Electronic draft and final general public mailer in *.pdf
- (2) Electronic draft and final open-house meeting presentation in Microsoft PowerPoint format
- (3) Electronic update of open-house meeting presentation for use in stakeholder meetings in Microsoft PowerPoint format
- (4) Electronic notes from open-house meetings in Microsoft Word format

Assumptions:

- (1) One open-house meeting will be held in person in Oregon City, at a location to be determined, and one will be held virtually.
- (2) City will provide the format and technical support necessary for hosting both virtual and in-person open-house meetings.
- (3) City will lead and attend meetings with active stakeholder groups and Consultant attendance will not be necessary.

1.5 Updates During Construction

During the construction phase of the project, written and graphic content will be provided to the City for use on the City website to communicate project information and status. The following tasks are included:

- Initial Project Description. Provide draft written and graphic content for posting on the City website to convey information about the project. Following receipt of City comments on the draft materials, a final version of the written and graphic content will be prepared for posting.
- Periodic Updates. At significant project milestones during the course of the project, WSC will provide a draft update to the project description with key upcoming activities and status of the work. Following receipt of City comments on draft updates, a final version will be prepared for posting.

Deliverables:

- (1) Electronic draft and final initial project description in *.pdf
- (2) Electronic draft and final project updates in *.pdf

Assumptions:

- (1) Initial project description will be limited to two- to three-pages of written content and up to two graphics to depict the project extents and activities.
- (2) Assume that up to ten (10) updates will be provided, requiring 4 hours of effort to create, over the course of the project construction.

Task 2 Survey-Mapping

2.1 Topographic Survey

A topographic survey and base map will be prepared for the preferred project alignment based on a field survey by the Surveyor. The survey extents will extend from edge of right-of-way to edge-of-right of way starting 100 feet south of the intersection of Molalla Avenue and Beavercreek Road and running north along Molalla Avenue to Mountain View Street, then turning down Mountain View Street for 300 feet. The survey will also include a pre-construction survey as required by Clackamas County to identify and document monumentation ahead of construction. A post-construction survey is included as part of Task 11 Construction Phase Services. The topographic survey includes the following tasks:

- Notifications. Prepare a Survey Notification Letter and mail it to adjacent property owners.
- Traffic Control. Engage a local certified flagging company to provide traffic control for survey work within Molalla Ave and Mountain View Street. The traffic control plan will be reviewed with Oregon City Development Desk for approval prior to conducting field survey work.
- Set Controls. Establish horizontal and vertical control points, including the establishment of primary control monuments and maintaining line of sight throughout the entire survey limits. Where control points are established, they will be located outside of planned work zones, so they are available during construction.
- Field Survey. Survey existing surface features within the survey limits with elevations consistent with the vertical datum including, but not limited to, the following:
 - Face of buildings
 - Fences
 - Utilities, including locate markings provided by utility owners, and identifications such as numbers shown on power and/or telephone poles, vault tags, telephone pedestals (also known as risers), cabinets, meters, fences or screened enclosures for gas regulators, and sanitary sewer pump stations.
 - Ditches
 - Driveways

- Structures
- Culverts
- Trees with diameter at chest height greater than 8-inches
- Signs
- Centerline and edge of pavement
- Traffic striping
- Sanitary sewer and storm sewer manhole rim elevation, and depth to invert of all pipes connected to each manhole, including pipe diameter, orientation of connection to manhole (i.e., north, southwest, etc.), and pipe material
- Storm sewer catch basins, sedimentation manhole, and dry well rim and/or grate elevations, depth to bottom of sump, depth to invert of all pipe connected, including pipe diameter, orientation of connection, and pipe material.
- Top of actuator nut on water main valves to determine approximate depth.
- Measure vertically the lowest wires that cross street or road intersections and calculate a true elevation of those wires. DOWL shall note this in the field notes and survey base map.
- Utility Locates. Gather the field data necessary to show utility locations in the base mapping for the roadway design. A request will be made for underground utilities to be marked in the field (known as “field locates”) within the immediate Project area as identified using the statewide “One-call” utility notification system and submittal of a “pre-survey” locate request. All utility operators with buried facilities subscribe to the One-Call system (OUNC-Oregon Utility Notification Center). When surveying marked lines, DOWL will record in the field notes the utility ownership when describing the line data points. DOWL shall tie all non-tangent markings (i.e., survey shots shall be of sufficient frequency to accurately record each facility’s alignment and deviation). DOWL shall indicate aerial line alignments by rotating cell elements for poles, such that the small line that bisects the square or round symbol is arranged to the wire alignment.
- Create a Digital Terrain Model (DTM). DTM shall depict the actual surface shape in each section. DOWL shall gather topographic data for this Project by techniques consistent with preparing a DTM. DOWL shall use a combination of survey data at break lines, features, and spot locations to develop the DTM model. DOWL shall perform the topographic survey to establish the configuration of the ground and the location of natural and man-made objects.
- Establish Confidence. Collect confidence points with the intent to verify surface modeling within triangles created during development of the DTM surface, striving for intervals of no greater than 200 feet. DOWL shall collect confidence points over the DTM at approximately two percent (2%) to five percent (5%) of total contourable points. DOWL shall produce a confidence report to verify the accuracy of the DTM.
- Right-of-Way Research. Perform right-of-way research (surveys, plats, deeds, etc.) to locate existing monuments and to resolve existing roadway centerlines and right-of-

way lines within the project limits. Obtain Lot Book Reports for each of the properties adjoining Molalla Avenue. Assumed Fifty (50) properties. Resolve the existing centerline and right-of-way lines for Molalla Avenue and OR 213. Existing side street centerline and right-of-way lines will not be resolved, as necessary, in the project areas. Existing property lines will not be resolved, but will be calculated from survey and deed records, as necessary. Parcel tax lot ID numbers, owner names, property addresses (if applicable), existing property lines (entire property), and existing right-of-way lines will be compiled on a right-of-way map.

- Pre-Construction Survey. Perform a field survey of existing monuments subject to disturbance by the project or needed to resolve existing right-of-way lines. If the initial search is inconclusive, a second search will be made utilizing coordinates calculated from nearby found monuments and/or additional measurements. DOWL shall survey at least one Public Land Survey System (PLSS) corner tie for ROW descriptions and future filing of the survey. Prepare a pre-construction record of survey to show the existing centerlines and right-of-way lines to document the factors pertaining to resolution of centerline and right-of-way lines, and to show control established. This survey will also dimension the location of monuments that may be disturbed by construction. The survey will conform to ORS 209.155 and ORS 209.250. The units will be in International Feet and the record of survey will be filed with the Clackamas County Surveyors Office.

Deliverables:

- (1) Electronic ASCII file with reference control points
- (2) Electronic scan of field notes in *.pdf
- (3) Electronic survey notification letter in *.pdf
- (4) Electronic survey base map & DTM in AutoCAD v2018 format
- (5) Electronic confidence point report in *.pdf
- (6) Electronic pre-construction record of survey in *.pdf

Assumptions:

- (1) No permit fees or application will be necessary for field survey other than a City review of traffic control measures
- (2) Survey extents are from right-of-way to right-of-way
- (3) City will provide access to manholes and valve boxes as necessary to collect utility invert and depth of pipe data
- (4) The Oregon Coordinate Reference System – Portland Zone using horizontal datum of NAD 83 (2011) Epoch 2010.00 and vertical datum of NAVD 88 (Geoid 12A) Epoch 2010 are assumed.
- (5) Filing fees for pre-construction survey with Clackamas County will be paid by City

Task 3 Archeological/Cultural Review

The Archeological Lead will conduct a reconnaissance level survey to assess the need for archeological permitting and monitoring during construction. The need for monitoring during construction is not currently understood and will be included as an Owner directed task based on recommendations from the reconnaissance level survey.

3.1 Reconnaissance Level Survey

The Archeological Lead will conduct research to evaluate the potential of a significant archeological resource being adversely affected by the project. Field observations of geotechnical borings described in Task 4 will be the only field investigations conducted prior to preparing a Phase 1 Archeological Survey Report with recommendations for field monitoring during construction. The following tasks are included:

- Archival Research. Perform archival research to evaluate the probability of a significant archeological resource being adversely affected by the project including the following sources:
 - State Historic Preservation Office archeological database
 - Historical maps such as General Land Office maps
 - Early aerial photographs
- Monitor Geotechnical Borings. Monitor aspects of geotechnical field survey, including field observation of borings and ground penetrating radar surveys
- Phase 1 Archeological Survey Report. Prepare a draft Phase 1 Archeological Survey Report that includes the results of the archival research, describes the geotechnical survey observations, and presents recommendations regarding further archaeological investigation within the project area. Review city comments and conduct a review meeting to confirm resolution prior to preparing a final version of the report.

Deliverables:

- (1) Electronic draft and final Phase 1 Archeological Survey Report in *.pdf

Assumptions:

- (1) For the archival research, an area extending approximately one-mile outwards in all directions from the project area is assumed for limiting the extents of work.
- (2) No additional field survey will be required to complete the Phase 1 report. If archival research and/or geotechnical field survey observations indicate a need for additional field survey to complete a Phase 1 report, a scope and level of effort will be prepared for City review as an amendment.
- (3) Additional projects that are part of the overall WIFIA loan package are believed to be in locations with historical use that differs enough from Molalla Ave that a separate reconnaissance level survey will be necessary and the reconnaissance level survey in this project will not be sufficient to cover the overall program.

3.2 Archeological Permitting

An archeological permit and Inadvertent Discovery Plan (IDP) are anticipated to be necessary for the project and will be prepared following the completion of the reconnaissance level survey described in the previous task. The following tasks are included:

- Archeological Excavation Permit Application. Prepare a draft application for an Archeological Excavation Permit from the State Historic Preservation Office (SHPO) and provide to the City for review. Incorporate City comments into a final application to be submitted to SHPO on behalf of the City.
- General IDP. Prepare a draft general Archeological IDP in accordance with state guidelines and requirements that can be used for the project, as well as for other planned transmission main projects that are part of the overall WIFIA loan package. Incorporate City comments on the draft Archeological DIP into a final version.

Deliverables:

- (1) Electronic draft and final Archeological Excavation Permit Application in *.pdf
- (2) Electronic draft and final Archeological IDP in Microsoft Word format

Assumptions:

- (1) City will pay for any permit application fees required for the archeological excavation permit.
- (2) An Archeological IDP will be capable of describing necessary guidelines and procedures in a general manner so that it can cover other projects included in the overall WIFIA program
- (3) The Archeological IDP will be an appendix to the Excavation Permit application

Task 4 Geotechnical and Field Investigations

The geotechnical and field investigations will include field collections of borings, ground penetrating radar, and soil resistivity testing to inform the design phase of the project. A geotechnical design report will be provided with recommendations.

4.1 Geotechnical Investigation

The Geotechnical Lead will develop an Exploration Work Plan (EWP) for review with the City to plan and coordinate subsurface borings along the proposed pipeline alignment. Borings will be conducted in accordance with the EWP and findings will be shared with the City. The following tasks are included:

- Data Review. Review available geologic, groundwater, subsurface and geologic hazard information along the proposed pipe routes, including published maps and previous borings or subsurface information within the City's and Geotechnical Lead's files.
- Site Visit. Perform a reconnaissance level site visit to assess existing conditions, mark boring locations, and calling for utility locates to confirm locations are feasible.

- Exploration Work Plan (EWP). Prepare an EWP to describe field explorations to be performed, including a health and safety plan, sampling plan, and traffic control plan, for review by design team and City.
- Field Work and Laboratory Analysis. Conduct the following geotechnical exploration and laboratory testing program:
 - Borings will be advanced with a drill rig capable of performing SPT sampling and asphalt core samples will be performed at each boring location.
 - Perform laboratory analyses to provide data on the physical characteristics and identification of subsurface materials including standard classification tests, water content, Atterberg limits, and gradation analysis.
 - Compaction tests and corrosivity testing of the native material are not included as the new pipeline will use imported granular material for pipe bedding and backfill
 - Review draft field logs and samples and develop boring logs using GINT software.

Deliverables:

- (1) Electronic draft and final Exploration Work Plan in *.pdf
- (2) Electronic boring logs and laboratory analysis reports in *.pdf

Assumptions:

- (1) Standard traffic control plans from the Oregon Temporary Traffic control Handbook will be acceptable for City approval, no site-specific traffic control plans will be required, and no permit fees are required by the City for field work within Molalla Ave.
- (2) Up to eight (8) borings will be collected to a depth of ten (10) feet below ground surface. The exact number and depth of borings will be determined as part of the Exploration Work Plan.
- (3) No below ground obstructions, such as buried concrete panels, rocks, or other objects will impede the ability to collect borings to the desired depth.
- (4) No contaminated soil will be encountered and excavated soil can be disposed of at a facility that accepts clean fill.
- (5) No rock coring will be required.
- (6) Davis-Bacon, or other non-standard wage considerations will not apply to drilling work that is supporting design

4.2 Ground Penetrating Radar

Ground penetrating radar (GPR) will be used to survey cross-sections of the Molalla Ave right-of-way to locate the approximate extents of any buried concrete panels from the old farm to market road. Information from the GPR survey will be used to convey the approximate locations of subsurface concrete to bidders in the design documents. The following tasks are included:

- GPR Survey. A geophysical survey would be performed at cross-sections approximately every 50 feet along the alignment. Field survey work would be conducted at night to minimize traffic impacts.
- GPR Report. Findings from the geophysical survey will be provided in a brief report to summarize locations and depths of potential buried concrete panels.

Deliverables:

- (1) Electronic GPR Report in *.pdf

Assumptions:

- (1) Standard traffic Davis-Bacon, or other non-standard wage considerations will not apply to GPR work that is supporting design

4.3 Geotechnical Design Report

The Geotechnical Lead will oversee the preparation of a Geotechnical Design Report (GDR) that includes interpretation of data obtained in previous tasks and recommendations for the transmission pipeline design. The GDR will be prepared in parallel with the design and will be completed prior to the preparation of 90-percent design documents so that recommendations can be reflected within the technical specifications and design details. The following tasks are included:

- Geotechnical Analysis. Data will be collected and engineering evaluations will be performed that will lead to the preparation of conclusions and recommendations concerning the following:
 - Physical properties and characteristics of the subsurface soils including pavement and base rock thickness and depth to bedrock, if encountered at boring locations, including groundwater levels, and perched groundwater.
 - Presence and potential extents of fill material versus native soils
 - General excavation methods and types of shoring system – specific approach and design by construction contractor;
 - Assessment of groundwater control and types of groundwater control methods;
 - Subgrade preparation and pipe bedding;
 - Trench backfill.
- Draft GDR. A draft Geotechnical Design Report will be prepared presenting the results of various field, laboratory and office studies, and conclusions and recommendations for review and comment
- Final GDR. A final Geotechnical Design Report will be prepared addressing and incorporating any City review comments.

Deliverables:

- (1) Electronic draft and final GDR Report in *.pdf

Assumptions:

- (1) No trenchless pipeline installation will be included in the project and thus will not be covered in the report.
- (2) The pipeline is located outside of areas with elevated slope stability or seismic liquefaction risk.

4.4 Cathodic Protection

To assess the potential for corrosion of the buried water transmission main, resistivity testing will be conducted by the Cathodic Protection Lead within the soils along the alignment. Results of the resistivity testing will be summarized in writing along with recommendations for cathodic protection of the pipeline. Resistivity testing will be completed prior to the preparation of 90-percent design documents so that recommendations can be reflected within the technical specifications and design details. Tasks include the following:

- Field Resistivity Testing. Norton Corrosion shall perform soil resistivity testing along the preferred pipeline alignment, and review findings from the geotechnical investigations in Task 2.1 to assess the corrosive potential of the soils.
- Stray Current Research. Request and review information on potential stray current sources along the alignment including the potential for impressed current cathodic protection systems on other utilities.
- Recommendations. Provide recommendation for preferred cathodic protection system(s) including preliminary sizing of facilities and estimated construction costs.

Deliverables:

- (1) Electronic written recommendations for cathodic protection in email format

Assumptions:

- (1) Soil resistivity will be conducted outside of the paved roadway in landscaping areas and will not require traffic control.
- (2) No significant stray current sources are anticipated to be present within the pipeline alignment.

Task 5 Environmental Review

5.1 Hazardous Materials Corridor Study

To assess the potential for contaminated soils along the pipeline alignment, the Environmental Review Lead will conduct a Hazardous Materials Corridor Study (HMCS). The HMCS will provide a summary of research and database review and will provide recommendations for additional soil sampling, if necessary, to characterize soils and determine appropriate disposal methods. Phase II soil sampling is not anticipated to be necessary, but if findings in the HMCS lead to a recommendation for sampling, a scope of work and fee estimate would be developed as an owner directed task. The HMCS will commence following the Kick-off Meeting and will be completed prior to the 30-percent design so that findings can be considered during alignment development. The following tasks are included:

- Site Visit. Conduct a site reconnaissance to identify potential sources of contamination that could impact construction in accordance with the Hazardous Waste guide for Project Development by the AASHTO Special Committee on Environment, Archeology and Historic Preservation.
- Research. Review available federal and state environmental databases to identify sites that could potentially impact the project. Research and database review will be limited to properties immediately adjacent to the right-of-way along the proposed pipe alignment.
- Assess Need for Sampling. Assess whether soil sampling is required to determine if the corridor meets DEQ's clean fill screening levels for contaminants of concern. For fee estimating purposes, it is assumed that no Phase II sampling will be required however an optional task has been included to provide additional sampling if necessary.
- Draft HMCS. Prepare one Draft Hazardous Materials Corridor Study (HMCS) report for all proposed work that may include ground disturbance along Molalla Avenue, including a summary of research and database review, and recommendations for further investigation, if necessary.
- Final HMCS. Incorporate comments into a Final HMCS report.

Deliverables:

- (1) Electronic draft and final HMCS report in *.pdf

Assumptions:

- (1) Project extents for database research will be limited to properties immediately adjacent to the right-of-way along the pipeline alignment.
- (2) No Phase II sampling is anticipated to be necessary, but if the HMCS identifies a significant risk of encountering contaminated soils or groundwater during transmission main construction, a proposal for additional sampling will be developed.

Task 6 Utility Coordination

Utility coordination will consist of two steps; utility research to gather information on existing buried utilities to assess the potential for a conflict, and field subsurface utility exploration (SUE) to confirm if conflicts exist.

6.1 Utility Research

The utility research will consist of outreach to existing utility owners to obtain records, showing utility locations on existing plans to confirm locations, and working with utilities to resolve potential conflicts. The initial utility research will commence after the project kick-off meeting and continues through the detailed design. Draft utility letters will be provided for City review and comment prior to sending to utility owners. The following tasks are included:

- Utility Coordination Log. Following the initiation of a utility location ticket through the Oregon Utility Notification Center as described in Task 2 Topographic Survey, a utility coordination tracking log will be developed to identify potential underground utility owners along the alignment and the appropriate contact information. The utility coordination log will also be used to document the status and results of information requests and subsequent communications from utility owners.
- Initial Utility Letters. Initiate a written request, provided to each utility owner by email, for available record drawings or other documentation from existing utilities within the proposed alignment. A draft of each utility letter will be provided to the City for review and comment prior to sending. The initial utility letters will be sent in parallel with commencing field topographic survey. Obtain and review available record drawings from utility owners for use in depicting locations and depths of underground utilities on pipeline plan and profile drawings.
- Second Utility Letters. Upon completion of the 30-percent design described in Task 8, prepare a second set of written letters, delivered by email to each utility owner, and provide a set of 30-percent design plans for review and confirmation of utility locations relative to the proposed transmission main alignment. A draft of each second utility letter will be provided for City review and comment prior to sending.
- Utility Conflict Log. Following the completion of the 30-percent design drawings for the pipeline, including available information from utility field locates and record drawings, prepare a utility conflict log with an entry for each anticipated utility crossing along the alignment, indicating one of the following status entries for each location:
 - No conflict exists
 - Potential for conflict exists and further subsurface utility exploration is needed
 - Conflict exists and coordination with utility will be required to resolve
- Third Utility Letters. Following preparation of 60-percent design drawings with pipeline profile, prepare a third set of written letters, delivered by email to each utility owner along with a set of 60-percent design plan and profile plans for review and confirmation of potential conflicts, or lack thereof. Where potential conflicts exist, a request for owner field verification will be made. A draft of each third utility letter will be provided for City review and comment prior to sending. Coordination with utility owners will determine if subsurface utility exploration by the Consultant will be necessary.
- Relocation Request Letters. Following subsurface utility exploration indicating a conflict does exist, a final set of written letters, delivered by email to utility owners with confirmed conflicts, will request a relocation of the conflicting utility per the City's franchise agreement and a proposed schedule for the relocation. A draft of each relocation request letter will be provided for City review and comment prior to sending.

Deliverables:

- (1) Electronic draft and final first, second, and third utility letters in *.pdf
- (2) Electronic draft and final relocation request letters in *.pdf
- (3) Electronic utility conflict log along with each design deliverable in Microsoft Excel format

Assumptions:

- (1) Utility letters will only be necessary for non-City owned utilities and limited to electrical power, natural gas, and communications.
- (2) Any relocation of a utility, if necessary, will be designed and managed by the utility owner and will not be included as a design task under this contract.

6.2 Subsurface Utility Exploration

To confirm potential utility conflicts, the Subsurface Utility Exploration (SUE) Lead will conduct potholing to determine the depth, size, and material for select buried utilities. Traffic control plans will be prepared and reviewed with the City prior to conducting SUE in the field. The following tasks are included:

- Potholing Plan. Develop a potholing plan following 60-percent design to identify critical SUE locations where a risk of potential conflict exists, as identified in the utility conflict log and confirmed by utility owners. A draft SUE plan will be submitted to the City for review and comment. A final SUE plan will be developed to incorporate City comments and will serve the basis for developing traffic control plans.
- Traffic Control Plan. Prepare a traffic control plan for each potholing location and confirm plans are acceptable with City Development Desk prior to conducting field activities. Assume that potholing can be completed during daytime working hours and night-work is not required.
- Field Investigations. Using a modified vactor truck, the SUE Lead will core pavement and vacuum excavate an approximate 12-inch diameter hole to locate underground utilities identified in the Potholing Plan. The SUE Lead will coordinate with the utility owners for assistance in location prior to potholing. Each pothole will be backfilled in accordance with City standards upon completion.
- SUE Report. Prepare a SUE report for each pothole location with documentation of field location efforts, depth to utility, diameter and pipe material type. A separate report will be prepared for each pothole location.

Deliverables:

- (1) Electronic draft and final Potholing Plan
- (2) Electronic SUE Reports in *.pdf

Assumptions:

- (1) Up to 10 potholes will be performed during design phase. The potholing quantity is based on the assumption that the proposed transmission main and distribution pipe replacements will be located in the center turn lane of Molalla Ave which appears to

be free of utilities, and that elevations will be surveyed for all sewer and storm drain crossing inverts at upstream and downstream manholes and top of valve actuators in valve boxes for all water main valves along the alignment.

- (2) Potholing is anticipated to be limited to natural gas and locations where exact depths or horizontal locations are necessary to confirm a conflict does not exist.
- (3) Field investigations will be conducted during daytime hours and will not require night or weekend work.

Task 7 Permitting and Property Acquisition

The proposed alignment is anticipated to disturb more than one acre for construction of the pipelines and a 1200-C permit will be required with the Oregon Department of Environmental Quality (DEQ). A review of the City GIS files indicates that the edge of right-of-way is set back from the back of sidewalk on one side of Molalla or the other for most of the alignment, and the need for property acquisition is not anticipated, however an optional task has been included to provide for the acquisition of three temporary construction easements that can be included as an Owner option if necessary.

7.1 Oregon Dept. of Environmental Quality 1200-C Permit

An application for an Oregon DEQ 1200-C Permit will be prepared, including a complete set of Erosion and Sediment Control Plans (ESCPs) indicating the Best Management Practices (BMPs) to be used by the Contractor during construction. The tasks include the following:

- Permit Application. Upon completion of the ESCPs as part of the detailed design, a 1200-C Permit Application Form and Land Use Compatibility Statement (LUCS) will be prepared for submittal to DEQ. A draft application will be provided for City review and comment prior to submittal to DEQ.
- Review Meeting. Following receipt of comments from DEQ, if necessary, a review meeting will be scheduled to discuss and resolve any comments prior to resubmittal of the ESCPs.

Deliverables:

- (1) Electronic draft and final 1200-C Permit Application

Assumptions:

- (1) The City will assist in gaining signatures for the LUCS and will pay the permit application fees required by DEQ
- (2) No known contamination exists along the alignment that would require preparation of an Environmental Management Plan.
- (3) City has the ability to self-review water improvement plans on behalf of the Oregon Health Authority and no plan review will be necessary.
- (4) No additional property acquisition will be required for the pipelines or appurtenances.

Task 8 Design

The design will include an alignment alternatives analysis, followed by 30-, 60-, and 90-percent design deliverables with increasing amounts of detail provided for City review and comment. The scope of work assumes the transmission pipe will be approximately 4,600 linear feet of 24-inch diameter pipe, and distribution piping replacements will include 2,400 of 8-inch diameter pipe.

8.1 Alignment Alternatives Analysis

The alignment alternatives analysis will focus on the northern portion of the alignment from the Mountain View Pump Station to the intersection of May Street and Molalla Ave where there are three potential alternatives. Alignment selection criteria will be developed with the City and used to evaluate each alignment alternative. A workshop with City staff will review the results of the evaluation and confirm the recommendation for a preferred alignment alternative. The evaluation will be documented in a brief Technical Memorandum. The following tasks are included:

- Alignment Criteria. Prepare preliminary alignment criteria for discussion and review in preparation for the alignment analysis.
- Alignment Analysis Workshop. Prepare exhibits for each alignment alternative and rank each based on the alignment criteria. Prepare agenda and a ranking matrix for an Alignment Analysis Workshop to discuss the alignment and crossing alternatives and determine the recommended option. The workshop will be attended by the PM, Project Engineer, Traffic Control Engineer, and Construction Manager.
- Tech Memo. Prepare a draft TM summarizing the alignment analysis and recommendations for review by City. Finalize TM to incorporate comments on the draft TM.

Deliverables:

- (1) Electronic draft and final Alignment Alternatives Technical Memorandum in *.pdf

Assumptions:

- (1) The City will provide staff for participation in the workshop, with exact attendance to be determined in the future.
- (2) Alignment analysis workshop will occur in-person at a City building to be determined later and will be up to 2 hours in duration.

8.2 30-Percent Design

The primary goal of the 30-percent design will be to get feedback and confirm the horizontal alignment of the transmission and distribution main replacement pipelines within the project alignment. The following tasks are included:

- Plans. Using the survey base map, the design team will prepare detailed design plan and profile drawings for use in the construction of the pipeline alignment. When

completed, plans will show the horizontal alignment and profile of the watermain, existing road surface, and other key features in addition to locations of tees, bends, gate valves, blow-off valves, air release/vacuum valves, meters, hydrants, and other incidental appurtenances. A preliminary list of anticipated drawings is provided as Attachment A to this scope of services. For the 30-percent design deliverable, only pipeline plan and profile drawings and preliminary traffic control plans will be provided. The pipeline plans will indicate the alignment and stationing for pipelines with profile showing the ground surface elevations only and will include available underground utility information to indicate potential conflicts. Preliminary traffic control plans will be provided to begin discussion with the City regarding daytime or night-time work and to confirm horizontal location of the alignment is acceptable.

- Details. Details will not be included in the 30-percent design, but a list of anticipated standard City details will be included and a preliminary detail sheet count will be provided.
- Technical Specifications. A list of anticipated technical specifications for the project will be included.
- Estimate. Prepare an engineer's estimate of probable construction costs with appropriate contingencies for a 30-percent design.
- Design Deliverable. A 30-percent design deliverable will be provided for City review and comment. Plans will be provided both in electronic *.pdf format as well as two (2) full-size 22"x34" hard copies. An internal review of the deliverable will be completed for consistency, technical feasibility, and constructability with comments addressed and reflected in the deliverable provided to the City.
- Review Meeting. Upon receipt of City review comments, a response to comments table will be prepared to include each City review comment and the proposed design team response and resolution. A 30-percent review meeting will be conducted with City staff, to review specific comments that require further discussion to confirm a mutually acceptable resolution.

Deliverables:

- (1) Electronic 30-percent design plans in *.pdf
- (2) Two sets of full-size 22"x34" hard copies (or roll maps) of 30-percent design plans
- (3) Electronic list of anticipated technical specifications and details in *.pdf
- (4) Electronic engineer's opinion of probable construction costs in Microsoft Excel format
- (5) Electronic response to comments log in Microsoft Excel format

Assumptions:

- (1) Plan and profile drawings will be prepared using a scale of 1-inch equals 20 feet horizontal and 1-inch equals 5 feet vertical, or roughly 400 linear feet of alignment per 22" x 34" drawing.

- (2) Plans for 30-percent design will be limited to only include title sheet, general notes, plan and profile drawing sheets, and preliminary traffic control drawings. Vertical profile portion of plans will only include ground surface elevation at 30-percent and no piping will be shown.
- (3) Design review meeting will be held in-person at City offices, with location to be determined, and will be attended at a minimum by PM and Construction Manager. City staff attendance will be determined by City PM. Meeting will be 2 hours in duration.
- (4) City will provide a table with all review comments one week prior to design review meeting and will address conflicting and duplicate comments prior to sending.

8.3 60-Percent Design

The primary goal of the 60-percent design will be to get feedback and confirm the vertical alignment of the transmission and distribution main replacement pipelines, including the locations of air relief valves, blow-offs, and other appurtenances. The following tasks are included:

- Plans. The plans described in the previous task will be updated to incorporate approved resolutions to City comments and to add design elements for pipeline profiles as well as preliminary details for appurtenances that are necessary to demonstrate the operability of the pipelines. A preliminary list of anticipated drawings is provided as Attachment A to this scope of services.
- Technical Specifications. A full set of technical specifications for the project will be provided, with highlighted sections to indicate where additional work will be required prior to the next design deliverable.
- Estimate. The engineer's estimate of probable construction costs will be updated to reflect quantities and project elements identified in the 60-percent design plans and specifications.
- Design Deliverable. A 60-percent design deliverable will be provided for City review and comment. Plans will be provided both in electronic *.pdf format as well as two (2) full-size 22"x34" hard copies. An internal review of the deliverable will be completed for consistency, technical feasibility, and constructability with comments addressed and reflected in the deliverable provided to the City.
- Review Meeting. Upon receipt of City review comments, a response to comments table will be prepared to include each City review comment and the proposed design team response and resolution. A 60-percent review meeting will be conducted with City staff to review specific comments that require further discussion to confirm a mutually acceptable resolution.

Deliverables:

- (1) Electronic 60-percent design plans in *.pdf
- (2) Two sets of full-size 22"x34" hard copies of 60-percent design plans

- (3) Electronic technical specifications book in *.pdf
- (4) Electronic engineer's opinion of probable construction costs in Microsoft Excel format
- (5) Electronic response to comments log in Microsoft Excel format

Assumptions:

- (1) Plans for 60-percent design will include all drawings with the exception of pavement restoration and ESCP sheets. Some details will be provided with placeholders for project-specific details that will be provided at 90-percent design.
- (2) A full set of technical specifications will be provided with notation of specifications that are still in progress and will not be ready for a detailed City review until 90-percent design.
- (3) Design review meeting will be held in-person at City offices, with location to be determined, and will be attended at a minimum by PM and Construction Manager. City staff attendance will be determined by City PM. Meeting will be 3 hours in duration.
- (4) City will provide a table with all review comments one week prior to design review meeting and will address conflicting and duplicate comments prior to sending.

8.4 90-Percent Design

The 90-percent design is effectively a complete draft of the final design. The goal of the 90-percent deliverable will be to get feedback on detailed aspects of the work and conformance with City standards and preferences. The following tasks are included:

- Plans. The plans described in the previous task will be updated to incorporate approved resolutions to City comments and to add detailed design elements for pipeline plan and profiles and the full set details for appurtenances that are necessary to demonstrate the operability of the pipelines. A preliminary list of anticipated drawings is provided as Attachment A to this scope of services. Plans will be provided for pavement restoration, erosion and sediment control plans, traffic control plans, and cathodic protection details.
- Technical Specifications. A full set of draft technical specifications for the project will be provided for City review. Major revisions or additions from the 60-percent design deliverable will be indicated for focused City review.
- Draft Bid Book. An updated version of the City's standard front-end documents will be provided to constitute a complete draft of the bid book.
- Estimate. The engineer's estimate of probable construction costs will be updated to reflect quantities and project elements identified in the 90-percent design plans and specifications.
- Site Walk. A final site-walk will be conducted to confirm that the 90-percent design reasonably reflects existing conditions along the pipeline alignment.

- Design Deliverable. A 90-percent design deliverable will be provided for City review and comment. Plans will be provided both in electronic *.pdf format as well as two (2) full-size 22"x34" hard copies. An internal review of the deliverable will be completed for consistency, technical feasibility, and constructability with comments addressed and reflected in the deliverable provided to the City.
- Review Meeting. Upon receipt of City review comments, a response to comments table will be prepared to include each City review comment and the proposed design team response and resolution. A 90-percent review meeting will be conducted with City staff, to review specific comments that require further discussion to confirm a mutually acceptable resolution.

Deliverables:

- (1) Electronic 90-percent design plans in *.pdf
- (2) Two sets of full-size 22"x34" hard copies of 90-percent design plans
- (3) Electronic bid book and technical specifications in *.pdf
- (4) Electronic engineer's opinion of probable construction costs in Microsoft Excel format
- (5) Electronic response to comments log in Microsoft Excel format

Assumptions:

- (1) Design review meeting will be held in-person at City offices, with location to be determined, and will be attended at a minimum by PM and Construction Manager. City staff attendance will be determined by City PM. Meeting will be 3 hours in duration.
- (2) City will provide a table with all review comments one week prior to design review meeting and will address conflicting and duplicate comments prior to sending.

Task 9 Bid Documents

9.1 Prepare Bid Documents

Following completion of the 90-percent design review meeting, preparation of the bid documents will commence. A screen check set will be provided for City review to confirm that City design comments have been addressed. Final backcheck comments on the check set will be incorporated into a complete set of signed and sealed bid documents ready for advertisement. Tasks include the following:

- Plans. The plans described in the previous task will be updated to incorporate approved resolutions to City comments. A preliminary list of anticipated drawings is provided as Attachment A to this scope of services.
- Technical Specifications. A full set of draft technical specifications for the project will be provided.

- Bid Book. An updated version of the City's standard front-end documents will be provided to constitute a complete draft of the bid book. Items that will require update prior to advertisement, such as the date and time of pre-bid meeting, will be highlighted and flagged so they can be updated before finalizing the bid set.
- Estimate. The engineer's estimate of probable construction costs will be updated to reflect quantities and project elements modified based on City comments on the 90-percent design.
- Check-Set. A check-set deliverable will be provided for City review and comment. Plans will be provided both in electronic *.pdf format as well as two (2) full-size 22"x34" hard copies. Technical specifications and bid book will be assembled into an electronic *.pdf.
- Review Meeting. Upon receipt of City review comments, a response to comments table will be prepared to include each City review comment and the proposed design team response and resolution. A check-set review meeting will be conducted with City staff, to review specific comments that require further discussion to confirm a mutually acceptable resolution.
- Bid Documents. City comments will be incorporated into a complete set of bid documents. Plans will be signed and sealed by engineer of record with responsibility for each drawing sheet. Provide a signed and sealed set of electronic plans in *.pdf format (both half-size 11"x17" and full size 22"x34") for distribution to bidders. A fly sheet will be included with the technical specifications to indicate the professional engineer of record with responsibility for each section along with a seal and signature. A final engineer's opinion of probable construction costs will be provided.

Deliverables:

- (1) Electronic check-set and final signed and sealed design plans in *.pdf
- (2) Two sets of full-size 22"x34" hard copies of check-set design plans
- (3) Electronic bid books with technical specifications in *.pdf
- (4) Electronic engineer's opinion of probable construction costs in Microsoft Excel format
- (5) Electronic response to comments log in Microsoft Excel format

Assumptions:

- (1) Design review meeting will be held in-person at City offices, with location to be determined, and will be attended at a minimum by PM and Construction Manager. City staff attendance will be determined by City PM. Meeting will be 2 hours in duration.
- (2) City will provide a table with all review comments one week prior to design review meeting and will address conflicting and duplicate comments prior to sending.

Task 10 Bid Phase Services

10.1 Bid Phase Services

The Consultant will provide support to the City during the bid phase. Background information and answers to bidder questions will be provided at a pre-bid meeting. Written responses to bidder questions will be provided, and if deemed necessary, addenda will be issued to revise bid documents. Following the notice of intent to award, an updated set of contract documents will be issued that have been conformed to include addenda. The following tasks will be included.

- Pre-Bid Conference. Attend a mandatory pre-bid conference to review the project with prospective bidders.
- Response to Bidder Questions. Respond to questions from bidders regarding the bid documents and maintain a bidder question log. Proposed responses will be sent to the City PM for review prior to issuing to Contractor. All responses to bidder questions will be issued by the City.
- Addenda. Issue up to two (2) addenda for the purpose of clarification of bid documents, if necessary, to address bidder questions and/or clarify any discrepancies in the bid documents. A draft of each addenda will be provided to the City for review and comment. City comments will be incorporated into a final version of each addenda.
- Conformed Set. Prepare a conformed set of contract documents to incorporate any addenda into a clean set of plans, technical specifications, and bid book. A check set will be provided for City review with comments incorporated into a final conformed set.

Deliverables:

- (1) Electronic responses to bidder questions provided within bidder question log in Microsoft Excel format
- (2) Electronic draft and final addenda in *.pdf
- (3) Electronic check-set and final conformed set in *.pdf

Assumptions:

- (1) City will arrange for publication of project advertisement in appropriate media and cover advertisement costs.
- (2) City will distribute the contract documents (including addenda if necessary) to the appropriate plan centers and to prospective bidders, subcontractors, equipment suppliers and other vendors upon request, maintain a list of plan holders for distribution upon request, and will be the primary point of contact for bidders' inquiries.
- (3) Mandatory pre-bid conference will be held in-person at City offices, at a location to be determined, and will be organized and led by City staff.

- (4) No guided site walk or site visits will be included in the pre-bid meeting.
- (5) Each addendum is assumed to include up to 12 hours of engineering time and 4 hours of CAD drafting and will consist of a written addenda and up to one reissued drawing sheet.

Task 11 Construction Phase Services

Construction phase services will include both engineering support, construction management, and other specific services that are anticipated to be required to meet federal funding and local requirements.

11.1 Pre-Construction Conference

A pre-construction conference will be held with the successful Contractor and City staff. The following tasks are included:

- Agenda. Prepare an agenda for a pre-construction conference and coordinate with the City regarding the details for organizing.
- Pre-Construction Conference. Conduct the pre-construction conference and prepare a written summary for distribution to all attendees.

Deliverables:

- (1) Electronic draft and final conference agenda in *.pdf
- (2) Electronic meeting notes in *.pdf

Assumptions:

- (1) Pre-construction meeting will be held in-person at City offices and will be 2 hours in duration. Consultant PM, Construction Manager, and lead inspector will attend.

11.2 Engineering Services

Engineering services during construction will be provided to review submittals, respond to requests for information (RFIs), attend site visits if necessary to evaluate field modifications to the design, and to assist in resolving change orders for unforeseen project elements. Upon completion of the construction phase, record drawings will be prepared to capture Contractor and inspector notes for deviations from the bid plans. The following tasks are included:

- Submittals. Engineering review of shop drawings and other submittals prepared by the Contractor as required in the contract documents and provide review comments within 14 days of receipt.
- RFIs. Review and respond to RFIs from the Contractor with the goal of providing a response within five days of receipt, depending on the complexity of the RFI. Maintain a log to track the status of submittals and RFIs received from the Contractor.
- Site Visits. Project Manager and/or Project Engineer(s) will prepare for and attend periodic meetings at the construction site to address important issues that require

interpretation and/or coordination with the Contract documents, as requested by the City.

- Change Order Support. Engineering assistance in review of contractor change orders to the construction contract for unforeseen changes in conditions.
- Record Drawings. Prepare draft record drawings based on Contractor supplied red lines for review by City. Incorporate comments into a final set of record drawings for the project.

Deliverables:

- (1) Electronic submittal reviews and RFI responses in *.pdf
- (2) Electronic draft and final record drawings in *.pdf

Assumptions:

- (1) One (1) submittal is required for each technical specification, for a total of twenty-two (22) submittals and an additional five (5) resubmittals.
- (2) Up to ten (10) RFIs will be submitted by the Contractor that will require engineering response.
- (3) A total of five (5) onsite meetings will be attended, with each meeting attended by the Project Manager and the Project Engineer.
- (4) Up to two (2) change orders submitted by Contractor requiring engineering review.

11.3 Construction Management

Following the bid period and notice of intent to award, the Construction Manager will oversee construction and coordinate with the City to provide day-to-day construction contract administration and construction oversight. The Construction Manager will coordinate with the City PM to provide updates on progress and will review pay applications. Oversight of substantial and final completion and preparation of project close out documentation will be provided. The following tasks are included:

- Administration. Provide day-to-day construction contract administration of the construction contract as outlined in the ODOT Construction Manual, the Manual of Field Test Procedures, the Non-field-Tested Materials Accepted Guide, the ODOT Inspector's Manual, QCCS Handbook, Qualified Products List ("QPL"), the Contract Plans and Specifications, and this amendment, and including the following:
 - Issue First Notification when on-site construction work begins.
 - Monitor overall budget and costs included in the Project Construction Authorization
 - Monitor and evaluate the construction schedule and determine whether the Contractor is proceeding in a manner that will result in timely Project completion in conformance with the construction contract documents. If the Contractor is not proceeding in this manner, document the delay and determine and pursue the appropriate action
 - Review Contractor's Request for Subcontract Consent

- Perform Labor Compliance monitoring
- Prepare, submit, and coordinate processing of Commitment Change Orders (CCOs) and Extra Work Orders (EWOs)
- Prepare, track, and submit to City billings from Contractor.
- Progress Reports. Prepare the monthly preliminary progress estimate for Contractor's work performed through the last working day of the month and submit the preliminary progress estimate to the City with Contractor invoice.
- Progress Meetings. Construction manager shall attend and participate in project progress meetings, including the Pre-Construction Conference, as well as activity specific technical kick-off meetings. Project progress meetings are assumed to be weekly during active construction with no more than two (2) consultant staff attending for up to thirty (30) meetings.
- Shop Drawings and Submittals. Construction manager shall administer shop drawing and submittal review, including the following activities:
 - Review shop drawings and working drawings submitted electronically and provide responses in accordance with technical specifications and contract documents
 - Process submittals in accordance with the ODOT Guide to Electronic Shop Drawing Submittal
 - Log and track each submittal to provide timely response and document when each is returned to the Contractor
 - Maintain as-submitted copies in project files
 - Include construction contract number on all submittals
 - Assumes a total of fifty (50) submittals and resubmittals (note that Construction Manager will also process submittals that do not require engineering technical review in addition to the quantity described in the previous task)
- RFIs. Provide processing and assistance in coordinating written responses to requests for information (RFIs). Assume a total of ten (10) RFIs will be submitted.
- Construction Monitoring. Provide on-site monitoring and inspection of construction including the following activities:
 - Providing a certified inspector on-site during critical times of construction to monitor and enforce conformance with contract documents
 - Monitor Contractor's quality control processes for compliance with contract requirements
 - Conduct environmental inspection site visits to monitor and document compliance with environmental permits and assess effectiveness of best management practices
 - Perform work zone monitoring as required by ODOT Construction Manual, ODOT Inspectors Manual, and contract documents
 - Monitor and enforce permit compliance and temporary traffic controls in accordance with approved traffic control plans

- Monitor Contractor completion and approval of necessary deliverables and submittals in conformance with contract documents
- Document all pay quantities for work and materials incorporated into the project
- Prepare General Daily Progress Reports for days when on-site monitoring is provided including photos of various construction activities. For budgeting purposes, one inspector is anticipated to be necessary for 40 hours per week for 26 weeks of construction activity.
- Environmental Compliance. Provide environmental compliance and mitigation monitoring, in addition to the activities described above for on-site monitoring and inspection, to include the following:
 - Assess compliance with project permits including the pollution control plan, erosion and sediment control plan, inadvertent discovery plan, and other environmental requirements
 - Identify deficiencies and potential permit compliance issues and provide guidance to aid in avoiding potential regulatory agency involvement or violations
 - Provide input and clarifications during construction activities to facilitate biological functioning as outlined in Project permits, based on the Project's significant site rehabilitation measures (to offset Project impacts)
 - In the event that deficiencies are noted, Consultant's Environmental Specialist shall immediately bring the deficiency to the attention of the CITY PM and recommend a corrective course of action to comply with environmental regulations, performance standards, and permit conditions
 - Review Contractor submittals for Temporary Water Management Plan, Pollution Control Plan, and Erosion and Sediment Control Plan for compliance with construction contract and permits
 - Conduct environmental inspection site visits and prepare brief construction environmental inspection report or monitoring memoranda summarizing site conditions and providing recommended measures to facilitate permit compliance and correct deficiencies. Assume up to six environmental inspection site visits.
- QC Program. Monitor the Contractor's quality control (QC) program and perform the QCCS functions as defined in the QCCS Handbook including the following activities:
 - Review and monitor Contractor's documentation for the quality of materials incorporated into the project
 - Verify that all materials furnished, inspected, and placed on the Project comply with the approved specifications.
 - Certify that the documentation confirms that all materials comply with Construction Contract requirements.
 - Identify and monitor Contractor's quality control technicians and require proper and current certification(s) and require that proper testing frequencies and procedures are being followed. Monitoring must be done by staff experienced in all areas of

field testing and documentation and certified by ODOT's Technician Certification Program for the specific tests being monitored.

- Take appropriate action if Contractor's quality contract technicians do not have proper or current certifications or if proper testing frequencies and procedures are not being followed.
- Final Inspection. Complete interim and final on-site inspections and submit Project records required for final payment and acceptance, including the following activities:
 - Attend a review of Project at a time close to completion of on-site work
 - Attend a Final Inspection with Contractor and City within 15 days of receiving notice from the Contractor that all punch list items, final trimming, and cleanup have been completed
 - If additional construction items are identified, provide input to a punch-list of items to be completed by Contractor.
 - Once punch-list items have been completed, meet at Project site with City PM for a follow-up to final inspection
- Record Drawings. Monitor and review Contractor maintained records for as-constructed plans in conformance with City standards and contract documents and provide contractor's red-line record drawing markups.
- Final Documentation. Submit final project documents including all quality and quantity documentation.
- Conduct a post-construction survey and prepare a Survey Filing Map for delivery to Clackamas County Surveyor's office to recover and document that all monuments identified during the pre-construction survey are accounted for.

Deliverables:

- (1) Electronic responses to bidder questions provided within bidder question log in Microsoft Excel format
- (2) Electronic draft and final addenda in *.pdf
- (3) Electronic check-set and final conformed set in *.pdf

Assumptions:

- (1) City will arrange for publication of project advertisement in appropriate media and cover advertisement costs.
- (2) City will distribute the contract documents (including addenda if necessary) to the appropriate plan centers and to prospective bidders, subcontractors, equipment suppliers and other vendors upon request, maintain a list of plan holders for distribution upon request, and will be the primary point of contact for bidders' inquiries.
- (3) Mandatory pre-bid conference will be held in-person at City offices, at a location to be determined, and will be organized and led by City staff.

11.4 Post-Construction Survey

To comply with Clackamas County requirements, a post-construction survey will be performed by the Survey Lead. The following tasks are included:

- Post-Construction Survey. Conduct a post-construction survey and prepare a Survey Filing Map for delivery to Clackamas County Surveyor's office to recover and document that all monuments identified during the pre-construction survey are accounted for.

Deliverables:

- (1) Electronic draft and final post-construction survey in *.pdf

Assumptions:

- (1) Survey lead will set controls and right-of-way monumentation within 45 days of completion of construction.
- (2) Up to five monuments will require restoration following construction.

11.5 Archeological Monitoring

If a potential for encountering sites of cultural significance is identified during Task 3, field monitoring during trenching and excavation for pipeline installation may be required. An archeologist will be present on-site to oversee excavation and monitor for potential findings of significance. The following tasks are included:

- On-Site Monitoring. Provide on-site monitoring of trench excavations and other ground-disturbing activity by a staff archeologist.
- Documentation. Collect photos, documenting footage and location completed during each shift, and any significant findings within daily field notes to be compiled weekly and provided to the City.
- Report. Prepare a monitoring report including discussion of field activities and findings, including a map showing the areas monitored and photographs.

Deliverables:

- (1) Electronic daily field reports in *.pdf
- (2) Electronic draft and final monitoring report in *.pdf

Assumptions:

- (1) On-site monitoring will be provided for 40 hours per week over a total duration of 16 weeks to coincide with the trenching and installation of the water transmission main.

Optional Task 1 Owner-Directed Tasks

To account for the potential for additional work to conduct Phase II Environmental Site Assessment sampling and to acquire temporary construction easements, the following tasks are included but will not commence without owner direction.

O1.1 Phase II Environmental Site Assessment

- If hazardous materials are anticipated to be encountered during excavation of the pipeline, a Phase II ESA may be necessary to characterize the nature and extent of contaminated soils. For fee estimating purposes, a budget of \$32,990 has been assumed but will require adjustment based on findings from the HMCS.

O1.2 Easement Acquisition

- A review of the City GIS appears to indicate that for the majority of the alignment along Molalla Ave, the edge of right-of-way on one or both sides of the roadway is located such that there is space available beyond back of sidewalk for locating new water main appurtenances such as air relief valves, blow-offs, and fire hydrants. Design of the pipeline will strive to avoid any easements, however in the unforeseen event that an easement is unavoidable, support will be provided to the City for obtaining temporary construction easements.
- Prepare up to three (3) legal descriptions for the acquisition of temporary construction easements that may be necessary to complete the project. Descriptions will be based upon a description of roadway centerline, with stationing overcalls and offsets.
- Provide support to the City in providing recommendations regarding valuations for up to three (3) temporary construction easements (TCE's) that may be necessary to complete the proposed work. For fee estimate purposes, the City will determine the valuation of each TCE with UFS providing information on land and TCE values in the area for reference.
- Review up to three (3) properties that may be affected by the project as well as existing agreements the City has with the property owner or issues with the title. For fee estimate purposes, assume that the City will record easements and make payments to property owners.
- Conduct negotiations on behalf of the City, for right-of-way acquisition in accordance with City policies and Oregon law. Property owners will be met in person and presented offers if at all possible. If owners are out of the area, the offer will be mailed certified. The owners will be presented with written offers, copies of all documents to be signed and an explanation of the valuation information.
- Prepare documents for the offer package, present the written offers and copies of documents to be signed and provide notifications and documents accordingly to keep complete files for recording and payment and for the City documentation.

ID	i	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	2024												2025												Item 76																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
									Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar		Apr	May	Jun	Jul	Aug	Sep	Oct																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
1		➔	Selection & Scoping	29 days	Mon 6/5/23	Thu 7/13/23																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		</

Project: Molalla Ave Pipeline Schedule_v2

Date: Tue 6/27/23

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

ID	i	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	2024												2025												Item 76																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		
									Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar		Apr	May	Jun	Jul	Aug	Sep	Oct																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
29		➔	Prepare for and attend active stakeholder group meetings	20 days	Mon 4/22/24	Fri 5/17/24	28																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												

Project: Molalla Ave Pipeline Schedule_v2
Date: Tue 6/27/23

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

[illegible]

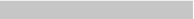
Project: Molalla Ave Pipeline Schedule_v2

Date: Tue 6/27/23

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

[illegible]

Project: Molalla Ave Pipeline Schedule_v2 Date: Tue 6/27/23	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

ID		Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names													2024												2025												Item 76	
123			Record drawings	10 days	Wed 9/3/25	Tue 9/16/25	122		Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct							
Project: Molalla Ave Pipeline Schedule_v2 Date: Tue 6/27/23			Task		Project Summary		Manual Task		Start-only		Deadline		Split		Inactive Task		Duration-only		Finish-only		External Tasks		Manual Progress		Inactive Summary		Manual Summary		External Milestone																	

Task No. Task Description		WSC												DOWL	Shannon &	AINW	Norton	Universal	VacX	ALL FIRMS	
		QA/QC	Project Manager	Public Outreach	Project Engineer	Drafting	Staff Engineer	Graphics	Staff Engineer	Administration	WSC Labor Hours	WSC Labor Fee	Expenses	WSC Fee	Labor Fee	Labor Fee	Labor Fee	Labor Fee	Labor Fee	Labor Fee	Total Fee
		Jeffery Lawrence	Scott Duren	Jennifer Rogers	Susan Schlangen	Paul D'Santi	Lauren Cetin	Nina Thoming	Lauren Grasberger	Kay Merrill											
Billing rates, \$/hr		\$365	\$320	\$240	\$230	\$180	\$175	\$170	\$165	\$160											
0	Project Management																				
0.1	Project Administration		39							33	72	\$ 17,760	\$ -	\$ 17,760	\$ 9,450						\$ 27,210
0.2	Meetings and Coordination	4	58		42	8	16				128	\$ 33,920	\$ -	\$ 33,920	\$ 14,280						\$ 48,200
0.3	Document and Data Review		4		8		16				28	\$ 5,920	\$ -	\$ 5,920							\$ 5,920
	SUBTOTAL	4	101	0	50	8	32	0	0	33	228	\$ 57,600	\$ -	\$ 57,600	\$ 23,730	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 81,330
1	Public Outreach																				
1.1	Public Outreach Plan		2	16							18	\$ 4,480	\$ -	\$ 4,480							\$ 4,480
1.2	Stakeholder Database			8					14		22	\$ 4,230	\$ -	\$ 4,230							\$ 4,230
1.3	Outreach to Businesses		4	55				8			67	\$ 15,840	\$ -	\$ 15,840							\$ 15,840
1.4	Meet with Stakeholder Groups		6	24				26			56	\$ 12,100	\$ -	\$ 12,100							\$ 12,100
1.5	Updates During Construction		2	28				24			54	\$ 11,440	\$ -	\$ 11,440							\$ 11,440
	SUBTOTAL	0	14	131	0	0	0	58	14	0	217	\$ 48,090	\$ -	\$ 48,090	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48,090
2	Survey & Mapping																				
2.1	Topographic Survey		8				8				16	\$ 3,960	\$ -	\$ 3,960	\$ 80,971						\$ 84,931
	SUBTOTAL	0	8	0	0	0	8	0	0	0	16	\$ 3,960	\$ -	\$ 3,960	\$ 80,971	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 84,931
3	Archeological/Historical Review																				
3.1	Reconnaissance Level Survey		4								4	\$ 1,280	\$ -	\$ 1,280			\$ 20,517				\$ 21,797
3.2	Archeological Permitting		2								2	\$ 640	\$ -	\$ 640			\$ 3,654				\$ 4,294
	SUBTOTAL	0	6	0	0	0	0	0	0	0	6	\$ 1,920	\$ -	\$ 1,920	\$ -	\$ -	\$ 24,171	\$ -	\$ -	\$ -	\$ 26,091
4	Geotechnical & Field Investigations																				
4.1	Geotechnical Investigation		4								4	\$ 1,280	\$ -	\$ 1,280		\$ 21,000					\$ 22,280
4.2	Ground Penetrating Radar		4		8						12	\$ 3,120	\$ -	\$ 3,120		\$ 10,500					\$ 13,620
4.3	Geotechnical Design Report		4		2						6	\$ 1,740	\$ -	\$ 1,740		\$ 6,300					\$ 8,040
4.4	Cathodic Protection		4								4	\$ 1,280	\$ -	\$ 1,280			\$ 10,500				\$ 11,780
	SUBTOTAL	0	16	0	10	0	0	0	0	0	26	\$ 7,420	\$ -	\$ 7,420	\$ -	\$ 37,800	\$ -	\$ 10,500	\$ -	\$ -	\$ 55,720
5	Environmental Review																				
5.1	Hazardous Materials Corridor Study		4								4	\$ 1,280	\$ -	\$ 1,280		\$ 11,550					\$ 12,830
	SUBTOTAL	0	4	0	0	0	0	0	0	0	4	\$ 1,280	\$ -	\$ 1,280	\$ -	\$ 11,550	\$ -	\$ -	\$ -	\$ -	\$ 12,830
6	Utility Coordination																				
6.1	Utility Research		8		16		40				64	\$ 13,240	\$ -	\$ 13,240							\$ 13,240
6.2	Subsurface Utility Exploration		8		16		40				64	\$ 13,240	\$ -	\$ 13,240					\$ 42,000		\$ 55,240
	SUBTOTAL	0	16	0	32	0	80	0	0	0	128	\$ 26,480	\$ -	\$ 26,480	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,000	\$ 68,480
7	Permitting & Property Acquisition																				
7.1	DEQ 1200-C		4		8		16				28	\$ 5,920	\$ -	\$ 5,920							\$ 5,920
	SUBTOTAL	0	4	0	8	0	16	0	0	0	28	\$ 5,920	\$ -	\$ 5,920	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,920
8	Design																				
8.1	Alignment Alternatives Analysis	2	16		24		48				90	\$ 19,770	\$ -	\$ 19,770	\$ 5,145						\$ 24,915
8.2	30% Design	7	36		73	111					227	\$ 50,845	\$ 1,000	\$ 51,845	\$ 19,761						\$ 71,606
8.3	60% Design	11	54		109	166					340	\$ 76,245	\$ 1,000	\$ 77,245	\$ 47,061			\$ 15,750			\$ 140,056
8.4	90% Design	14	72		145	221					452	\$ 101,280	\$ 1,000	\$ 102,280	\$ 47,061			\$ 10,500			\$ 159,841
	SUBTOTAL	34	178	0	351	498	48	0	0	0	1109	\$ 248,140	\$ 3,000	\$ 251,140	\$ 119,028	\$ -	\$ -	\$ 26,250	\$ -	\$ -	\$ 396,418
9	Bid Documents																				
9.1	Prepare Bid Documents	4	18		37	56					115	\$ 25,810	\$ 1,000	\$ 26,810				\$ 3,150			\$ 29,960
	SUBTOTAL	4	18	0	37	56	0	0	0	0	115	\$ 25,810	\$ 1,000	\$ 26,810	\$ -	\$ -	\$ -	\$ 3,150	\$ -	\$ -	\$ 29,960
10	Bid Phase Services																				
10.1	Bid Phase Services	2	8		16	8					34	\$ 8,410	\$ -	\$ 8,410	\$ 7,644						\$ 16,054
	SUBTOTAL	2	8	0	16	8	0	0	0	0	34	\$ 8,410	\$ -	\$ 8,410	\$ 7,644	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,054
11	Construction Phase Services																				
11.1	Pre-Construction		2		4		2				8	\$ 1,910	\$ -	\$ 1,910							\$ 1,910
11.2	Engineering Services	2	8		58	23	113.5				204.5	\$ 40,633	\$ -	\$ 40,633		\$ 2,100		\$ 3,150			\$ 45,883
11.3	Construction Management		16								16	\$ 5,120	\$ -	\$ 5,120	\$ 248,507						\$ 253,627

Task No. Task Description	WSC													DOWL	Shannon &	AINW	Norton	Universal	VacX	ALL FIRMS
	QA/QC	Project Manager	Public Outreach	Project Engineer	Drafting	Staff Engineer	Graphics	Staff Engineer	Administration	WSC Labor Hours	WSC Labor Fee	Expenses	WSC Fee	Labor Fee	Labor Fee	Labor Fee	Labor Fee	Labor Fee	Labor Fee	Total Fee
	Jeffery Lawrence	Scott Duren	Jennifer Rogers	Susan Schlangen	Paul D'Santi	Lauren Cetin	Nina Thoming	Lauren Grasberger	Kay Merrill											
Billing rates, \$/hr	\$365	\$320	\$240	\$230	\$180	\$175	\$170	\$165	\$160											
SUBTOTAL	2	26	0	62	23	115.5	0	0	0	228.5	\$ 47,663	\$ -	\$ 47,663	\$ 248,507	\$ 2,100	\$ -	\$ 3,150	\$ -	\$ -	\$ 301,419
COLUMN TOTALS	46	399	131	566	593	299.5	58	14	33	2139.5	\$ 482,693	\$ 4,000	\$ 486,693	\$ 479,879	\$ 51,450	\$ 24,171	\$ 43,050	\$ -	\$ 42,000	\$ 1,127,243
OT 1 Optional Tasks																				
OT 1.1 On-site Monitoring		4		4						8	\$ 2,200	\$ -	\$ 2,200			\$ 76,650				\$ 78,850
OT 1.2 Phase II ESA		8		8						16	\$ 4,400	\$ -	\$ 4,400		\$ 28,350					\$ 32,750
OT 1.3 Easement Acquisition		8		8						16	\$ 4,400	\$ -	\$ 4,400	\$ 10,805				\$ 31,500		\$ 46,705
Optional Tasks TOTAL	0	20	0	20	0	0	0	0	0	40	\$ 11,000	\$ -	\$ 11,000	\$ 10,805	\$ 28,350	\$ 76,650	\$ -	\$ 31,500	\$ -	\$ 158,305
OPTIONAL TASKS TOTAL	0	20	0	20	0	0	0	0	0	40	\$ 11,000	\$ -	\$ 11,000	\$ 10,805	\$ 28,350	\$ 76,650	\$ -	\$ 31,500	\$ -	\$ 158,305
TOTAL WITH OPTIONAL TASKS																				\$ 1,285,548

5% mark-up on direct expenses; 5% mark-up for sub-contracted services
Standard mileage rate \$0.625 per mile (or current Federal Mileage Reimbursement Rate)
Rates are subject to revision as of January 1 each year.

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 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

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

Item 7b.

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 provided that Consultant has been paid all undisputed amounts.

(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.

Upon payment to Consultant for all undisputed work, 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.

City agrees to indemnify, defend and hold the Consultant harmless from and against any claims or damages that may result from the City's subsequent use, reuse, transfer or modification of Consultant's drawings and specifications, except on projects where the Consultant has been retained to provide services.

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

Item 7b.

10. Compliance With Applicable Law.

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 to the extent caused by 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 reasonable attorney fees, incurred as a result of third-party tort claims to the extent caused 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~~ Commercial, General, and Automobile Insurance. Consultant shall maintain ~~comprehensive~~ commercial general and automobile liability insurance for protection of Consultant and name as Additional Insureds the 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 per occurrence and in the aggregate. 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 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. Consultant is entitled to reasonably rely upon the accuracy of the services, information, surveys, and reports provided by City or any of its subcontractors.

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 and shall in such notice appoint a disinterested

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

Item 7b.

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.

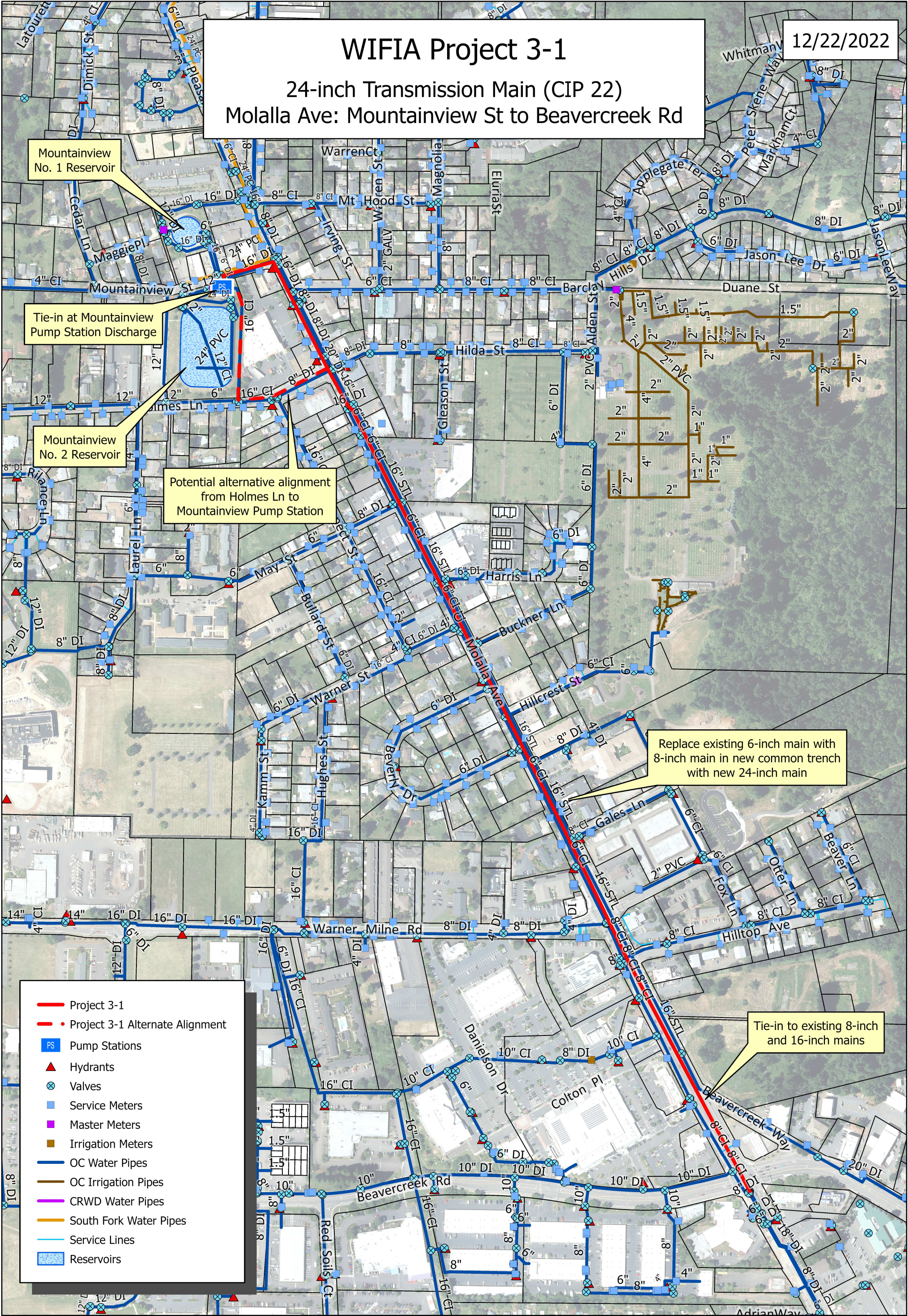
25. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.

WIFIA Project 3-1

24-inch Transmission Main (CIP 22)

Molalla Ave: Mountainview St to Beaver Creek Rd

12/22/2022



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, or surveying purposes.



0 250 500 750 1,000 Feet

1 inch equals 350 feet

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





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: 7/5/2023

SUBJECT:

Public Improvement Contract with Icon Construction & Development for the Downtown Public Restroom (CI 22-012)

STAFF RECOMMENDATION:

Award the bid and authorize the City Manager to execute the Public Improvement Contract with Icon Construction & Development in the amount of \$216,491.00 for construction of the Downtown Public Restroom (CI 22-012).

EXECUTIVE SUMMARY:

On January 18, 2023, the City Commission authorized the purchase of a Portland Loo public restroom unit to be placed on Railroad Avenue just south of the municipal elevator. Site improvements are needed such as a concrete pad and utility services as well as the installation of the unit itself. The City publicly bid these improvements from May 24, 2023 to June 20, 2023 and received 2 bids. Staff recommends the City Commission direct the City Manager to execute the Public Improvement Contract with Icon Construction & Development in the amount of \$216,491.00 for construction of the Downtown Public Restroom (CI 22-012).

BACKGROUND:

The concept of a downtown public restroom has been discussed over the past few years. This included various meetings with city residents, the Downtown Oregon City Association (DOCA), and City staff. With American Rescue Plan Act (ARPA) funding now allocated, staff began the process to work with DOCA to find a unit and location acceptable to all that could be constructed in summer 2023.

On January 18, 2023, the City Commission authorized the purchase of a Portland Loo public restroom unit to be placed on Railroad Avenue just south of the municipal elevator. On January 31, 2023, the City entered into a contract with Wallis Engineering to design the space for the unit. In May 2023, the City Commission approved Ordinance 23-1002 adopting code to enforce any illegal behavior.

On May 24 and May 26, 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 June 20, 2023 and two (2) bids were received. Staff and Wallis Engineering reviewed the bids and determined that Icon Construction & Development was the low responsive bidder. The contract award value is two hundred sixteen thousand, four hundred ninety-one dollars and zero cents (\$216,491.00).

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

Icon Construction & Development	\$216,491.00
Western Construction, LLC	\$366,400.60
Engineer's Estimate	\$187,806.00

Construction will begin in August of 2023, and work is anticipated to be completed by the end of September 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: \$216,491.00
 FY(s): FY 23/24
 Funding Source(s): General Fund

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: **DOWNTOWN PUBLIC RESTROOM (CI 22-012)** 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 Addenda Acknowledgement Compliance with ORS 279C.840 Resident Bidder Status Certification of Drug Testing Program Non-Collusion Statement Asbestos Certification Registrations Certification of Non-Discrimination Business Licenses (OCMC 05.04) Certification of Compliance with Tax Law Bid Bond First Tier Subcontractor Disclosure Form Customer Service Acknowledgment Form Qualification of Bidder Contract Agreement Oregon City Public Improvement Standard Conditions	Statutory Conditions to Contract Agreement 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 January 5, 2023 Definitions of Covered Occupations for Public Works Contracts in Oregon dated July 1, 2018 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 Addendum 1 dated June 13, 2023 All items included within these Contract Documents.
---	--

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 September 1, 2023, and ready for final acceptance by **September 29, 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 **two hundred sixteen thousand, four hundred ninety-one dollars and zero cents (\$216,491.00)**.

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: _____
Authorized signature

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

Title

Date

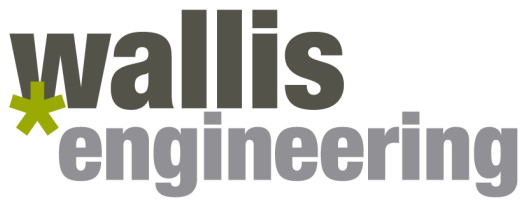
Approved as to Legal Sufficiency:

Address:

by: _____
City Attorney

City Commission Award Date:

Federal Taxpayer ID Number



June 21, 2023

Josh Wheeler, PE
City of Oregon City
625 Center Street
Oregon City, Oregon 97045

RE: Downtown Public Restroom – Recommendation to Award
W.E. Job No. 1556A
OC Project No. CI 22-012

Dear Mr. Wheeler:

We have reviewed the submitted bid from the apparent low bid received for the above referenced project. A total of two (2) bids were received ranging from \$216,491.00 to \$366,400.60. 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 from West Linn, OR in the amount of two hundred sixteen thousand four hundred ninety-one dollars and zero cents (\$216,491.00). The Engineer's Opinion of Cost for the project totaled \$187,806.00 and the apparent low bid represents a 15.3% cost increase over the estimated costs.

We have reviewed ICON Construction and Development'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.

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 Downtown Public Restroom (CI 22-012)
 Bid Tabulation
 Date: June 20, 2023

Apparent Low

Other Bidders

Item	Spec	Description	Units	Quantity
1	00197	Extra Work as Authorized	FA	1
2	00210	Mobilization	LS	1
3	00221	Temporary Work Zone Traffic Control, Complete	LS	1
4	00280	Erosion Control	LS	1
5	00290	Pollution Control Plan	LS	1
6	00405	Rock Excavation	CY	10
7	00405	Boulder Excavation	CY	5
8	00405	Trench Foundation	CY	5
9	00445	4-Inch D3034 PVC Sanitary Sewer Pipe, All Depths	LF	39
10	00445	6-Inch D3034 PVC Sanitary Sewer Pipe, All Depths	LF	48
11	00470	Sanitary Sewer Cleanout	EA	2
12	00470	Concrete Sanitary Sewer Manholes	EA	1
13	00490	Filling Abandoned Structures	EA	1
14	00495	Permanent Pavement Resurfacing, 6-Inch Depth	SY	135
15	00495	Grind and ACP Inlay, 2-Inch Depth	SY	384
16	00759	Monolithic Curb and Sidewalks	SF	60
17	00865	Thermoplastic, Extruded, Surface, Non-Profiled	LF	278
18	00867	Pavement Legend, Type B: On-Street Parking	EA	4
19	00867	Pavement Legend, Type B: Arrows	EA	1
20	00867	Pavement Legend, Type B: Disabled Parking	EA	1
21	00867	Pavement Bar, Type B-HS	SF	15
22	00961	Electrical Service Connection, Complete	LS	1
23	01170	1-Inch Copper Water Service Line	LF	35
24	01210	Restroom Installation and Site Improvements	LS	1
TOTAL (ITEMS 00197 TO 01210)				

Engineers Estimate	
Unit Price	Extended
\$ 10,000.00	\$ 10,000.00
\$ 16,200.00	\$ 16,200.00
\$ 11,100.00	\$ 11,100.00
\$ 3,000.00	\$ 3,000.00
\$ 1,000.00	\$ 1,000.00
\$ 300.00	\$ 3,000.00
\$ 275.00	\$ 1,375.00
\$ 90.00	\$ 450.00
\$ 400.00	\$ 15,600.00
\$ 350.00	\$ 16,800.00
\$ 2,000.00	\$ 4,000.00
\$ 8,500.00	\$ 8,500.00
\$ 1,000.00	\$ 1,000.00
\$ 140.00	\$ 18,900.00
\$ 27.50	\$ 10,560.00
\$ 35.00	\$ 2,100.00
\$ 15.00	\$ 4,170.00
\$ 500.00	\$ 2,000.00
\$ 600.00	\$ 600.00
\$ 750.00	\$ 750.00
\$ 20.00	\$ 300.00
\$ 13,248.00	\$ 13,248.00
\$ 125.00	\$ 4,375.00
\$ 38,778.00	\$ 38,778.00
	\$ 187,806.00

ICON Construction and Development	
Unit Price	Extended
\$ 10,000.00	\$ 10,000.00
\$ 25,000.00	\$ 25,000.00
\$ 15,000.00	\$ 15,000.00
\$ 5,000.00	\$ 5,000.00
\$ 5,000.00	\$ 5,000.00
\$ 300.00	\$ 3,000.00
\$ 200.00	\$ 1,000.00
\$ 75.00	\$ 375.00
\$ 165.00	\$ 6,435.00
\$ 195.00	\$ 9,360.00
\$ 2,500.00	\$ 5,000.00
\$ 6,500.00	\$ 6,500.00
\$ 5,000.00	\$ 5,000.00
\$ 120.00	\$ 16,200.00
\$ 69.00	\$ 26,496.00
\$ 35.00	\$ 2,100.00
\$ 20.00	\$ 5,560.00
\$ 750.00	\$ 3,000.00
\$ 500.00	\$ 500.00
\$ 500.00	\$ 500.00
\$ 15.00	\$ 225.00
\$ 13,000.00	\$ 13,000.00
\$ 64.00	\$ 2,240.00
\$ 50,000.00	\$ 50,000.00
15.3%	\$ 216,491.00

Western Construction LLC	
Unit Price	Extended
\$ 10,000.00	\$ 10,000.00
\$ 70,271.60	\$ 70,271.60
\$ 52,000.00	\$ 52,000.00
\$ 3,500.00	\$ 3,500.00
\$ 4,500.00	\$ 4,500.00
\$ 275.00	\$ 2,750.00
\$ 125.00	\$ 625.00
\$ 60.00	\$ 300.00
\$ 215.00	\$ 8,385.00
\$ 325.00	\$ 15,600.00
\$ 1,250.00	\$ 2,500.00
\$ 10,000.00	\$ 10,000.00
\$ 4,500.00	\$ 4,500.00
\$ 108.00	\$ 14,580.00
\$ 73.00	\$ 28,032.00
\$ 125.00	\$ 7,500.00
\$ 12.50	\$ 3,475.00
\$ 750.00	\$ 3,000.00
\$ 375.00	\$ 375.00
\$ 450.00	\$ 450.00
\$ 68.00	\$ 1,020.00
\$ 38,987.00	\$ 38,987.00
\$ 320.00	\$ 11,200.00
\$ 72,850.00	\$ 72,850.00
95.1%	\$ 366,400.60

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



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 07/05/2023
From: Aquilla Hurd-Ravich, Community Development Director

SUBJECT:

Temporary exception to private property construction hours associated with the construction of the Clackamas County Courthouse.

STAFF RECOMMENDATION:

Approve a temporary exception to private property construction hours allowing work to begin earlier than 7am related to construction of the Clackamas County Courthouse with conditions.

EXECUTIVE SUMMARY:

PCL Construction is requesting an exception to the City's private construction work hours policy related to the construction of the new Clackamas County Courthouse. PCL is pouring concrete slabs for the elevated decks (the floors) of the building. The main purpose of the request is to start work at 5am to avoid the high heat weather in summer months and protect the safety of their workers. Starting at 5am would allow PCL to have their crews placed and finished concrete prior to peak temperature times of day. The proposed construction will happen early in the morning and is in conflict with Oregon City's private construction work hours policy.

BACKGROUND:

PCL construction is the contractor and project manager for the new Clackamas County Courthouse located on the Red Soils Campus. PCL Construction has requested to work outside of normal construction hours which are 7am to 10pm Monday through Saturday and 9am to 8pm on Sundays. PCL would like to begin concrete pours for the elevated decks at 5am one day or two days per week on Thursdays and possibly Fridays through November 2023. They will set up for the work beginning at 4am. The project was approved under land use file GLUA-22-00033 and MAS 22-00004.

The contractor is requesting to work outside of normal construction hours for the safety of their workers to avoid high heat summer temperatures. PCL submitted a site

plan that indicates the location of the work will be approximately 220-feet east of the nearest residential property line. The concrete pump will be located on the east side of the building footprint which will make it further away from residential areas than the work site. Trucks used for this work will enter on Kaen Road (Gate 2) and exit near the Hilltop Building (Gate 3). Construction noise expected from this work includes 'thrust' sound of concrete pump, back up alarms of the concrete trucks, and the sound of trucks driving on the road. The volume on the backup alarms will be turned down to a minimum.

The request is for one day a week and maybe two days a week (Thursdays and possibly Fridays) through November 2023 to start at 5am to avoid high heat and complete the project on time. The project desires the working hours to be 5:00 AM to 5:00 PM. The request has been made for July 2023 through November 2023.

The work will occur on private property on the Clackamas County's Red Soils Campus and may indirectly impact residentially-zoned areas west of the project site. PCL Construction will work with the County to distribute notifications to residential properties within 300-feet of the project site and they will establish a primary contact for concerns or questions. PCL will also inform the Building Division when work is to occur outside of normal hours.

PCL seeks approval from the City Commission to conduct the above-described work outside of normal construction hours.

The Oregon City Municipal Code (OCMC) 9.12.023 lists noises which are prohibited.

(C) Sound Producing or Reproducing Equipment. Operating or permitting the unreasonable use or operation of any device designed for sound production or reproduction in such a manner as to cause an unreasonable noise; or operating or permitting the operating or use of any such device between the hours of ten p.m. and seven a.m.

(D) Operation of Mechanically Powered Domestic Tools. Lawn equipment, garden tools, chainsaws, blowers or similar devices, in a residentially zoned neighborhood between the hours of ten p.m. and seven a.m.

*(E) The construction, demolition, alteration or repair of any building or the excavation of any streets and highways in a residentially zoned neighborhood **between the hours of ten p.m. and seven a.m., Monday through Saturday; and between eight p.m. and nine a.m. on Sunday.***

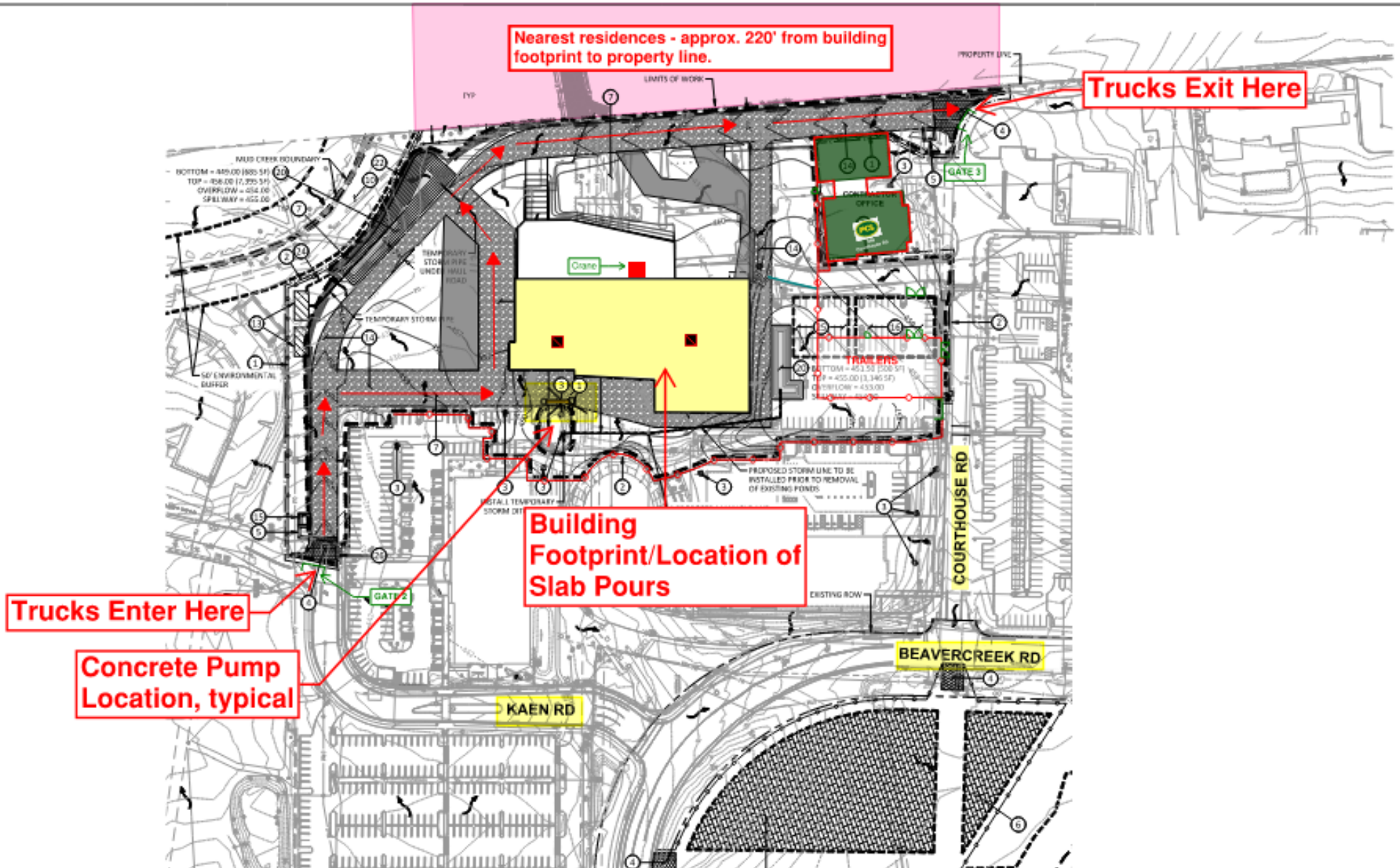
Based on these code sections Oregon City has a policy to limit construction noise on private property to the hours of 7am to 10pm Monday through Saturday and 9am to 8pm on Sundays regardless of the zone in which the work takes place. Staff requests the City Commission to review and decide if an exception to this policy should be granted in this case.

If the City Commission grants the exception, staff recommends the following conditions:

1. PCL Construction will work with Clackamas County to distribute notifications to residential properties within 300-feet of the project site and establish a primary contact for concerns or questions.
2. PCL will inform the Building Division when work will occur outside of normal construction hours.

OPTIONS:

1. Approve an exception to the City's private property construction hours policy and allow work to begin at 5am associated with the construction of the Clackamas County Courthouse.
2. Approve an exception with specific modifications.
3. Deny the request for an exception.





CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING - REVISED

DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, February 01, 2023 at 7:00 PM

1. CONVENE MEETING AND ROLL CALL

Mayor Denyse McGriff convened the meeting at 7:13 PM.

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

STAFFERS: 14 - City Manager Tony Konkol, City Recorder Jakob Wiley, Police Chief James Band, Community Development Director Aquilla Hurd-Ravich, Parks and Recreation Director Kendall Reid, Human Resources Director Patrick Foiles, Communications Manager Jarrod Lyman, Finance Director Matt Zook, Public Works Director John Lewis, Information Technology Director Mike Dobaj, Assistant City Recorder Angelique Nomie, City Engineer Dayna Webb, Assistant Planner Jude Thaddaeus, Senior Planner Christina Robertson-Gardiner

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

3a. Black History Month Proclamation

Mayor McGriff read the proclamation declaring February 2023 as Black History Month.

4. CITIZEN COMMENTS

There were no citizen comments unrelated to agenda items.

5. PRESENTATIONS

5a. Natural Resources Committee Activities in Calendar Year 2022

Nancy Broshot, Natural Resources Committee Chair, and Samantha Wolf, Natural Resources Committee Vice Chair, presented the activities of the committee during 2022. There were three vacancies on the committee.

Mayor McGriff suggested getting information out about the invasiveness of the Tree of Heaven shrub. There was discussion regarding an Urban Forester position, an Arborist, and the Bee City USA program.

6. ADOPTION OF THE AGENDA

Item 7g was pulled from the consent agenda. The agenda was adopted as amended.

7. CONSENT AGENDA

Motion made by Commissioner Smith, Seconded by Commissioner Mitchell, to adopt the consent agenda except 7g. The motion carried by the following vote:

Yea: Mayor McGriff, Commissioner Marl, Commissioner O'Donnell, Commissioner Mitchell, and Commissioner Smith

- 7a. Oregon City Employees Local 350-2, Council 75 of the American Federation of State, County, and Municipal Employees (AFSCME) Collective Bargaining Agreement for the period, July 1, 2022 – June 30, 2025
- 7b. Public Works Water Division Property Acquisition Proposal
- 7c. Minutes of the July 12, 2022 City Commission Work Session with PRAC
- 7d. Minutes of the July 12, 2022 City Commission Work Session
- 7e. Minutes of the October 17, 2022 City Commission Special Meeting
- 7f. Minutes of the December 13, 2022 City Commission Special Meeting
- 7g. Parks and Cemetery Division Replacement Vehicle

Commissioner O'Donnell said this item was portrayed as a cost savings because they were not able to procure a mower replacement. He asked if a mower was still needed.

Kendall Reid, Parks and Recreation Director, said yes, but they would move forward with the mower in the next biennium.

Commissioner O'Donnell said it was not a cost savings, but unexpended funds. He asked about the employee who needed the vehicle. Mr. Reid said the new Parks Maintenance Specialist III.

Motion made by Commissioner Mitchell, Seconded by Commissioner Smith, to approve the purchase of vehicle. The motion carried by the following vote:

Yea: Mayor McGriff, Commissioner Marl, Commissioner O'Donnell, Commissioner Mitchell, and Commissioner Smith

8. PUBLIC HEARINGS

9. GENERAL BUSINESS

- 9a. Resolution No. 23-02, Calling for an Election on May 16, 2023 to Forward the Question of Authorizing the Dedication of a Portion of Park Place Park as a Street to the Electors of Oregon City

Tony Konkol, City Manager, said this item was discussed at the last meeting. He gave a background on the proposal to dedicate 40 feet on the north end of the park to provide access in order to alleviate the potential of a street being constructed in the middle of the park. Because this was a Charter Park, the decision had to go to the vote of the people. Staff requested placing the issue on the May 16, 2023 ballot.

There was discussion regarding vacating the current right-of-way and giving it back to the park, blocking the access so people could not drive on it, building a constrained street, and changing the wording of the measure summary to: "This new connection would allow removal of the vehicular access through the

middle of Park Place Park."

Dorothy Dahlsrud, resident of Oregon City, explained how this new access would affect heritage trees and the playground. She suggested not moving forward with the ballot measure but purchasing the lot instead.

Motion made by Commissioner O'Donnell, Seconded by Mayor McGriff, to delay approval of the agenda item and direct staff to attempt to reestablish contact with the property owner to discuss the sale of the lot. The motion carried by the following vote:

Yea: Mayor McGriff, Commissioner Marl, Commissioner O'Donnell, Commissioner Mitchell, and Commissioner Smith

- 9b. Resolution No. 23-03, Calling for an Election on May 16, 2023 to Forward the Question of Approving the Borrowing of Funds by the Urban Renewal Agency to the Electors of Oregon City

Motion made by Commissioner O'Donnell, Seconded by Mayor McGriff, to approve Resolution No. 23-03, calling for an election on May 16, 2023 to forward the question of approving the borrowing of funds by the Urban Renewal Agency to the electors of Oregon City. The motion carried by the following vote:

Yea: Mayor McGriff, Commissioner Marl, Commissioner O'Donnell, Commissioner Mitchell, and Commissioner Smith

- 9c. Presentation and Discussion of Potential Code Amendments to Previously Adopted Middle Housing Code (Package #2 of Legislative File: GLUA 22-0002/LEG-22-0001- HB 2001 Housing Choice Code Update- Technical Revisions.)

Christina Robertson-Gardiner, Senior Planner, presented package #2, technical revisions. She discussed HB 2001 implementation, middle housing setbacks in commercial districts, townhomes and middle housing land division, driveways, and middle housing modifications and variances.

There was discussion regarding commercially zoned land used for housing and compliance with minimum density in Municipal Utility Districts (MUD) but not Mixed Use Commercial (MUC) districts.

Motion made by Commissioner Mitchell, Seconded by Commissioner O'Donnell, to exempt MUC and MUD zones from the minimum density requirements. The motion failed by the following vote:

Yea: Commissioner O'Donnell and Commissioner Mitchell

Nay: Commissioner Marl, Commissioner Smith, and Mayor McGriff

There was further discussion regarding additional driveways, courtyard design standards for cottage clusters, and garage door size in cottage clusters.

Motion made by Commissioner Mitchell, Seconded by Commissioner Smith, to approve the potential code amendments to previously adopted middle housing code (Package #2 of Legislative File: GLUA 22-0002/LEG-22-0001- HB 2001 Housing Choice Code Update- Technical Revisions) as amended. The motion failed by the following vote:

Yea: Mayor McGriff, Commissioner Marl, Commissioner O'Donnell, Commissioner Mitchell, and Commissioner Smith

9d. Presentation of the 2022-23 Street Tree Minor Code Amendment Project

Jude Thaddaeus, Assistant Planner, presented the 2022-23 Street Tree Minor Code Amendment Project. He discussed the direction for the project, proposed amendments, changes to draft code redlines, community feedback, committee and commission feedback, and options for moving forward.

There was discussion regarding planter strips for new development, sidewalks meandering around trees, allowing pollinator gardens, increasing the fee in lieu, certified/registered arborist definitions, tree removal approval, encouraging tree replacement and discouraging fee in lieu, and creating an exception for 3–4-foot planter strips.

Staff would bring back the suggested changes.

9e. Metro Regional Transportation Plan Call for Projects Discussion

Dayna Webb, City Engineer, presented the Metro Regional Transportation Plan and call for projects. She discussed the vision and goals, project criteria, map of projects, next steps, and direction from the Commission.

There was discussion regarding likely to be funded, financially constrained, and strategic projects, funding projections, timeframe for projects, Holly Lane bike and pedestrian improvements, and issues with some of the projects.

Motion made by Commissioner Mitchell, Seconded by Commissioner Marl, to approve the project list as presented. The motion passed by the following vote:

Yea: Commissioner Marl, Commissioner O'Donnell, Commissioner Mitchell, and Commissioner Smith

Nay: Mayor McGriff

10. COMMUNICATIONS

11. City Manager

None

12. Commissioners

Commissioner Smith asked for Commission consensus on if a City-owned property had development potential, they would entertain offers, just like they would for Urban Renewal property.

There was consensus for that direction.

Commissioner Marl reported on City Day at the Capitol and Senate Bill 630.

13. Mayor

13a. Mayoral Appointments to Boards and Committees

Mayor McGriff made appointments to Boards and Committees.

14. ADJOURNMENT

City Commission Regular Meeting - REVISED Minutes

February 01, 2023

Mayor McGriff adjourned the meeting at 9:38 PM.

Respectfully submitted,

Jakob S. Wiley, City Recorder



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING - REVISED

DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, March 01, 2023 at 7:00 PM

1. CONVENE MEETING AND ROLL CALL

Mayor McGriff convened the meeting at 7:15 PM.

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

STAFFERS: 12 - City Manager Tony Konkol, City Recorder Jakob Wiley, Library Director Greg Williams, City Engineer Dayna Webb, Finance Director Matt Zook, Senior Planner Christina Robertson-Gardiner, Parks and Recreation Director Kendall Reid, Community Development Director Aquilla Hurd-Ravich, Police Chief James Band, Assistant Parks and Recreation Director Denise Conrad, Aquatics and Recreation Manager Melissa Tierney, Parks Operations Manager Jonathan Waverly

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

4. CITIZEN COMMENTS

Karla Laws, resident of Oregon City, wanted to look at the new Parks Master Plan when it was available.

Seth Henderson, resident of Portland, spoke about a RAISE grant that ODOT would administer for road improvements. He was also working on a congressionally directed spending application which could only be submitted by a municipality, and he asked to submit it on behalf of Oregon City. It was also for public transportation upgrades. The item was added to General Business.

There was discussion regarding taking public comment on the Work Session item.

Ms. Laws had not seen the MOU fees on the agenda until today. They would affect the neighborhood associations and non-profits and those groups wanted to have a chance to give input.

5. PRESENTATIONS

5a. 2022 Historic Review Board Accomplishments

Sabrina Ferry, Historic Review Board Chair, presented the 2022 Board accomplishments and upcoming 2023 activities.

There was discussion regarding the welcome packet for new historic homeowners, applications that were reviewed, and takeaways.

5b. Citizen Involvement Committee (CIC) Activities in Calendar Year 2022

Bob La Salle, Citizen Involvement Committee Chair, presented the 2022 Committee activities.

There was discussion regarding what the CIC would concentrate on in 2023 and reactivating neighborhood associations.

6. ADOPTION OF THE AGENDA

Motion made by Commissioner Mitchell, Seconded by Commissioner Marl, to discuss the congressionally directed spending application before the Consent Agenda. The motion carried by the following vote:

Yea: Commissioner Mitchell, Commissioner O'Donnell, Commissioner Marl, Mayor McGriff

Nay: Commissioner Smith

Tony Konkol, City Manager, said the commission had approved submitting the RAISE grant application and would have to negotiate with ODOT for how it would be administered. There was an opportunity to request additional funds for infrastructure. Staff were asking for approval to submit the application for additional funds.

There was discussion about the grant being tied specifically to one development, how the improvements would benefit more than just one project, how the developer was providing a 20 percent contribution, how if something happened to the project, the city, county, or ODOT could step up with a contribution to continue improvements, how without the private developer there would not be an impetus to do the improvements, how it was better to use these funds instead of Urban Renewal funds, and an increased burden on staff.

Motion made by Commissioner Mitchell, Seconded by Commissioner Marl, to approve the submittal for the congressionally directed spending as presented. The motion carried by the following vote:

Yea: Commissioner Mitchell, Commissioner O'Donnell, Commissioner Marl, Mayor McGriff

Nay: Commissioner Smith

7. CONSENT AGENDA

Motion made by Commissioner Smith, Seconded by Commissioner Mitchell, to adopt the consent agenda. The motion carried by the following vote:

Yea: Commissioner Mitchell, Commissioner Smith, Commissioner O'Donnell, Commissioner Marl, Mayor McGriff

- 7a. Resolution No. 23-01, Vacating an Unused Portion of Public Water Main Easement on 1500 Division Street
- 7b. Mountain View Cemetery Restroom Site Work Contract
- 7c. Purchase of three (3) 2023 Dodge Durango AWD Pursuit Vehicles
- 7d. Personal Services Agreement with The Garden Corner for Annual Hanging Flower Baskets and Decorative Planter Boxes (PS 23-001)
- 7e. Opioid Settlement Agreement with Multiple Opioid Distributors

7f. Minutes of the November 2, 2022 City Commission Meeting

7g. Minutes of the November 16, 2022 City Commission Meeting

8. PUBLIC HEARINGS

8a. First Reading of Ordinance No. 23-1001, Code Amendments to Previously Adopted Middle Housing Code, Package #2 (GLUA 22-0002/LEG-22-0001 - HB 2001 Housing Choice Code Update - Technical Revisions)

Mayor McGriff opened the public hearing.

Christina Robertson-Gardiner, Senior Planner, presented the staff report. She discussed HB 2001 implementation, which had been done in 2022. These were technical revisions to the code that had been forwarded by the Planning Commission to the City Commission in January 2023. The topics included: middle housing setbacks in commercial districts, townhomes and middle housing land division, driveways, and middle housing modifications and variances. The commission's amendments from the last discussion had been included, and she reviewed the City Commission's options.

There was no public testimony.

Mayor McGriff closed the public hearing.

Motion made by Commissioner Mitchell, Seconded by Mayor McGriff, to approve the first reading of Ordinance No. 23-1001, Code Amendments to Previously Adopted Middle Housing Code, Package #2 (GLUA 22-0002/LEG-22-0001 - HB 2001 Housing Choice Code Update - Technical Revisions). The motion carried by the following vote:

Yea: Commissioner Mitchell, Commissioner Smith, Commissioner O'Donnell, Commissioner Marl, Mayor McGriff

9. GENERAL BUSINESS

10. COMMUNICATIONS

11. City Manager

Mr. Konkol discussed the proposed budget calendar.

Jakob Wiley, City Recorder, spoke about the schedule for the Commission Retreat on March 3, 2023 and March 4, 2023.

12. Commissioners

Commissioner Smith attended the lantern tour at the Ermatinger House.

Commissioner Mitchell reported that all cities had submitted their transportation project lists and that there were enough projected funds for the projects.

Commissioner Marl gave an update on new HB 2001 and SB 933.

13. Mayor

13a. Mayoral Appointments to the Transportation Advisory Committee

Mayor McGriff made appointments to the Transportation Advisory Committee. She reported on Mayors Association initiatives, Senator Meek's Townhall, a panel discussion for Black History Month, and the Oregon City Chamber of Commerce's State of the Community event.

14. WORK SESSION ITEMS

14a. Memorandums of Understanding, Sport Field Fees, and Neighborhood Associations

There was discussion regarding whether this was a work session or a regular meeting agenda item.

Motion made by Commissioner O'Donnell, Seconded by Commissioner Smith, to consider this item a regular meeting agenda item. The motion carried by the following vote:

Yea: Commissioner Mitchell, Commissioner Smith, Commissioner O'Donnell, Commissioner Marl

Nay: Mayor McGriff

Kendall Reid, Parks and Recreation Director, discussed the objectives of the Memorandums of Understanding and reviewed the MOU with Friends of the Ermatinger House.

Discussion occurred regarding the donation account, the maintenance account, breaking out Ermatinger funds into separate accounts, not charging a rental fee for the proposed 12 hours' worth of events per year then charging a percentage or a flat fee after the 12 hours for the house's overhead, how this MOU was specific to the Friends of the Ermatinger House, and the process for key check out for events where staff was not in attendance.

Consensus was reached that if the city did an event with Friends of the Ermatinger House, the proceeds would be split 50/50 and the city's 50 percent would go to the dedicated line item for the Ermatinger House. The Friends group would keep their 50 percent. If the Friends group did their own event, the proceeds would be split 70/30 with the Friends group keeping 70 percent. There would no longer be a provision for 12 hours' worth of events per year.

Motion made by Commissioner O'Donnell, Seconded by Commissioner Smith, to continue the meeting to 10:30 p.m. The motion carried by the following vote:

Yea: Commissioner Mitchell, Commissioner Smith, Commissioner O'Donnell, Commissioner Marl

Nay: Mayor McGriff

Mr. Reid said the fee for youth sports was established in 2000. The city was trying to address an inconsistency in implementing fees that had been charged to some organizations but not others. They wanted to be fair and equitable and there was a certain percentage they were trying to recover. The city's fees were low compared to other cities. The city needed to recoup some of the costs associated with the sports fields and wanted to be consistent with all of the sports organizations.

There was discussion regarding costs specific to sports fields, the history of youth sports not being charged a fee, the value of youth sports to the community, subsidizing the youth sports program, the policies of other jurisdictions, how the fee was used for park maintenance, considering the fee an exclusive use fee, quantity discounts, and inviting all of the MOU organizations to the next conversation.

Motion made by Commissioner O'Donnell, Seconded by Commissioner Mitchell, to suspend the implementation of the MOUs, signed or not, until such time that the commission gathered enough information to make a decision. The motion carried by the following vote:

Yea: Commissioner Mitchell, Commissioner Smith, and Commissioner O'Donnell

Nay: Commissioner Marl and Mayor McGriff

15. ADJOURNMENT

Mayor McGriff adjourned the meeting at 10:33 PM.

Respectfully submitted,

Jakob S. Wiley, City Recorder



CITY OF OREGON CITY

CITY COMMISSION WORK SESSION

MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, April 19, 2023 at 6:00 PM

CONVENE WORK SESSION AND ROLL CALL

Mayor McGriff convened the meeting at 6:06 PM.

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

STAFFERS: 11 - City Manager Tony Konkol, City Recorder Jakob Wiley, City Engineer Dayna Webb, Public Works Director John Lewis, Parks and Recreation Director Kendall Reid, Finance Director Matt Zook, Human Resources Director Patrick Foiles, IT Director Mike Dobaj, Communications Manager Jarrod Lyman, Assistant City Attorney Carrie Richter, Police Captain Shaun Davis

DISCUSSION ITEMS

1. Delegated Authority to Set Speed Limits in Oregon City

John Lewis, Public Works Director, explained that the Transportation Advisory Committee had been researching the possibility of obtaining permission for the City of Oregon City to set speed limits within its own boundaries. He explained that the research was preliminary and incomplete but that the Committee wanted to keep the City Commission up to date on the process.

Mr. Lewis introduced Dayna Webb, City Engineer, who offered a presentation summarizing the Transportation Advisory Committee's research. The presentation discussed speed limits in Oregon, and how they are determined and enforced in various zones. The presentation also described research conducted into establishing a 20 mile per hour speed limit in certain areas of Oregon City and described the delegated authority speed zoning processes undertaken in nearby communities.

There was discussion about speed limits and pedestrian safety on Railroad Avenue. Shaun Davis, Police Captain, observed that because the area in question is a business district, the speed limit would be 20 miles per hour even if the speed limit is not posted.

Mr. Lewis raised the concern that if Oregon City were to set its own speed limits, the city might be held liable in the case of vehicle accidents connected to speed. This liability currently rests with the Oregon Department of Transportation (ODOT).

Commissioner O'Donnell inquired about installing lighted crosswalk indications in the area of Railroad Avenue that is particularly risky to pedestrians. Tony Konkol, City Manager, explained that an alternate solution to this issue has been under consideration as part of the Blue Heron development.

Commissioner Mitchell asked how long it generally takes for ODOT to respond to requests from the city. Mr. Lewis reported that before the pandemic the response time had been 9-12 months, and that the Transportation Advisory Committee had currently been waiting for a response regarding the Glen Oak Road speed zone study for 18 months. Commissioner Mitchell expressed concern that the lead time needed for ODOT to respond to requests would create a dangerous situation in new developments such as those on Maple Lane Road. He asked whether this area would qualify for residential area speed limits when

completed, and Ms. Webb explained that it would not because residential designation depended on the number of driveways accessing a road. There was consensus that this area ought to be considered for adjusted speed limits and pedestrian safety measures.

There was consensus that, despite the time and effort involved, it was worthwhile for Oregon City to obtain authority to set speed limits in order to ensure the safety of residents in a timely manner during changing circumstances. There was also consensus that Maple Lane, Linn Avenue, and Railroad Avenue be considered for lowered speed limits.

Mayor McGriff also noted that the City Manager was working on a Land Acknowledgement statement for the City of Oregon City.

ADJOURNMENT

Mayor McGriff adjourned the meeting at 6:42 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

Agenda Date: 07/05/2023

From: Mayor Denyse McGriff

SUBJECT:

Mayoral Appointment of Dave Trotter to the Natural Resources Committee (NRC)

BACKGROUND:

The Natural Resources Committee (NRC) recommends the Mayor appoint the following individuals:

- Dave Trotter (at large, term ending 12/31/2025)

BUDGET IMPACT:

Amount: No Budget Impact