



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING - REVISED AGENDA

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, April 06, 2022 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)(e): to conduct deliberations with persons designated by the governing body to negotiate real property transactions.

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@orc.org or call 503-496-1509 by 3:00 PM on the day of the meeting to register)*
- Email recorderteam@orc.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.](#) Arbor Month Proclamation

[3b.](#) Parkinson's Awareness Month Proclamation

4. CITIZEN COMMENTS

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

5. PRESENTATIONS

5a. Willamette Falls & Landings Heritage Area Presentation

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.](#) Oregon City Parks Master Plan Contract

[7b.](#) Temporarily Exempting Construction Activities from the Prohibition Against Unlawful Noises for the OC Brewing Patio Development Project and Declaring an Emergency

[7c.](#) Personal Services Agreement with Fehr & Peers for the Oregon City Loop Trail Plan (PS 22-002)

[7d.](#) OLCC: Liquor License Application – Off-Premises, Quick Stop Market, 13987 Holcomb Blvd., Oregon City

[7e.](#) OLCC: Liquor License Application – Full On-Premises, Commercial, Canard OC LLC, 1500 Washington Street, Oregon City

[7f.](#) Minutes of the January 5, 2022 Regular Meeting

8. PUBLIC HEARINGS

9. GENERAL BUSINESS

[9a.](#) Resolution No. 22-16, Revisions to Extend the Parklet & Private Property Restaurant/Retail Program from May 31, 2022 to November 30, 2022

[9b.](#) Personal Services Agreement with Wallis Engineering for the Inflow/Infiltration Program Management (CI 21-015)

[9c.](#) Change Order No. 001 and Resolution No. 22-15, A Resolution to Adopt a Budget Adjustment for the 2021-23 Biennium for the Emerick Construction Company Contract to Include Funding for Additional Costs that Have Increased the Original Agreed GMP Amount for the Oregon City Operations Center

[9d.](#) First Reading of Ordinance No. 22-1002, Adoption of the Parks and Recreation Advisory Committee (PRAC) into the City Code

10. COMMUNICATIONS

City Manager

a. Mayoral Vacancy Process

Commissioners

Mayor

11. ADJOURNMENT

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.



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 04/06/2022
From: Aquilla Hurd-Ravich, Community Development Director

SUBJECT:

Arbor Month Proclamation

STAFF RECOMMENDATION:

Staff recommends the Mayor read the Arbor Month Proclamation. Staff will also provide information about planned events.

EXECUTIVE SUMMARY:

Arbor Month in Oregon City will be the month of April.

BACKGROUND:

Oregon City will officially celebrate Arbor Day with Commissioner Rocky Smith on April 2, 2022 at Chapin Park, with ceremonies including:

- Presentation of the Heritage Tree Hero Award to Gardiner Middle School teacher Dara Kramer
- A ceremonial planting of trees at Chapin Park
- Neighborhood Tree planting of over 100 trees by volunteers through Friends of Trees planting program

Participants will include the Natural Resources Committee, the Oregon City Parks Foundation, Dara Kramer, the Oregon Heritage Tree Commission, Gardiner Middle School students, and Friends of Trees staff and volunteers. These events are open to the public.

2022 Heritage Tree Nomination Update: Heritage tree nominations are to be announced in conjunction with Arbor Month each year; the City has received seven nominations which will be reviewed by the Natural Resources Committee and three of which will be reviewed by the Parks Advisory Committee in the upcoming months. After these reviews, recommendations will be forwarded to the City Commission for approval.

PROCLAMATION

Arbor Month Proclamation

- WHEREAS: Governor Kate Brown has declared April 2022 to be Oregon Arbor Month; and
- WHEREAS: Oregon City has planted over 200 trees in response to the tree loss of the 2021 ice storm, in addition to the tree planting efforts of its residents and businesses; and
- WHEREAS: A member of the Oregon City community, Dara Kramer, was recognized as the state's Heritage Tree Hero this year for her efforts to help Gardiner Middle School care for the campus' 300-year-old White Oak; and
- WHEREAS: Oregon City is celebrating its tenth year as a Tree City USA; and
- WHEREAS: Maintaining and increasing the urban forest in Oregon City will help the City withstand the effects of climate change and natural disasters; and
- WHEREAS: The City's Arbor Day partners include Oregon Department of Forestry, Friends of Trees, and Oregon Community Trees; we work together throughout the year to plant trees and educate the community about the importance of urban forestry; and

Now, Therefore, I, Rachel Lyles Smith, Mayor of the City of Oregon City, do proclaim

**April 2022 as
Arbor Month in Oregon City**

And, urge all citizens to celebrate Arbor Month, support efforts to protect our trees and woodlands and to plant and care for trees to promote the well-being of this and future generations.

In Witness Whereof, I have hereunto set my hand this 6th day of April 2022.

Rachel Lyles Smith, Mayor

PROCLAMATION

- Whereas,** Parkinson's disease is a chronic, progressive, neurological disease and is the second most common neurodegenerative disease in the United States; and
- Whereas,** research suggests the cause of Parkinson's disease is a combination of genetic and environmental factors, but the exact cause and progression of the disease is still unknown; and
- Whereas,** there is no objective test or biomarker for Parkinson's disease, and the rate of misdiagnosis can be high; and
- Whereas,** the symptoms of Parkinson's disease vary from person to person and can include tremors; slowness of movement and rigidity; difficulty with balance, swallowing, chewing, and speaking; cognitive impairment and dementia; mood disorders (such as depression and anxiety); constipation; skin problems; and sleep difficulties; and
- Whereas,** there is no cure, therapy, or drug to slow or halt the progression of Parkinson's disease; and
- Whereas,** local, regional, and state volunteers, researchers, and medical professionals are working to improve the quality of life of persons living with Parkinson's disease and their families; and
- Whereas,** increased education and research is needed to find more effective treatments with fewer side effects and, ultimately, a cure for Parkinson's disease.

Now, Therefore, I, Rachel Lyles Smith, Mayor of Oregon City, hereby proclaim

The Month of April 2022
as
Parkinson's Awareness Month

In Witness Whereof, I have hereunto set my hand this 6th day of April 2022.

RACHEL LYLES SMITH, Mayor



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Parks and Recreation Director, Kendall Reid

Agenda Date: 04/06/2022

SUBJECT:

Oregon City Parks Master Plan Contract

STAFF RECOMMENDATION:

Staff recommend City Commission to approve the PROS Consulting INC Personal Service Agreement to begin the Parks Master Plan development.

EXECUTIVE SUMMARY:

The City received two qualified proposals for the Parks Master Plan. Through an extensive evaluation process that included review of the proposals, presentations from both firms and requests for supplemental materials, the City chose PROS Consulting INC to represent the City for the Parks Master Plan.

BACKGROUND:

In January, the City of Oregon City Parks and Recreation Department published a request for proposals (RFP) from consultants interested in leading a new Parks Master Plan. The previous Parks Master Plan was created in 2008.

The scope of this work includes City parks long-range and near-term planning and directs decision-making and resources toward a clearly defined vision for its future, including development and redevelopment of the parks, facilities, open space, and recreation system over the next ten years.

On February 4th, the City received two qualified bids. Following an extensive review process that included multiple department heads, the staff asked both consultants to provide presentations to the staff about why we should choose their firm for the Oregon City Parks Master Plan. On March 4th, the City listened to two presentations and evaluated the firms based on their work, knowledge of Oregon City Parks, references, costs and more. Following an extensive review process that included multiple department heads, the staff voted to award the contract to PROS Consulting INC on March 15th.

Development phase of this Parks Master Plan will begin in April 2022 and is anticipated to be completed by April 2023.

OPTIONS:

1. Authorize the City to execute the Contract.
2. Authorize the City 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: \$149,730.00

FY(s): 2022 - 2023

Funding Source(s): Parks Operations and Parks SDC's

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

OREGON CITY PARKS MASTER PLAN

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **PROS 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 **06/30/2023**, 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 hundred forty-nine thousand, seven hundred thirty dollars and no cents (\$149,730.00)**.

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
PO Box 3040
625 Center Street
Oregon City, OR 97045
Attention: Kendall Reid

To Consultant:

PROS CONSULTING INC
35 Whittington Drive,
Brownsburg, Indiana 46112
Attention: Neelay Bhatt

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 April 2022.

CITY OF OREGON CITY

PROS CONSULTING INC

By: _____
Kendall Reid
Title: Parks & Recreation Director

By: _____
Neelay Bhatt
Title: Principal

DATED: _____, 2022.

DATED: _____, 2022.

By: _____
Anthony J. Konkol III
Title: City Manager

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

DATE: _____

DATED: _____, 2022.

February 4, 2022

Introductory Letter

Mr. Kendall Reid, Parks and Recreation Director
City of Oregon City; 625 Center Street
Oregon City, OR 97045

RE: Request for Proposals – Professional Services for a Parks Master Plan

Dear Mr. Reid and Selection Committee:

PROS Consulting considers it our privilege to present our approach and qualifications for the opportunity to work with the City of Oregon City on the preparation of a *Parks Master Plan*. We are a full-service management consulting and strategic master planning firm focusing on services to government agencies, with specialized experience in parks and recreation, tourism, economic development, sports strategy, marketing and branding, and open space planning.

Our national experience, combined with our experience working in the Pacific Northwest and staff who has lived and worked for the Willamalane Park and Recreation District in Oregon, specifically ensures that we are able to offer the best of both worlds to help the City achieve its vision and goals. We believe our experience working with high-performing and CAPRA Accredited agencies on similar master plans nationally and our customized methodology is best suited to help you:

- **Maximize community engagement in an inclusive and innovative manner** to ensure the broad interests of the diverse community and stakeholders in Oregon City is heard and can help guide growth and development of parks, open space, recreation facilities, and programming;
- **Utilize a wide variety of data sources and best practices**, including a demographic and trends analysis, as well as a statistically-valid survey to predict trends and patterns of use and how to address unmet needs in the City;
- **Determine unique Level of Service Standards** to develop appropriate actions regarding parks, recreation, facilities, and trails that reflects the City's strong commitment in providing high quality recreational activities for the community;
- **Shape financial and operational preparedness** through innovative and "next" practices to achieve the strategic objectives and recommended actions; and
- **Develop a dynamic and realistic strategic action plan** that creates a road map to ensure long-term success and financial sustainability for the City's parks, facilities, and trails, as well as action steps to support the family-oriented community and businesses that call Oregon City home.

In order to create a dynamic, forward-thinking *Parks Master Plan* that meets the City's high standards, we are pleased to have assembled an award-winning team for this project, which includes the expertise of our longtime partner **ETC Institute**, a nationally renowned survey and market research firm to assist in the statistically-valid community survey development.

We look forward to the opportunity to present our approach and qualifications to perform this exciting project. If you have any questions or need additional information, please do not hesitate to contact me at 317.679.5615 or leon.younger@prosconsulting.com or our project principal, Neelay Bhatt at 740.591.0225 or neelay.bhatt@prosconsulting.com.

Sincerely,
PROS Consulting

Leon Younger

Leon Younger, President

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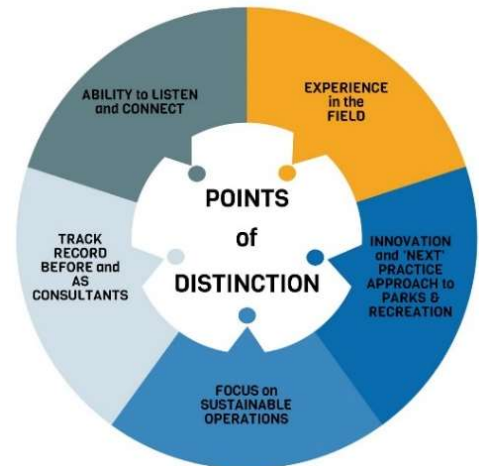
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Section Two – Firm Capabilities

Who is PROS Consulting?

PROS Consulting is a small firm with a big presence in the field of management consulting for public entities and non-profit organizations. With a small team of highly professional and experienced consultants, PROS is a flexible firm that is agile to the evolving dynamics of the social, economic, and political environments our clients operate in. PROS is among only a small handful of firms that have tremendous experience in the field as practitioners and have become nationally recognized for helping to shape and further transform the industry of parks and recreation.



PROS Quick Facts

- Since the firm was established in 1995 to uniquely serve the park, recreation and tourism services industry, PROS has completed more than 1,000 projects in over 47 states and numerous projects internationally in seven countries.
- The **PROS Team has worked in highly diverse environments** from the inner cities of Los Angeles, Miami, Atlanta, and Dallas, to remote areas in Appalachia, Montana, and the American West. Our experience includes working with the best-of-the-best, the worst-of-the-worst, and a lot in between.
- Our planning team has great depth of operational experience with **over 100 combined years as former parks and recreation managers**. This perspective of being trained “in the industry” and not just “on the industry” allows us to relate to communities and their residents, recreationalists of all types, and to understand the unique relevance of needs that can be most appropriately served by our clients. In other words, great recreational and park planning is not just collecting surveys and reporting results – it is about **achieving a sustainable balance of services, meeting community needs, and resource protection with community fulfillment**.
- Our approach to planning projects is that we become the **extension of the client’s team** and carry the same accountability as they do in serving their communities.
- This project is not about the PROS Team or what we think is best for your organization and stakeholders, nor do we believe that what works in some parts of the country will work here. This project is about producing **reliable, sustainable, relevant, and innovative outcomes for City of Oregon City, and the people that live, work and play in the region**.



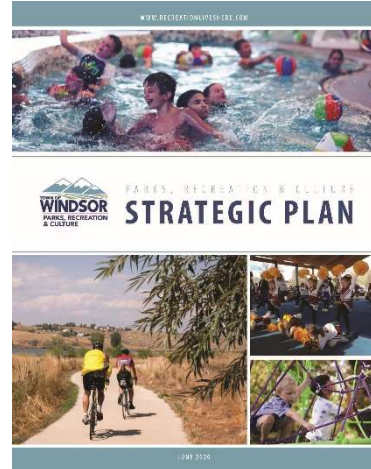
Unique Experience for this Project

The PROS Team features unique experience that can serve the City of Oregon City well in this project, including but not limited to:

- Recent completion of numerous parks and recreation master planning projects including Carlsbad, CA; Malibu, CA; Pasadena, CA; Roseville, CA; Healdsburg, CA; Everett, WA; West Richland, WA; Provo, UT; Glendale, AZ; Scottsdale, Chesterfield, MO; Kansas City, MO; Warrensburg, MO; Wentzville, MO; Olathe, KS; Merriam, KS; Shawnee County, KS; Derby, KS;

Dayton, OH; Canton, OH; Cleveland, OH; Toledo, OH; Carmel, IN; Brownsburg, IN; Valparaiso, IN; Plainfield, IN; Jacksonville, NC; Charlotte, NC; Roanoke, VA; AZ among many others

- Worked with nearly 40% of CAPRA Accredited Agencies. Assisted the following agencies with CAPRA Accreditation in the past through master and strategic plans: Kansas City, MO; Carmel, IN; Westerville, OH; Durango, CO; Oak Brook Park District, IL; Metro Parks Tacoma, WA; Prince George's County, MD; Mecklenburg County, NC; Olathe, KS; Prince William County, VA; Loudoun County, VA; and many others throughout the last 26 years.
- Since 2012, PROS Consulting has completed planning projects for 55% of the Gold Medal winning agencies from the National Recreation and Park Association.

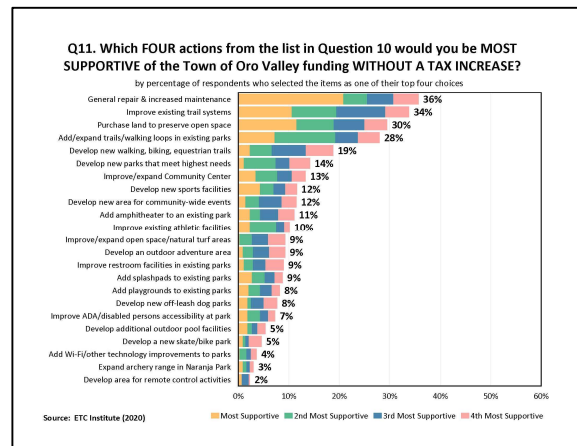


Subconsultants

We have expanded our expertise and capabilities in order to best serve the needs of the City of Oregon City in this plan. Our team members have worked with us on similar projects in the past and have a great reputation across the industry, both locally and nationally. The subconsultants proposed for this team are chosen for their specific expertise to ensure the highest level of innovation and successful outcome.

ETC Institute

ETC Institute is a 102-person market research firm that specializes in the design and administration of market research for governmental organizations. Our major areas of emphasis include citizen satisfaction surveys, parks and recreation surveys, community planning surveys, business surveys, transportation surveys, employee surveys, voter opinion surveys, focus groups, and stakeholder interviews. Since 1982, ETC Institute has completed research projects for organizations in 49 states. ETC Institute has designed and administered more than 3,500 statistically valid surveys and our team of professional researchers has moderated more than 1,000 focus groups and 2,000 stakeholder meetings. During the past five years alone, ETC Institute has administered surveys in more than 700 cities and counties across the United States.

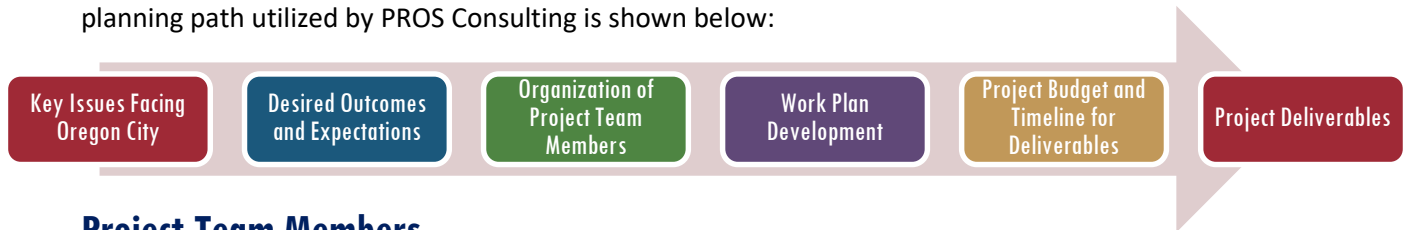


Core services of the firm involve conducting statistically valid surveys and related market research. ETC Institute has conducted more than 600 surveys for parks and recreation systems in 46 states across the Country for a wide variety of projects including parks and recreation master plans, strategic plans and feasibility studies. PROS Consulting and ETC Institute have teamed on more than 400 similar parks and recreation projects.

Section Three – Project Team

The Consulting Team on this project will be led by PROS Consulting Principal, Neelay Bhatt with Senior Project Manager, Jason Elissalde supporting throughout the project and strategic oversight by Leon Younger and the PROS team. Central to our project approach is providing a high level of responsiveness to City of Oregon City staff and maintaining accessibility throughout the project lifespan.

Before any project begins it is imperative to discuss the City’s aspirations. This will focus on the key issues, as well as the outcomes City desires from the master planning process. PROS Consulting will ensure that each facilitation service is properly staffed, scoped and scheduled to meet the City’s expectations. The planning path utilized by PROS Consulting is shown below:



Project Team Members

Neelay Bhatt

PROS Consulting, Principal

Neelay’s career has taken him to five continents and includes experiences with the Super Bowl, Disney and the Summer Olympics and Paralympics Games, besides years of consulting for master/strategic planning, marketing and branding, facility management and business planning. His educational background includes a Masters in Sports Administration and Facility Management, an MBA and a Masters in Advertising and PR. As a speaker and trainer, nationally and internationally, he has been fortunate to learn from and teach students, professionals and executives from China, India and all over the United States. Neelay served two three-year terms on the National Recreation and Park Association (NPRA) Board of Directors; In addition, as the Vice President PROS Consulting, he has served as project manager/lead consultant on over 130 system-wide and sports facility planning/development projects over several years. These projects have recommended facility infrastructure improvement and development totaling over \$3 billion USD and are helping to shape a better sports and recreation vision for cities all over the world.



Jason Elissalde, CPRP

PROS Consulting Senior Project Manager

Jason has over 20 years’ experience in training, development, and management; both in the private and public sector.

With PROS, he has co-led Community Needs Assessments in California and is involved in Strategic and Master Plan projects in agencies ranging from Louisville, KY to Montrose, CO and locally in Columbus, IN.

In his 7 years with Willamalane Park and Recreation District they won the National Gold Medal in 2016 and he led the start of their CAPRA accreditation process. He championed the District’s workplace culture, with a focus on staff development and a “mission” focused approach to problem solving, goals and objectives.

Jason is routinely invited to speak or keynote conferences nationally on topics such as workplace culture, change management, purpose driven leadership, and the importance of developing an emotional connection to the work we do and the communities we serve.

Previously, he worked in the public sector with organizations such as Enterprise Rent-A-Car, Verizon, and Target; Jason would lead multiple teams and processes; receiving awards and commendations for his work in customer service, operational excellence, data analytics and fiscal growth.



Leon Younger, CPRP

PROS Consulting, President

Leon is the founder and President of PROS Consulting. He has more than 40 years in parks, recreation, and leisure services. Leon is a recognized leader in applying innovative approaches to managing parks and recreation organizations. He has held positions as Director of Parks and Recreation in Indianapolis, IN; Executive Director of Lake Metroparks in Lake County, OH (Cleveland area); and Director of Parks and Recreation in Jackson County, MO (Kansas City). Leon is routinely invited to present his management and development philosophies at conferences, workshops, and training across the United States, as well as internationally. He is co-creator of the Community Values Model, a business model that synthesizes community & stakeholder input into a strategic plan. He regularly addresses sessions at the National Recreation and Park Association Conferences and has served as a board member and instructor at the Pacific Revenue and Marketing School in San Diego, California and the Rocky Mountain Revenue and Management School in Colorado. Currently, Leon is serving on the Board of Directors for the City Parks Alliance.



Philip Parnin, CPRP

PROS Consulting, Associate Principal

Philip Parnin has 25 years of experience in the field of parks and recreation. He has managed and led park development and sustainable operations at the executive level for over 16 years (including over a decade as director). In his leadership role, Philip established standards for improved efficiencies and operations by developing system-wide business plans, enterprise fund business plans, strategic master plans, recreation plans, marketing plans, site master plans, capital improvement plans, maintenance plans, trails and greenways plans, emergency action plans, and feasibility studies. Philip's field experience includes diverse municipal settings including: county, city, town and township district. His experience is enhanced by previous experience as the Indiana Park and Recreation Association President, along with serving on the Board of Directors. Philip currently serves as the Treasurer of the Indiana Park & Recreation Foundation where he has advised the board to financial gains beyond expectations. His approach to planning helps agencies transform ideas into successes that can be leveraged for even greater success.



Jason Morado

ETC Institute Director of Community Research

Mr. Morado has over 15 years of experience in the design, administration, and analysis of community market research. He has served as the project manager on community survey research projects for over 400 local governmental organizations throughout the U.S. Mr. Morado is experienced in all phases of project management of market research studies, including survey design, developing sampling plans, quantitative and qualitative analysis, interpretation of results and presentation of findings. His areas of emphasis include citizen satisfaction surveys, parks and recreation needs assessment surveys, community planning surveys, business surveys, and transportation studies. He has also led the coordination and facilitation of focus groups and stakeholder interviews for a wide range of topics.

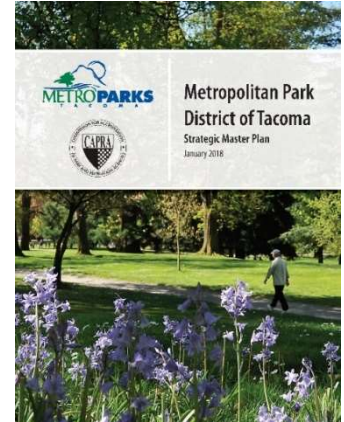


Section Four – Example Projects and Qualifications

PROS Consulting & ETC Institute Experience and References

Metro Parks Tacoma, WA Strategic Master Plan (2018) & Mission-Led Program Plan (2016)

Metro Parks Tacoma (MPT or “District”) is a nationally accredited and award-winning Park District located in Tacoma, Washington. The system is comprised of many different park facilities that offer residents a variety of recreational opportunities. From waterfront access to local neighborhood parks to large regional facilities and attractions, the MPT system is both a local community asset and regional destination. In order to maintain its high degree of service provision and outstanding community reputation, MPT maintains a planning framework that ensures cutting edge best practices. As such, the District has developed a series of planning initiatives, as denoted on the chart below. In 2018, PROS Consulting collaborated with MPT to complete a strategic master plan. The adopted Strategic Master Plan fulfilled requirements to maintain the District’s accreditation status with the NRPA’s Commission for Accreditation of Park and Recreation Agencies (CAPRA). CAPRA recognizes park and recreation agencies for excellence in operation and services. MPT has been accredited since October 13, 2014. Additionally, the Strategic Master Plan established performance measures to be achieved over the next five years. A major concept the District is moving toward is meeting the “10-minute Walk Campaign” led by the Urban Land Institute, Trust for Public Land, and NRPA. Prior to this planning effort, PROS Consulting completed a *Mission-Led Comprehensive Program Plan* and is currently in an on-call services agreement with the District for miscellaneous parks and recreation planning.



Project Cost: \$100,000 (Comprehensive Program Plan); \$65,000 (Strategic Master Plan)

Link to Plan: <https://www.metroparkstacoma.org/about/agency-plans-partnerships/strategic-plan/#additional-documents>

& <https://www.metroparkstacoma.org/about/agency-plans-partnerships/mission-led-comprehensive-plan/>

Client Reference: Mr. Joe Brady, Chief Strategy Officer; Metro Parks Tacoma; 4702 S. 19th St., Tacoma, WA 98405; 253-305-1014; joeb@tacomaparks.com

Kent, WA Comprehensive Recreation Program Plan (2020), Riverbend Golf Complex Business Plan (2017) and Comprehensive Parks, Recreation, and Open Space Plan (Ongoing)

KENT, WASHINGTON

Kent Parks, Recreation & Community Services (Kent PRCS) retained PROS Consulting in 2019 to develop the Department’s first *Comprehensive Recreation Program Plan*. Kent PRCS has aspirations to achieve CAPRA Accreditation and therefore, the development of a dedicated program plan is a necessity. In addition to the expressed CAPRA-related need, Kent PRCS experienced severe budget cuts for several years preceding the plan’s development. The plan put recreation in the forefront and used the planning process to establish and articulate Kent PRCS’s value to the community in order to provide realistic action items for an 8-year period given the existing fiscal realities.



In 2017, PROS Consulting was hired to develop the business plan for the Riverbend Golf Complex Business

Plan with the goal of reducing the level of tax subsidy and developing recommendations for capital improvements, changing operating philosophies and developing a new set of strategies to turn the golf operation into a revenue producing facility that is capable of covering its operational costs for the next ten years. *PROS Consulting and Berger Partnership are currently updating the PROS Plan for completion in mid-2022.*

Project Cost: \$92,000 (Comprehensive Program Plan); \$35,000 (Golf Course Business Plan); \$200,000 PROS Plan

Link to Plan: <https://www.kentwa.gov/home/showpublisheddocument?id=15892>

Client Reference: Ms. Julie Parascondola, Director; Kent Parks, Recreation & Community Services Department; 400 West Gowe Street, Kent, WA 98032; 253-856-5007; jparascondola@kentwa.gov

Durango, CO Parks, Open Space, Trails and Recreation Master Plan (2010) and (2020 Update)

Durango Parks and Recreation is a NRPA Gold Medal winning agency, as well as CAPRA Accredited. In 2010 and in 2020, the City of Durango Parks and Recreation Department hired PROS Consulting, as well as ETC Institute, to update the Parks, Open Space, Trails, and Recreation Master Plan (POSTR Plan). The purpose of the Plan was to establish a 10-year road map for the Department. The Plan provided direction and strategies for parks, open space trails and, recreation programming, and recreation facilities. In addition, the Plan was aligned with the Department's mission and vision.

The process included extensive community input, a statistically valid household survey, and a series of technical reports and assessments that were based on site visits and meetings with staff. In addition, the process included involvement and review by a resident Steering Committee. The Committee reviewed and responded to all of the technical reports. Durango staff members also met with the Committee in order to further discuss elements of the Plan. In addition, the 2001 Parks, Open Space, Trails Master Plan was reviewed in order to build on work previously completed. All of this information created the basis for recommendations to position the Department for the future.

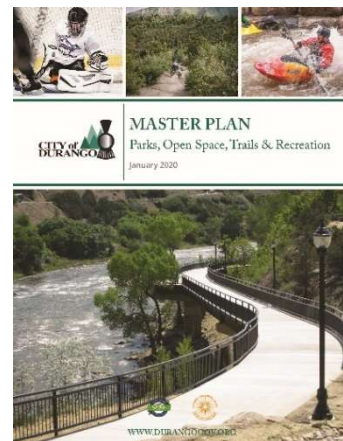
Project Cost: \$156,000

Link to Plan: <https://co-durango.civicplus.com/DocumentCenter/View/17084/POST-and-Recreation-Master-Plan---Adopted-2020-PDF?bidId=>

Client Reference: Mr. Scott McClain, Parks and Recreation Asst. Director; 2700 Main Ave.; Durango, CO 81301; Phone: 970.375.7322; scott.mcclain@durangogov.org

Carmel, IN Comprehensive Parks and Recreation Master Plan (2015 & 2020)

Founded in 1991, Carmel Clay Parks & Recreation (CCPR) was established through an Interlocal Cooperation Agreement between the City of Carmel and Clay Township in Indiana. CCPR was created to serve the nature and fitness needs of the community, manage and develop existing spaces and resources, and create a sustainable future for parks and recreation programs through a financially viable and environmentally conscious parks system. CCPR manages and maintains more than 500 acres of park land and numerous recreation facilities, providing more than 5,000 annual classes



and programs for all ages. The agency recently become CAPRA Accredited and won the 2014 and 2020 Gold Medal for Parks and Recreation at NRPA.

To continue to serve the City of Carmel and Clay Township, CCPR desired an updated Parks and Recreation Comprehensive Master Plan in 2015, as well as 2020, which were both completed by PROS Consulting and ETC Institute to guide development and actions for the next five years, as well as use as part of the agency's CAPRA Requirement. The purpose of the Parks and Recreation Comprehensive Master Plan was to identify current and future needs of the community, while also updating level of service standards, reviewing the financial strength of CCPR, and providing an action plan with funding and revenue strategies. The Parks and Recreation Comprehensive Master Plan represents CCPR's commitment to providing a quality park and recreation system for the City of Carmel and Clay Township.

The Master Plan was an updated of the previous master plan completed by PROS Consulting for the CCPR, and built off other plans completed by PROS (2015 Parks and Recreation Master Plan, Marketing Plan, Maintenance Management Plan, The Monon Community Center Business Plan, West Park Business Plan, Comprehensive Program Plan). **Project Cost:** \$140,000

Link to Plan: <https://www.carmelclayparks.com/master-plans/>

Client Reference: Mr. Michael Klitzing, Director; 1235 Central Park Drive East; Carmel, IN 46032; 317.573.4018; mklitzing@carmelclayparks.com

City of Sioux Falls, SD Parks and Recreation System Master Plan (2020)

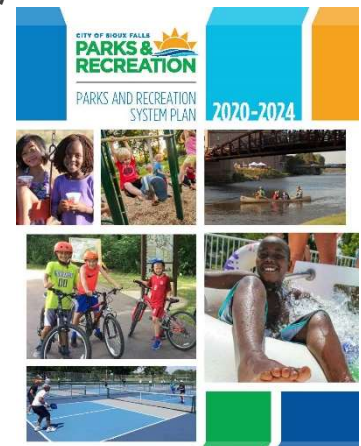
In 2020, PROS Consulting, as well as Confluence and ETC Institute completed a Parks and Recreation System Master Plan for the City of Sioux Falls. Sioux Falls is the largest city in South Dakota located in the heart of America. Regionally positioned, Sioux Falls is a community that offers a welcoming atmosphere, vibrant Downtown, big-city entertainment, and small-city hospitality. The City of Sioux Falls also provides a comprehensive parks and recreation system that greatly contributes to the quality of life in Sioux Falls and surrounding areas. The SFPR system consists of over 3,100-acres of parkland, made up of 80 parks, 11 undeveloped sites, 5 community centers, 4 enlarged gymnasiums, 3 support sites, 3 golf courses, 6 ice rinks, 5 outdoor pools, one indoor aquatic center, Downtown River Greenway, and more than 30 miles of paved, off-street recreational trails.

Since 2010, SFPR was accredited by the Commission for Accreditation of Parks and Recreation Agencies (CAPRA), which recognizes park and recreation agencies for excellence in operation and service. The System Master Plan sought community input to identify their visions and expectations for the future of the Sioux Falls park and recreation system. Community input was received via focus groups, key stakeholder interviews, public forums, a statistically-valid needs analysis survey, a community online open survey, and a crowd-sourcing website www.plansfparks.org. The information gathered from the community engagement process was combined with technical research to produce the final plan.

Project Cost: \$202,390

Link to Plan: https://www.dropbox.com/s/wtjd7r839pry9lk/CityOfSiouxFalls_SystemPlan_2020-2024_r4.pdf?dl=0

Client Reference: Mr. Tory Miedema, Park Development Specialist; 231 North Dakota Ave.; Sioux Falls, SD 57104; 605.367.8217; tmiedema@siouxfalls.org



Idaho Falls, ID Parks and Recreation Comprehensive and Strategic Master Plan (2020)

The City of Idaho Falls Parks and Recreation Department underwent a comprehensive and strategic planning process with the goal of developing a document that would inform and guide decision-making relative to the department's oversight of parks, facilities, programming and events over the next five years.

The PROS Consulting-led team was contracted to develop the Comprehensive and Strategic Master Plan study in partnership with the City of Idaho Falls. The process was multi-pronged, including existing conditions analysis of the facilities and services, benchmarking comparisons with other communities, analysis of the City demographics, consideration of national trends, and extensive community engagement to gather feedback directly from residents and community stakeholders to identify needs and opportunities for improvement.



The Plan is meant to be a strategic roadmap that can adapt as times and circumstances change. This is even more timely as the City continues to plan its future in a post Covid19 world. The financial realities of Governments and public agencies nationwide have changed with reduced revenues and the Department will need to have an even greater emphasis on earned income and dedicated funding to ensure long-term financial sustainability. **Project Cost:** \$120,000

Link to Plan: <https://www.idahofallsidaho.gov/DocumentCenter/View/11945/RECreate-IF-Comprehensive-Master-Plan>

Client Reference: Mr. P.J. Holm, Parks and Recreation Director; 520 Memorial Dr.; Idaho Falls, ID 83402; 208.612.8482; pholm@idahofallsidaho.gov

Section Five – Project Understanding

The City of Oregon City has a strong commitment to provide high-quality parks and recreation amenities to the community. As such, the City is seeking professional services to complete a Parks Master Plan ("Master Plan"). The purpose of the project is to determine how to best meet the future park needs of the community through enhancements to existing parks and the potential development of new ideas to bring to the park. This effort is intended to result in a plan that evaluates current parks and trails, identifies recreational needs for the community and recommends approaches to achieve overall goals with proposed capital costs.

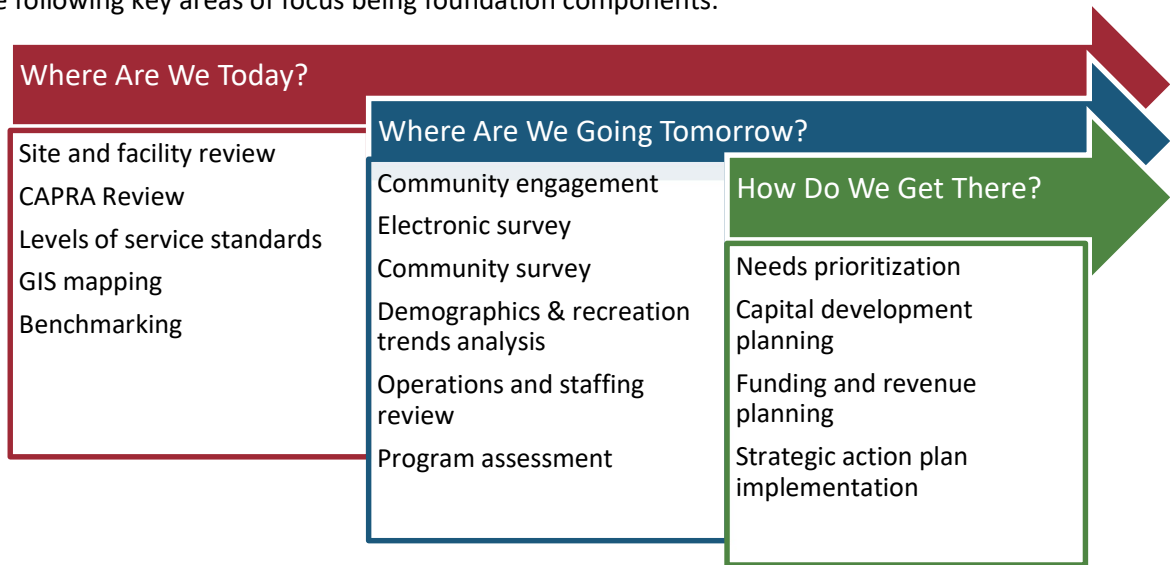


It is understood that the Master Plan will also address CAPRA Requirements as outlined by the National Recreation and Park Association. The plan will provide a comprehensive overview of the City parks system at present and propose goals, objectives, and policies to achieve a planned future with an emphasis on evaluation and redevelopment of existing parklands, amenities, structures, and green spaces to meet future goals.

The City requests a comprehensive Master Plan to create a roadmap for facilities and amenities into the future. The outcome will be a Master Plan that will be heavily used as a resource for future development and redevelopment of the City's parks, open space, and recreation system over the next 5-10 years.

Key Steps in the Process

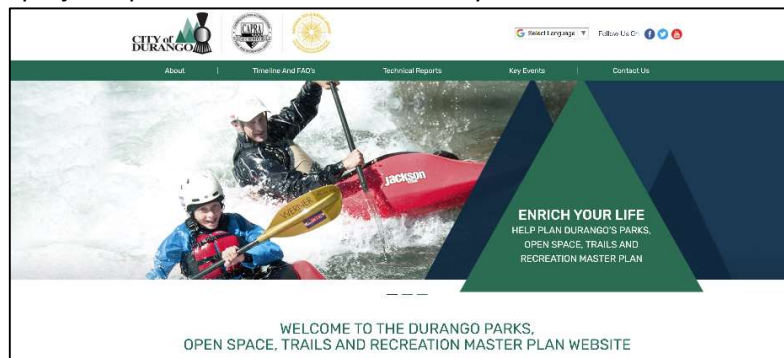
The Master Plan will create a clear set of objectives that will provide direction to the City Commission and Parks Recreation and Advisory Committee for development and enhancement of the Oregon City's parks system for a short-term, mid-term and long-term range. There are numerous steps in the project, with the following key areas of focus being foundation components.



Section Six – Proposed Project Approach

Phase 1: Plan Kick-off and Background Research / Analysis

- Kick-off Meeting & Project Management** – The PROS Team will be in close and constant contact with your designated project coordinator throughout the project, to ensure constant feedback and timeliness of project deliverables.
- Data Collection and CAPRA Review** – The PROS Team will also collect, log and create electronic copies as appropriate (MS Word/Excel and Adobe Acrobat) of key data and information to facilitate dissemination and assimilation of information. Additionally, our team of CAPRA visitors will also review the plan keeping CAPRA standards in mind to help the Department identify and ensure compliance with the maximum possible CAPRA standards by virtue of completing this Master Plan.
- Project Branding and Website** – The PROS Team will collaborate with staff to develop a project brand and then build a multi-lingual, ADA accessible mobile friendly website to maximize ongoing outreach online, share project updates and obtain community feedback.



- D. Demographic and Trends Analysis** – The PROS Team will perform a demographic and recreational trends analysis based on 2020 U.S. Census data and 2022, 2027, and 2032 projected population. We will utilize the City’s base data and ESRI census tract and block group data for all projections. From the demographic base data, sports, recreation, and outdoor trends are applied to the local populace to assist in determining the potential participation base within the community. The Consulting Team utilizes *the Sports & Fitness Industry Association’s (SFIA) 2021 Study of Sports, Fitness & Leisure Participation*, ESRI local market potential, and trends from the Outdoor Foundation on outdoor recreation trends.
- E. Benchmark Analysis** – A benchmark analysis will be completed to compare the Oregon City’s parks system to five (5) other relevant peer agencies. The Consultant Team will work with the Department to identify the 15 key metrics to be surveyed and analyzed, as well as the benchmarked communities.

Phase 2: Public Engagement

We will utilize a robust public input process to solicit community input on how the parks and recreation system and programs meet the needs of residents into the future. Our PHILOSOPHY, “We Go Where the People Are” and our engagement PROMISE is:

- Equitable and accessible
- Tailored to the project
- Responsive and flexible – adapt based on what we hear
- Virtual and traditional approaches
- Geographically balanced

Our engagement APPROACH includes:

- Virtual stakeholder meetings
- Phone interviews
- Online surveys
- Virtual public meetings
- Online chats
- Crowdsourcing project website

- A. Key Leadership and Stakeholder Interviews** – The PROS Team will perform up to 16 one-on-one interviews with key community leaders and stakeholders to evaluate the future vision for City of Oregon City parks and recreation within the first 30 days of the project. The community values, strengths and challenges of the City, trends, and level of services provided will also be evaluated during this time. Key leadership and partners could include Park Board, Schools, Libraries, Civic Associations, Community Foundations, and advisory groups, among others.
- B. Focus Groups and User Groups** – The PROS Team will facilitate five to eight (5-8) user group sessions that could include sports, aquatics, general recreation, and arts with small groups of randomly selected community members representative of the community’s primary population demographics.
- C. Statistically-Valid Needs Survey** – The PROS Team will work with ETC Institute to perform a random, scientifically valid community-wide household survey to quantify knowledge, need, unmet need, priorities and support for system improvements that include facility, programming, and the park needs of the City. The survey will be administered by phone or by a combination of a mail/phone survey and will have a minimum sample size of 350 completed surveys at a 95% level of confidence and a confidence interval of +/- 5 %. Prior to the release, the survey will be reviewed by the City.
- D. Online Survey** – The PROS Team will create an online survey administered through www.surveymonkey.com. This survey will be promoted through the Department’s website and promotional mediums to maximize outreach and response rates. These surveys will provide quantitative data and guidance in addition to the stakeholder and focus groups in regards to the recommendations for park amenities, specific programs, trail linkages, facility components, usage, and pricing strategies.

- E. Community Meetings** – We propose to conduct a total of two (2) public forums, which may be hybrid or virtual: one (1) initial public forum to introduce the project and project goals, preliminary findings, gain input for the community’s vision and core values for the recreation system, and one (1) as a final briefing and input opportunity on the draft plan. These will include live polling exercises, the opportunity for Q&A and also for the meeting to be recorded and shared on the City’s website for the community to view it later.
- F. HAPPI FEET™ Real-Time Customer Feedback App** – This is a real time, GPS location-based customer feedback app for the community to participate in the planning process. As technology evolves and more millennials use apps and mobile devices to engage, this will provide for a customized and branded App based tool for the City to obtain feedback from any specific site or GPS location from the diverse community members during the entire planning process. Real-time Customer Service Reporting App – Key Features:
- Real-Time Notification: Predetermined staff (by location) will get instant email notifications of any user feedback to address the issue and this feedback would be helpful with determining site specific needs that can be woven into the plan’s recommendations and CIP as well.
 - Ad-Supported Functionality: The functionality will also include a provision to incorporate banner ads to highlight upcoming meetings / special events and other opportunities for the community to share input in the planning process.
 - Data Dashboards: The information obtained from the app will be accessible to staff through a personalized web portal (www.KeepHappyFeet.com). It will provide the ability to sort and view by specific location thus allowing the city and department leadership to address specific issues or concerns in the planning process.

Phase 3: Parks, Facilities, and Recreation Program Assessment

- A. Outdoor Asset Condition Assessment** – The PROS Team will incorporate findings from the Deferred Maintenance Assessment and Capital Improvement Plan completed in 2021 into the Master Plan document. This can help drive recommendations for future Levels of Service Standards.
- B. Park Classifications and Level of Service Standards** – The PROS Team will work with the City to review and confirm, modify or add to existing park classifications, and level of service standards for all park sites, trails, open space amenities and indoor and outdoor facilities. The level of service standards will be based on public input, as well as NRPA national guidelines and can help the Department and city make decisions on future impact fees.
- C. GIS Mapping** – The PROS Team will utilize GIS to perform equity mapping to identify park/facility service areas, Facilities (pools, senior center, major use areas, athletic facilities, playground, picnic shelters, and aquatics), trail connectivity, and supporting facilities.
- D. Recreational Demand Study and Assessment** – The PROS Team will perform an inventory and assessment of the demand, demographics (Youth / Young and Elderly Adult) and needs for recreation programs and services in order to help prioritize future facility and program needs in the City.
- E. Prioritized Facility and Program Needs** – The PROS Team will synthesize the findings from the community input, demographics analysis, facilities assessment, program assessment and the equity mapping into a quantified priority facility needs analysis.
- F. Malcolm Baldrige Organizational Culture Survey** - The PROS Team will evaluate the Department staff culture to determine organizational readiness and willingness to move forward on key recommendations that could come from the Master Plan. The PROS Team will organize and develop a staff and workforce engagement survey modeled after the Malcolm Baldrige Quality Assessment

Survey titled “Are We Making Progress?” which rates the perceptions of individuals regarding organizational culture in the workplace. It will be developed in conjunction with staff based on the survey instrument of the Baldrige National Quality Program, a program of the National Institute of Standards and Technology, which is a component of the U.S. Department of Commerce.

- G. Financial Analysis** – The PROS Team will perform analysis to document the financial situation of the Department. The financial analysis will look at the budget, pricing policy, user fees, current and other revenue generating opportunities, grant opportunities, and the revenue forecast.

Phase 4: Action Plan and Parks Master Plan Development

- A. Capital Improvement Plan** – The PROS Team will incorporate findings from the Deferred Maintenance Assessment and Capital Improvement Plan completed in 2021 into this chapter of the Master Plan document.
- B. Funding and Revenue Strategies** – Funding strategies will be developed based in part to our review and analysis of the facilities as well as the national experience brought by the PROS Team.
- C. Action Plan, Strategic, Capital and Financial** - The PROS Team will assimilate all data and findings from the previous aspects of this project and develop detailed action plans for the City of Oregon City to implement upon completion of this Master Plan.
- D. Final Report and Presentation** – The PROS Team will prepare a draft Comprehensive Plan taking into account all analysis performed and consider the fiscal and operational impacts to the City. The process for completing the final plan will include the completion of a draft report; review and revisions in coordination with the City of Oregon City’s staff and submission of a final report.

Final Deliverables: The PROS Team will submit a draft and final report which summarizes the findings and conclusions and includes a clear demonstration that the firm has fulfilled all the elements contained in the agreed upon scope of work. The Plan will include written goals, plans, objectives, and policy statements that articulate a clear vision and “road map” for the City’s future. The PROS Team will make two (2) on-site presentations to report and summarize findings. The first presentation on-site will be to the PRAC, City Commission and to staff. The second presentation will be the final presentation to the City Commission. The reports must be in an easy-to-understand format with charts, graphs, maps, and other data as needed to support the plan and its presentation to the appropriate audiences. The final report must be submitted as follows:

- A color version of the draft Master Plan document consisting of one (1) printed and bound color copy and an electronic copy in a .pdf format compatible with the City’s software.
- A color version of the final Master Plan document consisting of fifteen (15) printed and bound color copies, one (1) printed and unbound copy and a .pdf electronic copy in a format compatible with the City’s software.

Proposed Fees

The following fee breakdown is based on the project approach described in the Scope of Work. We would appreciate the opportunity to discuss the project approach and fees to ensure they are consistent with your expectations, as we are flexible in meeting your needs. This fee is a not-to-exceed amount and includes all costs, both direct and indirect, including any reimbursable expenses. **PROS Consulting uses a transparent pricing model toward project budgets. We do not change-order our clients unless there is major scope addition to the project after contract execution.**

	Total
Phase 1: Plan Implementation and Background Research / Analysis	
A. Kick-off Meeting & Project Management	\$ 9,840
B. Data Collection and CAPRA Review	\$ 3,880
C. Project Branding and Website	\$ 12,400
D. Demographic and Trends Analysis	\$ 2,640
E. Benchmark Analysis	\$ 5,880
Subtotal Dollars	\$ 34,640
Phase 2: Public Engagement	
A. Key Leadership and Stakeholder Interviews	\$ 6,520
B. Focus Groups and User Groups	\$ 6,520
C. Statistically-Valid Needs Survey	\$ 13,720
D. Online Survey	\$ 2,830
E. Community Meetings	\$ 6,520
F. HappiFeet App	\$ 12,500
Subtotal Dollars	\$ 48,610
Phase 3: Evaluation of Current Facilities / Operations and Programs	
A. Outdoor Asset Condition Assessment	\$ 1,060
B. Park Classifications and Level of Service Standards	\$ 7,080
C. GIS Mapping	\$ 3,600
D. Recreation Demands Study & Assessment	\$ 12,760
E. Prioritized Site, Facility and Program Needs Analysis	\$ 6,680
F. Malcom Baldrige Organizational Culture Survey	\$ 4,000
G. Financial Analysis	\$ 6,820
Subtotal Dollars	\$ 42,000
Phase 4: Action Plan and Parks Master Plan Development	
A. Capital Improvement Plan	\$ 1,060
B. Funding and Revenue Strategies	\$ 6,400
C. Strategic Action Plan	\$ 5,360
D. Master Plan Development	\$ 11,660
Subtotal Dollars	\$ 24,480
TOTAL DOLLARS	\$ 149,730

Hourly Rates

PROS Consulting

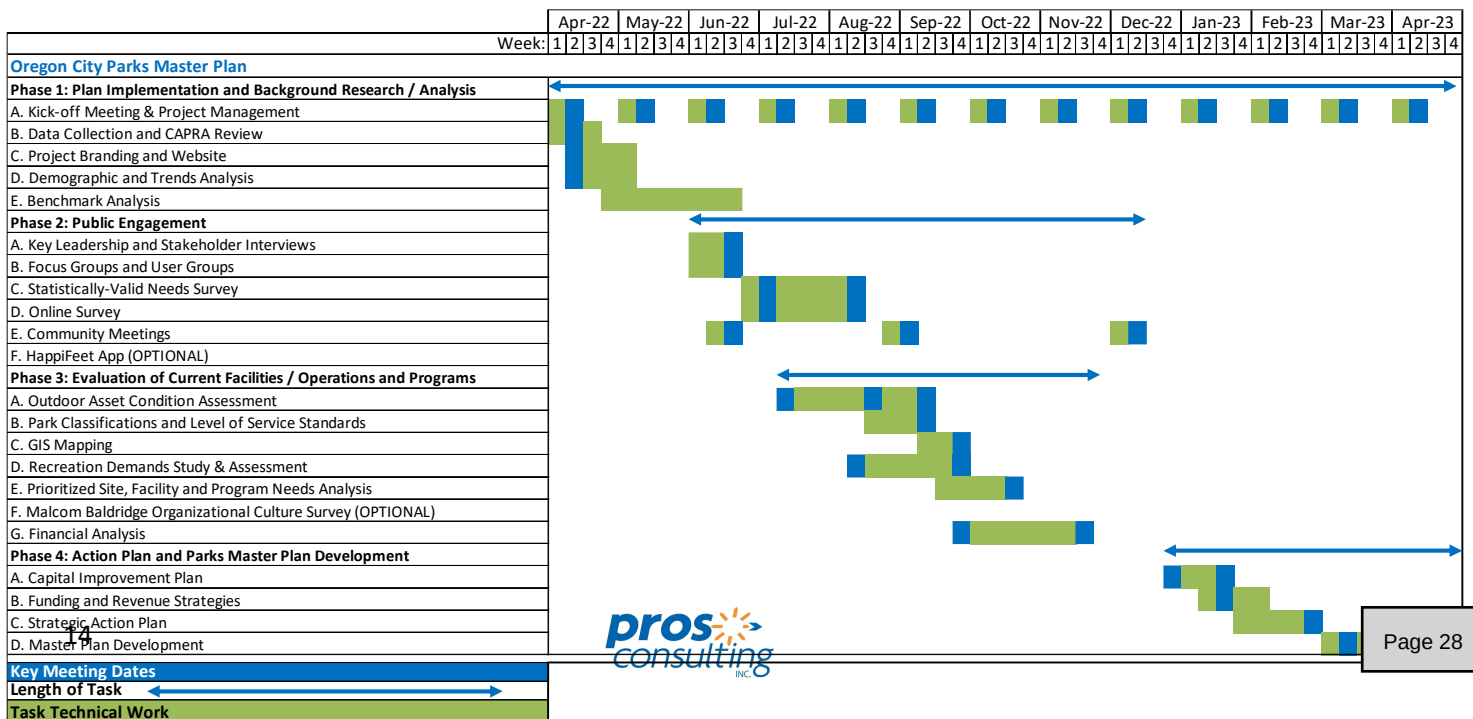
Leon Younger - \$185 Neelay Bhatt - \$165 Jason Elissalde - \$145 Philip Parnin - \$145

ETC Institute

Jason Morado - \$150

Section Seven – Proposed Schedule

The project approach detailed in this proposal can be completed by the PROS Team collaboratively with the City of Oregon City. We can begin the project immediately and has the capability and availability to meet the project schedule depicted below. Specific dates will be set during the kick-off meeting process, and we will consider any special requirements by the City in regards to scheduling to meet your expectations.



Section Eight – Support Information

PROS Consulting, Inc. certifies that we have not and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, woman or emerging small business enterprise certified under ORS 200.055 or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225.



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: 4/06/2022

SUBJECT:

Temporarily Exempting Construction Activities from the Prohibition Against Unlawful Noises for the OC Brewing Patio Development Project and Declaring an Emergency

STAFF RECOMMENDATION:

Approve Resolution No. 22-14, authorizing the night work related to the paving activities associated with the OC Brewing Patio Development Project that impacts automobile travel on Washington Street and 14th Street.

EXECUTIVE SUMMARY:

The City has permitted and is overseeing construction of the OC Brewing Patio Development. The project requires repaving of utility trenches which will impact two-way traffic within Washington Street and 14th Street. The project anticipates the work in Washington Street and 14th Street to occur April 18 to April 30, 2022. The project will perform work from 8:00 PM to 5:00 AM which is outside typical high-traffic hours. However, an exemption from OCMC 9.12.023 is requested because OCMC 9.12.023 prohibits loud or unusual noises or other activities which may disturb the peace and comfort of adjacent residences between the hours of 10:00 PM and 7:00 AM.

The project requires night work for construction within Washington Street and 14th Street. Work outside of specified allowed work hours is prohibited without City Commission approval in residentially-zoned neighborhoods per Oregon City Municipal Code Section (OCMC) 9.12.023. The zoning on the south side of the project is R-3.5 residential.

OCMC Section 2.52.020 defines “emergencies” to include “utility or transportation emergencies.” Resolution No. 22-14 will allow White Dog Construction to complete the offsite utility work on a temporary emergency basis. The resolution will allow night work to occur from April 18 to April 30, 2022, to ensure construction activities occur during non-peak traffic hours, and to support the safety of construction staff and safe public travel on Washington Street and 14th Street.

BACKGROUND:

An expansion to OC Brewing (located at 1401 Washington Street) was approved under land use file GLUA-20-00043. The project involved trenching for installation of utility services to support the expansion to the restaurant and addition of food carts on the property. The construction of the new utility services requires repaving of Washington Street and 14th Street. The utility trenching and installation work occurred in January 2022 during nighttime to limit disturbance to the traveling public (approved with resolution 22-01). Paving activities could not be performed at that time due to difficulty in acquiring asphalt delivery at nighttime during winter months. With the change in season, the development now proposes to perform required paving activities. The design has been reviewed by the Public Works Department and is approved.

The development requires night work on Washington Street and 14th Street because day construction would cause excessive traffic delays on Washington Street and 14th Street which are heavily traveled streets. Upon evaluation of the proposed traffic control plan provided by the contractor, City staff concluded that due to the traffic counts on Washington Street and 14th Street, it was appropriate to require night work.

The work will occur on Washington Street between 14th Street and 15th Street. The work will also occur on 14th Street between Center Street and Washington Street. The increased noise and disruption to regular traffic patterns from the construction activities will indirectly impact residentially-zoned areas south of 14th Street.

The request is for a two-week window for work during nighttime to be able to successfully complete paving activities. The working hours will be 8:00 PM to 5:00 AM, for the dates of April 18 to April 30, 2022.

Per Oregon City Municipal Code (OCMC) 2.52.020, “emergencies” include “utility or transportation emergencies.” OCMC 2.52.040 (L) authorizes the City, in cases of emergency, to “order such other measures as are necessary for the protection of life or property, or for the recovery from the emergency.” Adoption of Resolution No. 22-14 provides City Commission approval for temporary emergency night work.

OPTIONS:

1. Approve Resolution No. 22-14 as requested.
2. Approve Resolution No. 22-14, with specific modifications.
3. Deny Resolution No. 22-14. If the Commission chooses to deny the Resolution, staff requests direction on how to proceed.

RESOLUTION NO. 22-14

A RESOLUTION DECLARING AN EMERGENCY AND TEMPORARILY EXEMPTING THE CONSTRUCTION ACTIVITIES IN WASHINGTON STREET AND 14TH STREET ASSOCIATED WITH THE OC BREWING PATIO DEVELOPMENT PROJECT FROM THE PROHIBITION AGAINST UNLAWFUL NOISES

WHEREAS, Oregon City Municipal Code (OCMC) 2.52.020 defines “emergencies” to include “utility or transportation emergencies”; and

WHEREAS, OCMC 2.52.040(L) authorizes the City, in cases of emergency to “order such other measures as are necessary for the protection of life or property, or for the recovery from the emergency”; and

WHEREAS, the City would be acting in the best public interest by facilitating the completion of paving within the Washington Street and 14th Street travel lanes required of the OC Brewing Patio Development (“Project”); and

WHEREAS, transportation in the vicinity of the Project is vital to the community, and completing the needed work at night is vital to the economic and mobility interests of the City; and

WHEREAS, OCMC 9.12.023(E) declares 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 to be a violation.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The City Commission declares an emergency, limited to paving activities within the Washington Street and 14th Street associated with the OC Brewing Patio Development (“Project”) as shown in the site map attached to this resolution. Consistent with OCMC 2.52.070 and, by this resolution, the Commission declares an emergency from April 18, 2022, at 8:00 PM to April 30, 2022, at 5:00 AM.

Section 2. Based on the emergency identified above, the City Commission grants the construction activities in the Washington Street and 14th Street rights-of way exemption from Section 9.12.020 of the Oregon City Municipal Code for paving activities in Washington Street and 14th Street, during the period identified above in Section 1 of this resolution.

Section 3. This resolution shall take effect immediately upon its adoption by the City Commission.

Section 4. The City Commission hereby directs the City Manager and City staff to undertake all appropriate and practical measures to lessen the impacts of night-time work on City residents and businesses as authorized by this resolution.

Section 5. The City Commission adopts these procedures to prevent, minimize, respond to, or recover from the emergency consistent with OCMC 2.52.040.

Approved and adopted at a regular meeting of the City Commission held on the 6th day of April 2022.

Item 7b.

RACHEL LYLES SMITH, Mayor

Attested to this 6th Day of April 2022

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney





CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 04/06/2022
From: Public Works Director John M. Lewis, PE

SUBJECT:

Personal Services Agreement with Fehr & Peers for the Oregon City Loop Trail Plan (PS 22-002)

STAFF RECOMMENDATION:

Award the contract and authorize the City Manager to execute the Contract Agreement with Fehr & Peers in the amount of \$99,800 for planning services for the Oregon City Loop Trail Plan (PS 22-002).

EXECUTIVE SUMMARY:

The Oregon City Loop Trail is a proposed shared-use path which is referenced in the Transportation System Plan (TSP) and Trails Master Plan (TMP). It includes shared-use path projects from the TSP named S30, S26, S23, S22, and S24.

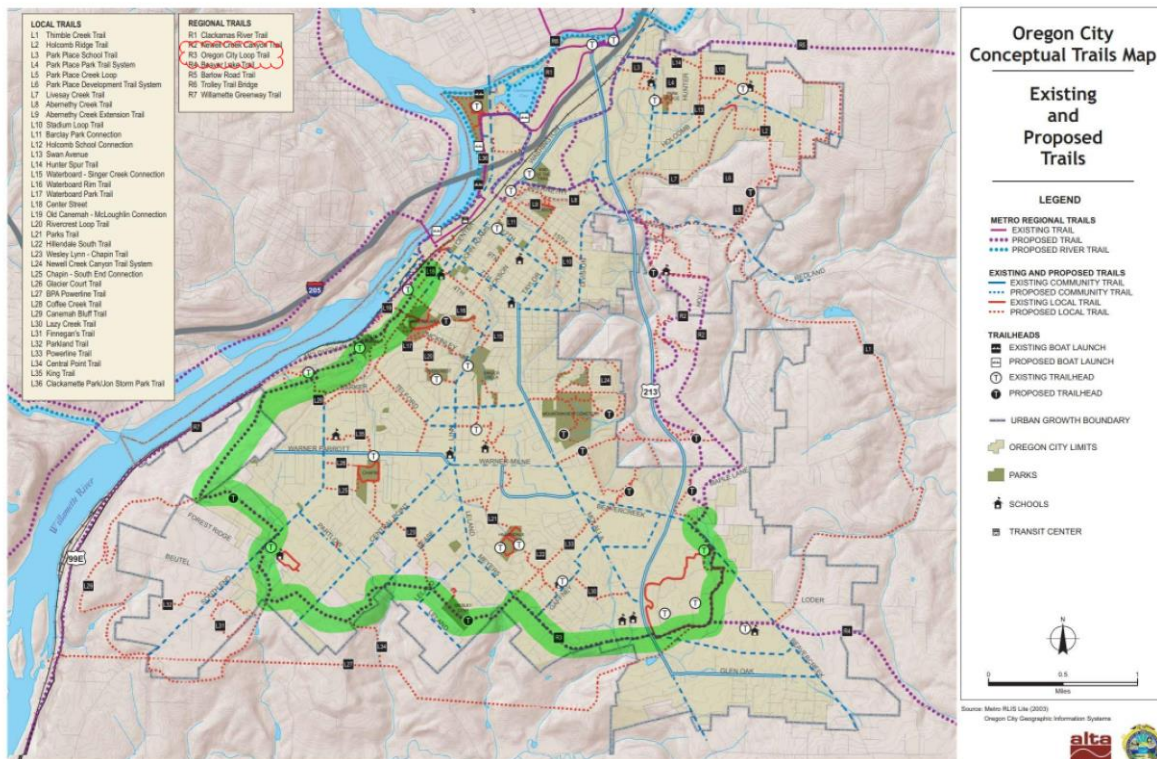
The purpose of this plan is to provide conceptual design that determines specifically where each of these shared-use paths shall be constructed and to what width. Some may occur alongside roadways, others will be separated from roadways, and others may be located somewhere along or under overhead power lines.

This plan will provide the City with a way to be more competitive in securing grants which are becoming more readily available as multi-modal funding has increased statewide. This will allow the City to be more successful in getting grants to design and construct these portions of the Oregon City Loop Trail connecting the City with more walking and biking options.

BACKGROUND:

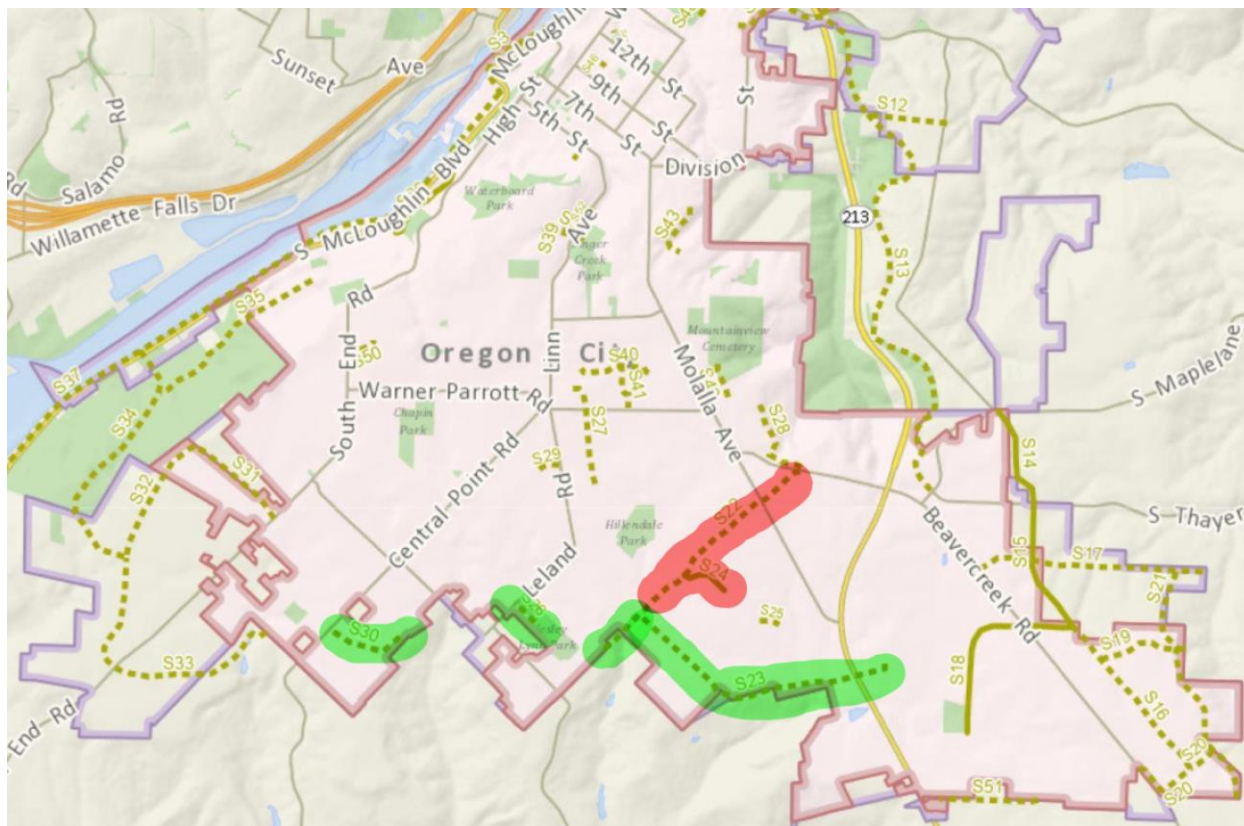
The Oregon City Loop Trail is a proposed regional trail and shared-use path which is referenced in the Trails Master Plan (TMP) and the Transportation System Plan (TSP). Many of the segments already exist on public roads. Others exist outside the City Limits or even the Urban Growth Boundary.

The TMP identifies the Oregon City Loop Trail (R3) as a Regional Trail, which would create a loop around Oregon City, utilizing the east side of Newell Creek Canyon, and linking to the Beaver Lake Trail. Part of the trail utilizes an old Willamette Valley Southern Railway line that carried passengers and wood products through Newell Creek Canyon to Molalla and Mount Angel from 1915 to 1938. The plan also acknowledges that southern portions of the Oregon City Loop Trail take on a different character as it travels around Oregon City through parks, future subdivisions, and on local roadways. The portion of the Oregon City Loop Trail proposed for detailed planning is shown highlighted in the TMP excerpt below:



The TMP identified the Oregon City Loop Trail as a Tier 1 Priority Trail when the plan was adopted in 2004. The TMP also notes that the Oregon City Loop Trail will be difficult to implement and states that the trail should undergo master planning processes in order to identify the feasibility, cost, and funding availability of the trail.

The TSP includes the following smaller projects that are part of the larger Oregon City Loop Trail. Orchard Grove-Hazelnut Shared Use Path (S30), Leland Road-Wesley Lynn Park Shared Use Path (S26), Meyers Road Shared Use Path (S23), Meyers-Beavercreek Shared Use Path (S22), and Gaffney Lane Elementary School Shared Use Path (S24) shown below:



The green highlighted trails are the direct portions of the Oregon City Loop Trail, and the red highlighted trails are ancillary shared use paths which contribute to the trail which would be beneficial to be planned for within this study. Note that Leland Road-Wesley Lynn Park Shared Use Path (S26), has already been constructed as part of the Parker Knoll Subdivision.

The purpose of this plan would be to refine the alignment and provide conceptual design that determines where specifically each of these shared use paths shall be constructed and to what width. Some of the segments may occur alongside roadways, others will be separated from roadways, and others may be located somewhere along or under overhead power lines.

The Oregon City Loop Trail connects to the McLoughlin-Canemah Trail which was planned a few years ago. The recent Meyers Road extension project built a portion of trail to connect to the Clackamas Community College trail system which brings the trail over to Beaver Creek Road where an extension or realignment of Loder Road (High School Lane) is also in the planning phases.

This planning effort will incorporate several stakeholders including the school district, Metro, Oregon Department of Transportation, adjacent homeowner's associations, and neighborhood associations. Feedback from stakeholders will be used to refine the alignments and provide features that will make these shared use paths most desirable for optimal use.

This plan will provide the City an opportunity to be more competitive in active transportation grants which are becoming more readily available as multi-modal funding has increased. This work will better prepare the City to be able to be more competitive when applying for grants to design and construct portions of the Oregon City Loop Trail, by connecting the City with more walking and biking options.

The attached scope of work (Exhibit A) outlines the detail by which the project will move forward through the document review, data collection, stakeholder feedback, alignment refinement, detailed conceptual cross sections, and preliminary cost estimates. This will culminate in a final document to be adopted by City Commission.

The project anticipates starting in May 2022 and continuing through May 2023. This work was funded in the amount of \$100,000 in the current adopted budget.

Fehr & Peers is a consultant on the City's Transportation Planning shortlist to provide transportation planning documents and analysis.

OPTIONS:

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

BUDGET IMPACT:

Amount: \$99,800
 FY(s): FY 22/23
 Funding Source(s): Transportation SDC

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

OREGON CITY LOOP TRAIL PLAN (PS 22-002)

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **FEHR & PEERS** ("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 **May 31, 2023**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. Compensation. City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **ninety-nine thousand eight hundred dollars and no cents (\$99,800.00)**.

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:

FEHR & PEERS
921 SW Washington St #700
Portland, OR 97205
Attention: Anjum Bawa

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

FEHR & PEERS

By: _____

John M. Lewis, P.E.

Title: Public Works Director

DATED: _____, 20____.

By: _____

Name: _____

Title: _____

DATED: _____, 20____.

By: _____

Anthony J. Konkol III

Title: City Manager

DATED: _____, 20____.

ORIGINAL CITY COMMISSION APPROVAL (IF
 APPLICABLE):

DATE: _____

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____

City Attorney

P:\PublicWorks\CIP_PS_RFQ_RFP\PS_Open\PS 22-002 Oregon City Loop Trail Plan - Fehr and Peers\COMMISSION REPORTS

Oregon City Loop Trail

Scope of Work

The Oregon City Loop Trail, identified in the City's Trails Master Plan, would create a loop around Oregon City providing travelers with both off-street connections and connections along local roadways. The City has also identified ancillary shared use paths that would connect people walking and biking to the Loop Trail as part of the Transportation System Plan (TSP). This project presents an opportunity to further define two path segments of the Loop Trail and two ancillary paths. While the general route for these connections is known, this project will refine the shared use path alignment along existing roadways, through planned subdivisions and along property lines, and identify the appropriate cross-section for each of the segments to meet the needs of anticipated users. This project will result in a planning document that will provide guidance for Development Review Staff to condition new development to design and construct portions of the path, position the City to add projects to the Capital Improvement Program (CIP) that would design and construct portions of the path, and most importantly, position the City to secure grant funding to support design and construction.

Task 1: Project Management & Coordination

The objective of this task is to ensure effective and efficient communication between the Consultant and the City project team to anticipate and resolve problems and ensure project deliverables meet the City's expectations. The Consultant Project Manager will be responsible for proactively managing the tasks and providing all services and work needed to complete the project. The Consultant Project Manager will proactively communicate any potential schedule impacts due to outstanding data needs or decisions made by City Staff.

1.1 Kick Off Meeting

Fehr & Peers will facilitate 1.5-hour virtual project Kick Off meeting to review project scope, schedule, budget, and deliverables to ensure expectations are clear. That meeting will cover project communication protocols, including whom to inform of a specific issue and whom to contact for assistance.

Deliverables:

- Meeting agenda
- Meeting summary

1.2 Monthly Check-In Calls and Invoicing

The Consultant Project Manager will schedule and attend 30-minute monthly check-in calls with the City's Project Manager. Other members of the project team will attend check-in calls as needed to provide updates on technical tasks and discuss upcoming tasks. The Consultant Project Manager will also provide monthly invoices and progress reports documenting the status of both scope progress and budget expenditure.

Deliverables:

- Monthly Check-In Calls
- Monthly invoices showing the previous month's billing by hours and tasks, and a project status report by task

Task 2: Identify Opportunities & Constraints

Through past planning efforts the City has identified transportation deficiencies and where new connections are needed to provide an equitable and connected transportation system for all users. This task will leverage these efforts and engage key stakeholders to identify opportunities and constraints that must be addressed to achieve the City's goals while maintaining consistency with prior plans.

2.1 Document Review & Data Collection

Fehr & Peers will begin with a review of relevant planning documents identified by the City. A full list of documents will be defined at the Kick Off meeting but is expected to include the following documents:

- Oregon City Trails Master Plan
- Oregon City Transportation System Plan
- Holcomb Boulevard Pedestrian Enhancement Concept Plan
- McLoughlin-Canemah Trail Plan
- Linn-Leland-Meyers Corridor Plan
- South End Concept Plan
- Metro Trails Prioritization Tool

We will also make a request for available technical data that could assist the study. These data include (but are not limited to):

- Parcel data
- Land ownership information
- City's GIS layers relevant to land use, transportation, utilities, environmental constraints
- Aerial photography

Following the review of all relevant documents and compilation of technical data, Fehr & Peers will prepare a technical memorandum summarizing the findings. This memorandum will serve as a baseline for this study and document any considerations, including connections to other planned trails, that should be considered as the concept for the Loop Trail is refined.

As part of this task, Fehr & Peers will also work with the City to further define the portion of the Oregon City Loop Trail from Downtown to Clackamas County Community college. The outcome of this effort will be a map that clearly identifies where the trail will need to be located on private properties and where the trail can be located on public rights of way.

Deliverables:

- Draft and Final Technical Memorandum Summarizing Opportunities & Constraints
- Map of trail location from Downtown to Clackamas County Community College

Task 2.2: Site Visits

Early in the project, Fehr & Peers will visit each of the sites with the City's Project Manager to gain a better understanding of conditions on the ground, including observing traffic patterns that may need to be considered for the segments on or adjacent to local roadways, and additional work that may be needed to design and construct the shared use path.

As we begin to refine concepts for each of the segments, Fehr & Peers will also participate in a site visit with representatives from each of the affected neighborhood associations and the City's Project Manager. It is assumed that City Staff will coordinate with neighborhood associations and other interested stakeholders, such as Parks Staff or Parks Board Members, to identify representatives and schedule site visits.

Deliverables:

- Two site visits by Fehr & Peers staff members
- Summary of observations from site visit with City Staff to be included in Technical Memorandum under Task 2.1, summary of site visits with Stakeholders to be included in Technical Memorandum under Task 2.3

Task 2.3: Stakeholder Interviews

To better understand opportunities and constraints along the segments being refined, the likelihood of construction of the Loop Trail through the Canemah Bluff property, and what is needed to position the City to secure grant funding from Metro and ODOT, Fehr & Peers will complete stakeholder interviews with up to eight key stakeholders. This will provide an important opportunity to hear from stakeholders about their needs, concerns, and plans that should be considered as part of this effort. Stakeholders are

expected to include property owners and agencies relevant to the project sites, while a full list will be developed during the Kick Off meeting, at a minimum the list is expected to include:

- Clackamas County
- Clackamas County School District
- Oregon Department of Transportation
- Settler's Point Homeowner's Association
- Metro

Deliverables:

- Up to eight stakeholder interviews
- Draft and Final Technical Memorandum to document stakeholder interviews and site visit completed under Task 2.1

Task 3: Develop Planned Shared Use Paths

This task will refine the proposed alignment for the four shared use path segments and identify the appropriate cross section based on the surrounding context to meet the needs of anticipated users resulting in concept level plans and cost estimates for each of the four segments. The four segments that will be developed as part of this task are:

- S22 – Meyers-Beaver Creek Shared Use Path
- S23 – Meyers Road Shared Use Path
- S24 – Gaffney Lane Elementary Shared Use Path
- S30 – Orchard Grove-Hazelnut Shared Use Path

Task 3.1: Refine Shared Use Path Alignment

Leveraging past planning efforts and work completed under Task 2, Fehr & Peers will identify the appropriate alignment for the four shared use paths along existing roadways and through specific parcels. Key considerations in defining the shared use path alignment will include:

- Available Right-of-Way (ROW)
- Geologic hazards
- Potential conflicts with or impacts to natural resources
- Future development plans
- Ability to provide a high-comfort route

Fehr & Peers will develop a set of draft maps showing proposed alignments. In addition to the proposed alignments, these maps will identify ROW that will need to be purchased. These maps will be provided to the City for review and feedback.

It is assumed that ROW, parcel information, and Overlays for Natural Resources and Geologic Hazards will be provided by the City in either GIS or CAD format to support this task.

Deliverables:

- Draft project maps of trail alignment
- Final project maps incorporating City feedback

Task 3.2: Develop Cross-Sections

The City's Trails Master Plan provides cross-section recommendations for a variety of trails and will serve as a starting point for this task. For the Gaffney Lane Elementary Shared Use Path and Meyers-Beaver Creek Shared Use Path, which are anticipated to be off-street, the appropriate cross-section will be based on available ROW and the needs of future users. For the Meyers Road Shared Use Path and Orchard Grove-Hazelnut Shared Use Path an additional consideration, Level of Traffic Stress (LTS) will be considered.

Fehr & Peers will complete an LTS analysis to understand the amount of discomfort people may feel when biking close to traffic for segments that will be located on roadways. This analysis will consider:

- Traffic speed
- Traffic volume
- Number of lanes
- Intersection crossings

This analysis will inform the type of facilities, including how much separation from traffic is needed to provide a comfortable experience for people biking. Using this information and the available ROW determined as part of Task 3.1, a cross-section for each segment will be developed. This information will be provided to the City for review and feedback prior to incorporation in final concepts.

Deliverables:

- Draft and final cross-sections for each of the Shared Use Paths

Task 3.3: Technical Workshop

Fehr & Peers will present the work completed during Task 3.1 and 3.2 to City Staff to gather feedback on final path locations and cross-sections prior to developing concepts and cost estimates. Fehr & Peers will

provide materials to be shared in advance and will have at least two staff members attend to present and discuss recommendations.

Deliverables:

- Materials and facilitation for Technical Workshop

Task 3.4: Develop Concepts & Cost Estimates

This task will leverage the work in Task 3.1 and 3.2 and feedback gathered during the Technical Workshop to create a plan view concept for each of the four Shared Use Paths which will be used to develop cost estimates. In addition to mapping the shared use alignment, these concepts will:

- Clearly define the proposed cross-section along the Shared Use Path.
- Identify key crossings and improvements that may be needed to accommodate the Shared Use Path.
- Identify constraints that will be need to be considered during the design phase.
- Identify ROW that will need to be purchased.

These plans will rely on available information, compiled as part of Task 2. These plans will not address possible conflicts outside our area of expertise and further design will be necessary prior to implementation.

Developing realistic cost-estimates is a key step in positioning the City to identify funds to design and construct these segments of the Loop Trail. To begin the cost-estimating process, using information gathered during the site visits in Task 2 and work completed under Task 3.1 and 3.2, Fehr & Peers will prepare a list of assumptions for the cost-estimates to reviewed by the City.

Following feedback on assumptions, Fehr & Peers will prepare four cost-estimates that will include estimates for assumed quantities and unit costs for earthwork, concrete, asphalt, ROW, and other project features that may be identified during the planning process.

Deliverables:

- Draft and final plan view concepts for four Shared Use Paths
- List of assumptions for cost-estimates
- Draft and final cost-estimates
- Draft and Final Technical memorandum documenting assumptions and final cost-estimates

Task 4: Final Recommendations & Documentation

This task will leverage work completed in Tasks 2 and 3 to develop a succinct plan that the City can use to secure grant funding to move these four segments to design and ultimately to construction.

Task 4.1: Final Report Development

Fehr & Peers will prepare a final report that compiles the recommendations developed during Task 3 and defines a path to implementation based on what is needed to secure funding from Metro and ODOT. This will include a set of project fact sheets that include the plan view concepts, cross-sections, additional considerations, and cost information for each of the four Shared Use Paths. See **Attachment A** for an example of a project fact sheet. This task will also identify potential funding sources, including grants that may be used to design and construct the Shared Use Paths.

The final report will be provided to the City for review and feedback.

Deliverables:

- Draft and final report

The fee and schedule based on the scope described above are presented on the following pages.

Proposed Fee

Tasks											Total Hours	Total Costs
	Kendra Breiland	Kara Hall	Chris Grgich	Sarah Peters	Camilo Alvarez Tuta	Graphics	Admin	Labor Hours	Direct Costs	Total		
	\$290	\$170	\$215	\$170	\$130	\$155	\$120					
Task 1 - Project Management & Coordination												
1.1 Kick Off Meeting	2	4			6		2	14	\$160	\$2,440	14	\$2,440
1.2 Monthly Coordination and Invoicing	2	16					14	32	\$350	\$5,330	32	\$5,330
Task 2 - Identify Opportunities & Constraints												
2.1 Document Review	4	8		4	20	8	6	50	\$540	\$8,300	50	\$8,300
2.2 Site Visits	2	16	8		20		6	52	\$580	\$8,920	52	\$8,920
2.2 Stakeholder Interviews	1	8		2	16		3	30	\$310	\$4,740	30	\$4,740
Task 3 - Develop Planned Shared Use Paths												
3.1 Refine Shared Use Path Alignment	2	16	8	2	40	8	10	86	\$910	\$13,910	86	\$13,910
3.2 Develop Cross-Sections	2	8	2	8	24	8	7	59	\$630	\$9,560	59	\$9,560
3.3 Technical Workshop	2	4		4	8		2	20	\$230	\$3,450	20	\$3,450
3.4 Concepts & Cost Estimates	4	16	14	2	80	24	18	158	\$1,650	\$25,160	158	\$25,160
Task 4 - Final Recommendations & Documentation												
4.1 Final Report Development	8	32	2	2	24	24	12	104	\$1,180	\$17,990	104	\$17,990
Total for all Tasks	29	128	34	24	238	72	80	605	\$6,540	\$99,800	605	99,800

Notes:

This fee proposal is valid for a period of 90 days from the proposal submittal date.

Actual billing rate at the time of service may vary depending on the final staffing plan at the time the project starts; the overall fee will not be exceeded.

Mileage is billed at the IRS rate plus 10% handling fee

Other direct costs include computer, communications, and reproduction charges are billed as a percentage of labor

Rates and staff are subject to change at any time, without notice, and within the total budget shown

Weeks from NTP		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52
Task/Deliverable:																																																					
1. Project Management & Coordination		Task 1																																																			
1.1 Kick Off Meeting																																																					
1.2 Monthly Check-In Calls and Invoicing																																																					
2. Identify Opportunities & Constraints		Task 2																																																			
2.1 Document Review & Data Collection																																																					
2.2 Site Visits																																																					
2.3 Stakeholder Interviews																																																					
3. Develop Planned Shared Use Paths		Task 3																																																			
3.1 Refine Shared Use Path Alignment																																																					
3.2 Develop Cross-Sections																																																					
3.3 Technical Workshop																																																					
3.4 Concepts & Cost Estimates																																																					
4. Final Recommendations & Documentation		Task 5																																																			
4.1 Final Report Development																																																					

Project 6: Lake Boren Greenway

Project Description

This project provides streetscape improvements along 129th Avenue SE to emphasize the street's crucial role in connecting Downtown to Lake Boren as part of the City's trail system. Since the City is already in the process of filling the gaps in sidewalks and street lights on 129th Avenue SE from Newcastle Way to just north of SE 76th Place, this project would include the following aspects:

- Improvement to the signal at 129th Avenue SE and Newcastle Way to provide more protection for pedestrians crossing Newcastle Way
- Sharrows to signal the presence of bikes, wayfinding signage, and celebratory banners on the street lights to enhance the corridor's character (corridor-wide)
- 5 to 6-foot gravel pathway on the west side of the street and pedestrian-scale lighting (south of SE 76th Place)

The treatments would create a greenway that offers complete pedestrian and bicycle facilities between Newcastle Way and Lake Boren, as well as lighting and wayfinding to promote this connection. The project offers a neighborhood feel north of SE 76th Place and a more rural character south of SE 76th Place. **Figure G** shows what this project could look like. The total estimated cost of this project is \$394,000.

Project Benefits

- Signal enhancements at 129th Avenue SE and Newcastle Way will improve pedestrian safety, as conflicts between north-south pedestrian crossings and left-turning vehicles were noted by the public.
- Complete sidewalks, wayfinding, and banners will make the trail connection between Lake Boren and Downtown more obvious and enjoyable.
- Corridor enhancements will encourage active transportation and recreation.
- The project will help create a stronger sense of place and community identity.

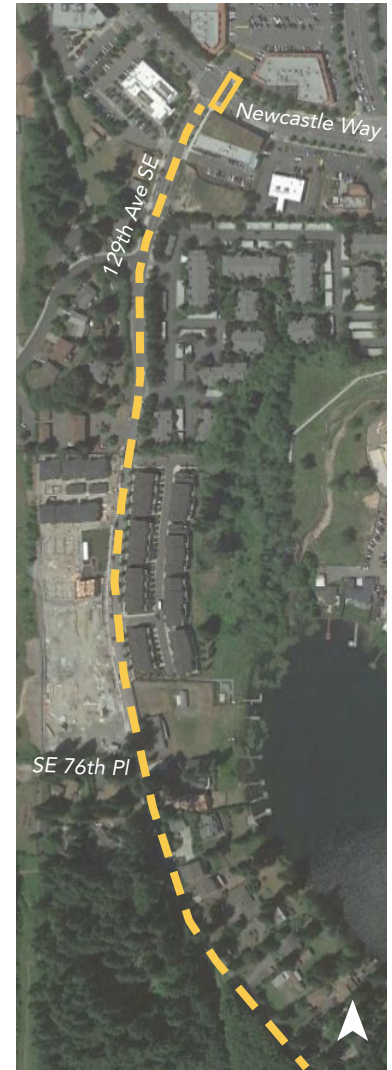


Figure G: Improvements along 129th Avenue SE



Before



After

Timeline for Implementation



Potential Funding Mechanisms

- WSDOT Pedestrian and Bicycle Safety Program – see page 15 for description
- Washington Urban Arterial Program and Urban Sidewalk Program – see page 15 for description
- Surface Transportation Block Grant (STBG) – see page 15 for description
- Transportation Alternatives (formerly TAP under MAP-21) – see page 15 for description
- Potential Ballot Measure – see page 19 for description.
- Potential Project Consolidation
This project could potentially be combined with Lake Boren Park improvements stemming from the Lake Boren Park Master Plan.

Parties Involved and Interagency Coordination Needs

- Potentially land owners south of SE 76th Place if additional right-of-way is required

Potential Challenges to Implementation

- Right-of-way acquisition south of SE 76th Place (if required)

Cost Estimate

PROJECT PHASE	COST ESTIMATE
Planning & Engineering/Design	\$51,000
Construction	\$343,000
TOTAL	\$394,000

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7c.

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) Consultant shall submit invoices to City monthly. 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.

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

Item 7c.

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 provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

6. Payment of Laborers; Payment of Taxes.

(a) Consultant shall:

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

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

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

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

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

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

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

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

7. Subconsultants and Assignment.

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

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

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

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

Item 7c.

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. ~~In providing services under this Agreement, 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.~~ exercise the standard of professional skill and care ordinarily provided by professionals with similar credentials, experience and expertise and practicing under the same or similar circumstances.

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

13. Indemnity and Insurance.

(a) Indemnity. Consultant acknowledges responsibility for liability arising out of Consultant's negligent performance of this Agreement and shall hold City, its officers, agents, Consultants, and employees harmless from, and indemnify them for, but not defend any and all liability, settlements, loss, costs, and expenses, including reasonable attorney fees, in connection with any action, suit, or claim to the extent caused ~~or alleged to be caused~~ by the negligent acts, omissions, activities or services by Consultant, or the agents, Consultants or employees of Consultant provided pursuant to this Agreement.

(b) Workers' Compensation Coverage.

Consultant certifies that Consultant has qualified for workers' compensation as required by the State of Oregon. Consultant shall provide the Owner, within ten (10) days after execution of this Agreement, a certificate of insurance evidencing coverage of all subject workers under Oregon's workers' compensation statutes. The insurance certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to City. All agents or Consultants of Consultant shall maintain such insurance.

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

(d) Errors and Omissions Insurance Consultant shall provide City with evidence of professional errors and omissions liability insurance for the protection of Consultant and its employees, insuring against bodily injury and property damage arising out of Consultant's negligent acts, omissions, activities or services in an amount not less than \$500,000 ~~combined, single limit per claim~~. 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 but only for that which Consultant would have been liable in the absence of this Agreement.

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

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

Item 7c.

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.

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

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

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

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

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

19. Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays and legal holidays in the State of Oregon, except

that, if the last day of any period falls on any Saturday, Sunday or legal holiday, the period shall be extended to include the next day that is not a Saturday, Sunday or legal holiday.

20. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, postage prepaid, or personally delivered to the addresses listed in the Agreement attached hereto. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

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

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

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

24. Arbitration.

All disputes arising out of or under this Agreement shall be timely submitted to nonbinding mediation prior to commencement of any other legal proceedings. The subsequent measures apply if

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

Item 7c.

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

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

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

(c) Each party shall each be entitled to present evidence and argument to the arbitrators. The determination of the majority of the arbitrators or the sole arbitrator, as the case may be, shall be conclusive on the parties, and judgment

on the same may be entered in any court having jurisdiction over the parties. The arbitrators or the sole arbitrator, as the case may be, shall give written notice to the parties, stating the arbitration determination, and shall furnish to each party a signed copy of such determination. Arbitration proceedings shall be conducted pursuant to ORS 33.210 et seq. and the rules of the American Arbitration Association, except as provided otherwise.

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

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



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Chief of Police Chief Band

Agenda Date: 04/06/2022

SUBJECT:

OLCC: Liquor License Application – Off-Premises, Quick Stop Market, 13987 Holcomb Blvd., Oregon City

STAFF RECOMMENDATION:

Staff recommends the City Commission approve the OLCC Application for Quick Stop Market, 13987 Holcomb Blvd., Oregon City

EXECUTIVE SUMMARY:

The attached application is for an OLCC Off-Premises license for Quick Stop Market.

BACKGROUND:

The Oregon City Police Department ran a background check on Umesh Adhikari, and he is eligible to hold a liquor license. All applicants must obtain an Oregon City business license before submitting their application for an OLCC liquor license. The Oregon City business license application process includes routing of the application for review through various City departments.

OPTIONS:

1. Approve the OLCC Application for Quick Stop Market – Oregon City
2. Deny the OLCC Application for Quick Stop Market – Oregon City



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

PRINT FORM

Kime

RESET FORM

Item 7d.

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
☐ Brewery 1 st Location	Date application received and/or date stamp:
Brewery Additional location (2 nd) ☐ (3 rd) ☐	Name of City or County:
☐ Brewery-Public House (BPH) 1 st location	Recommends this license be:
BPH Additional location (2 nd) ☐ (3 rd) ☐	☐ Granted ☐ Denied
☐ Distillery	By: _____
☐ Full On-Premises, Commercial	Date: _____
☐ Full On-Premises, Caterer	
☐ Full On-Premises, Passenger Carrier	
☐ Full On-Premises, Other Public Location	
☐ Full On-Premises, For Profit Private Club	
☐ Full On-Premises, Nonprofit Private Club	
☐ Grower Sales Privilege (GSP) 1 st location	
GSP Additional location (2 nd) ☐ (3 rd) ☐	OLCC USE ONLY
☐ Limited On-Premises	Date application received: <u>2/24/22</u>
☒ Off-Premises	Date application accepted: <u>2/24/22</u>
☐ Warehouse	
☐ Wholesale Malt Beverage & Wine	
☐ Winery 1 st Location	License Action(s):
Winery Additional location (2 nd) ☐ (3 rd) ☐	C/O
(4 th) ☐ (5 th) ☐	

2. Identify the applicant(s) applying for the license(s). **ENTITY** (example: corporation or LLC) or **INDIVIDUAL(S)**¹ applying for the license(s):

~~Umesh CM Adhikari~~
App #1: NAME OF ENTITY OR INDIVIDUAL APPLICANT

Yuvan Inc.
App #2: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #3: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #4: NAME OF ENTITY OR INDIVIDUAL APPLICANT

3. Trade Name of the Business (Name Customers Will See)		
<u>Quick Stop Market</u>		
4. Business Address (Number and Street Address of the Location that will have the liquor license)		
<u>13987 Holcomb Blvd</u>		
City	County	Zip Code
<u>Oregon City</u>	<u>Clackamas</u>	<u>97045</u>

¹ Read the instructions on page 1 carefully. If an entity is applying for the license, list the name of the entity as an applicant. If an individual is applying as a sole proprietor (no entity), list the individual as an applicant.



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

5. Trade Name of the Business (Name Customers Will See) Quick Stop Market			
6. Does the business address currently have an OLCC liquor license? ☒ YES ☐ NO			
7. Does the business address currently have an OLCC marijuana license? ☐ YES ☒ NO			
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your license certificate, renewal application and other mailings as described in <u>OAR 845-004-0065[1]</u> .) 13987 Holcomb Blvd			
City Oregon City	State OR	Zip Code 97045	
9. Phone Number of the Business Location 503-656-0157		10. Email Contact for this Application and for the Business umeshadh22@gmail.com	
11. Contact Person for this Application Umesh CM Adhikari		Phone Number 757-816-5054	
Contact Person's Mailing Address (if different) 3185 River Rd N	City Salem	State OR	Zip Code 97303

Please note that liquor license applications are public records. A copy of the application will be posted on the OLCC website for a period of several weeks.

ATTESTATION: **READ CAREFULLY AND MAKE SURE YOU UNDERSTAND BEFORE SIGNING THIS FORM**

I understand that marijuana is **prohibited** on the licensed premises. This includes marijuana use, consumption, ingestion, inhalation, samples, give-away, sale, etc. I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application are true and complete.

I affirm that I have read OAR 845-005-0311 and all individuals (sole proprietors) or entities with an ownership interest (other than waivable ownership interest per OAR 845-005-0311[6]) are listed as license applicants in #2 above. I understand that failure to list an individual or entity who has an unwaivable ownership interest in the business may result in denial of my license or the OLCC taking action against my license in the event that an undisclosed ownership interest is discovered after license issuance.

Applicant(s) Signature

- Each individual (sole proprietor) listed as an applicant must sign the application below.
- If an applicant is an entity, such as a corporation or LLC, at least one **INDIVIDUAL who is authorized to sign for the entity** must sign the application.
- An individual with the authority to sign on behalf of the applicant (such as the applicant's attorney or an individual with power of attorney) may sign the application. If an individual other than an applicant signs the application, please provide written proof of signature authority. Attorneys signing on behalf of applicants may list the state of bar licensure and bar number in lieu of written proof of authority from an applicant. **Applicants are still responsible for all information on this form.**

Umesh CM Adhikari 
App #1: (PRINT NAME) App #1: (SIGNATURE)

02/23/2022
App #1: Signature Date

Atty. Bar Information (if applicable)

App. #2: (PRINT NAME)

App #2: (SIGNATURE)

App #2: Signature Date

Atty. Bar Information (if applicable)

App. #3: (PRINT NAME)

App #3: (SIGNATURE)

App #3: Signature Date

Atty. Bar Information (if applicable)

App. #4: (PRINT NAME)

App #4: (SIGNATURE)

App #4: Signature Date

Atty. Bar Information (if applicable)



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Chief of Police Chief Band

Agenda Date: 04/06/2022

SUBJECT:

OLCC: Liquor License Application – Full On-Premises, Commercial, Canard OC LLC, 1500 Washington Street, Oregon City

STAFF RECOMMENDATION:

Staff recommends the City Commission approve the OLCC Application for Canard OC LLC, 1500 Washington Street, Oregon City

EXECUTIVE SUMMARY:

The attached application is for an OLCC Full On-Premises, Commercial license for Canard OC LLC.

BACKGROUND:

The Oregon City Police Department ran a background checks on Taylor Daugherty, Gabriel Rucker, Andrew Fortgang, and Anthony Fumary, and they are eligible to hold a liquor license. All applicants must obtain an Oregon City business license before submitting their application for an OLCC liquor license. The Oregon City business license application process includes routing of the application for review through various City departments.

OPTIONS:

1. Approve the OLCC Application for Canard OC LLC – Oregon City
2. Deny the OLCC Application for Canard OC LLC – Oregon City



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

HILDEBRAND

PRINT FORM

RESET FORM

Item 7e.

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
☐ Brewery 1 st Location	Date application received and/or date stamp:
Brewery Additional location (2 nd) ☐ (3 rd) ☐	Name of City or County:
☐ Brewery-Public House (BPH) 1 st location	Recommends this license be:
BPH Additional location (2 nd) ☐ (3 rd) ☐	☐ Granted ☐ Denied
☐ Distillery	By: _____
☒ Full On-Premises, Commercial	Date: _____
☐ Full On-Premises, Caterer	
☐ Full On-Premises, Passenger Carrier	
☐ Full On-Premises, Other Public Location	
☐ Full On-Premises, For Profit Private Club	
☐ Full On-Premises, Nonprofit Private Club	
☐ Grower Sales Privilege (GSP) 1 st location	
GSP Additional location (2 nd) ☐ (3 rd) ☐	OLCC USE ONLY
☐ Limited On-Premises	Date application received: 3-1-22
☐ Off-Premises	Date application accepted: 3-1-22
☐ Warehouse	
☐ Wholesale Malt Beverage & Wine	
☐ Winery 1 st Location	License Action(s):
Winery Additional location (2 nd) ☐ (3 rd) ☐	N/O
(4 th) ☐ (5 th) ☐	

2. Identify the applicant(s) applying for the license(s). **ENTITY (example: corporation or LLC) or INDIVIDUAL(S)**¹ applying for the license(s):

Canard OO LLC

App #1: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #2: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #3: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #4: NAME OF ENTITY OR INDIVIDUAL APPLICANT

3. Trade Name of the Business (Name Customers Will See)		
Canard		
4. Business Address (Number and Street Address of the Location that will have the liquor license)		
1500 Washington St		
City	County	Zip Code
Oregon City	Clackamas	97045

¹ Read the instructions on page 1 carefully. If an entity is applying for the license, list the name of the entity as an applicant. If an individual is applying as a sole proprietor (no entity), list the individual as an applicant.

**LIQUOR LICENSE APPLICATION**

5. Trade Name of the Business (Name Customers Will See) Canard			
6. Does the business address currently have an OLCC liquor license? ☐ YES ☒ NO			
7. Does the business address currently have an OLCC marijuana license? ☐ YES ☒ NO			
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your license certificate, renewal application and other mailings as described in <u>OAR 845-004-0065[1].</u>) 734 East Burnside St			
City Portland		State Oregon	Zip Code 97214
9. Phone Number of the Business Location 941-737-6425		10. Email Contact for this Application and for the Business Taylor@canardpdx.com	
11. Contact Person for this Application Taylor Daugherty		Phone Number 941-737-6425	
Contact Person's Mailing Address (if different) 3042 NE Oregon St	City Portland	State Oregon	Zip Code 97232

Please note that liquor license applications are public records. A copy of the application will be posted on the OLCC website for a period of several weeks.

ATTESTATION: **READ CAREFULLY AND MAKE SURE YOU UNDERSTAND BEFORE SIGNING THIS FORM**

I understand that marijuana is prohibited on the licensed premises. This includes marijuana use, consumption, ingestion, inhalation, samples, give-away, sale, etc. I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application are true and complete.

I affirm that I have read OAR 845-005-0311 and all individuals (sole proprietors) or entities with an ownership interest (other than waivable ownership interest per OAR 845-005-0311[6]) are listed as license applicants in #2 above. I understand that failure to list an individual or entity who has an unwaivable ownership interest in the business may result in denial of my license or the OLCC taking action against my license in the event that an undisclosed ownership interest is discovered after license issuance.

Applicant(s) Signature

- Each individual (sole proprietor) listed as an applicant must sign the application below.
- If an applicant is an entity, such as a corporation or LLC, at least one **INDIVIDUAL who is authorized to sign for the entity** must sign the application.
- An individual with the authority to sign on behalf of the applicant (such as the applicant's attorney or an individual with power of attorney) may sign the application. If an individual other than an applicant signs the application, please provide written proof of signature authority. Attorneys signing on behalf of applicants may list the state of bar licensure and bar number in lieu of written proof of authority from an applicant. **Applicants are still responsible for all information on this form.**

Taylor Daugherty

App. #1: (PRINT NAME)	App #1: (SIGNATURE)	App #1: Signature Date	Atty. Bar Information (if applicable)
App. #2: (PRINT NAME)	App #2: (SIGNATURE)	App #2: Signature Date	Atty. Bar Information (if applicable)
App. #3: (PRINT NAME)	App #3: (SIGNATURE)	App #3: Signature Date	Atty. Bar Information (if applicable)
App. #4: (PRINT NAME)	App #4: (SIGNATURE)	App #4: Signature Date	Atty. Bar Information (if applicable)



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING - REVISED

DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, January 05, 2022 at 6:15 PM

6:15 PM – URBAN RENEWAL COMMISSION INTERVIEWS

The City Commission interviewed Doug Neeley for appointment to the Urban Renewal Commission from 6:17 PM until 6:23 PM. Present were Mayor Rachel Lyles Smith, Commissioner Rocky Smith Jr., Commissioner Denyse McGriff, Commissioner Frank O'Donnell, and Commissioner Adam Marl.

7:00 PM - REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

Mayor Lyles Smith convened the meeting at 7:00 PM.

PRESENT: 5 - Mayor Rachel Lyles Smith, Commissioner Adam Marl, Commissioner Denyse McGriff, Commissioner Frank O'Donnell, and Commissioner Rocky Smith, Jr.

STAFFERS: 10 - City Manager Tony Konkol, Assistant City Recorder Jakob Wiley, Senior Planner Christina Robertson-Gardner, Parks & Rec. Director Kendall Reid, City Attorney Bill Kabeiseman, Assistant to the City Manager Lisa Oreskovich, Police Chief James Band, Finance Director Matt Zook, Library Director Greg Williams, and Economic Development Manager James Graham

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

3a. Mayoral Appointments to City Boards and Committees

Mayor Lyles Smith read the appointments.

3b. Oaths of Office for Newly Appointed Planning Commissioners and Historic Review Board Members

Mayor Lyles Smith administered the oath of office to Jessica Belknap, Historic Review Board member, and Bob LaSalle, Dirk Schlagenhauser, and Greg Stoll, Planning Commissioners.

3c. Election and Oath of Office for Commission President for 2022

Motion made by Commissioner O'Donnell, Seconded by Commissioner Smith, to nominate Commissioner McGriff as Commission President for 2022. The motion carried by the following vote:

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

Municipal Court Judge Lindgren administered the oath of office to Commissioner McGriff.

4. CITIZEN COMMENTS

None

5. PRESENTATIONS

None

6. ADOPTION OF THE AGENDA

The agenda was adopted as presented.

7. CONSENT AGENDA

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

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

- 7a. Resolution No. 22-01, Temporarily Exempting Construction Activities from the Prohibition Against Unlawful Noises for the OC Brewing Patio Development Project and Declaring an Emergency
- 7b. Amendment No. 1 to the Personal Services Agreement with Century West Engineering for the Sanitary Sewer I/I Rehabilitation – Rivercrest Basin Project (CI 20-010)
- 7c. Personal Services Agreement with Wallis Engineering for the Main Street Waterline Replacement: 10th to 15th (CI 21-007)
- 7d. Change Order No. 1 for the Sanitary Sewer I/I Rehabilitation – Rivercrest Basin Project: Phase 1 (CI 20-010)
- 7e. DELL Technologies Contract for Microsoft Software

8. PUBLIC HEARINGS

- 8a. Second Reading of Ordinance 21-1016, the Adoption of Park Place Urbanization Plan as an Amendment to the Transportation System Plan (LEG-21-00003)

Aquilla Hurd-Ravich, Interim Community Development Director, said the Park Place Urbanization Plan would be added as an ancillary document to the Transportation System Plan for pedestrian, bicycle, and vehicular access in the Park Place neighborhood. It added clarity for street design within the project area and sidewalk prioritization. Edits had been made to the document since the first reading.

Mayor Lyles Smith opened the public hearing.

There was no public testimony.

Mayor Lyles Smith closed the public hearing.

Motion made by Commissioner McGriff, Seconded by Commissioner Smith, to approve the second reading and final adoption of Ordinance 21-1016, adoption of the Park Place Urbanization Plan as an amendment to the Transportation System Plan (LEG-21-00003). The motion carried by the following vote:

Yea: Mayor Lyles Smith, Commissioner Marl, Commissioner McGriff, and Commissioner Smith

Abstain: Commissioner O'Donnell

9. GENERAL BUSINESS

9a. House Bill 2006 Shelter Siting Application Criteria Selection

Ms. Hurd-Ravich discussed the previous review of the criteria on November 3, 2021, HB 2006, draft application criteria, additional options for Commission review, enforcement, and legal considerations.

Tony Konkol, City Manager, said staff's goal was to get compliance through cooperation and communication. They minimally used the code section that addressed chronic nuisance properties and he was concerned about how it would be applied in this case. It was a tool of last resort.

Bill Kabeiseman, City Attorney, agreed that the code section was meant to deal with recalcitrant owners who were not working with the City.

James Band, Police Chief, explained how this code section had typically been used to address drug houses and not places like the hospital and Fred Meyer where many crimes were reported. They were working in partnership with Father's Heart to get people housed. The vast majority were not criminal issues, but mental health issues, and he did not think this code should apply in those circumstances.

Doug Neeley, resident of Oregon City, said Father's Heart had limited resources and in order to move, the City would have to help find a new location. He thought Father's Heart should be recognized as a shelter during emergency situations. He thought the Commission should change their decision to deny the Conditional Use.

Jay Pearce, resident of Oregon City, said there should be a strong emphasis on the public health and safety aspect, which he thought overstepped the capability and capacity of Father's Heart to manage. He thought nuisance and the conduct of the clients should be considered as criteria in the application.

Jessica Murray, resident of Oregon City, said this was a chronic nuisance in the neighborhood. If approved, it would be a shelter within 100 feet of multiple homes and some of the mental illness was severe and serious. She was concerned about safety.

Sharon Nicholson, resident of Oregon City, said this last year had been worse than years past in terms of incidents. The shelter did not belong in the middle of a neighborhood. It was a safety issue.

Teri Poppino, resident of Oregon City, supported including the chronic nuisance language and calls for service having to do with criminal behavior in the application criteria.

Chief Band clarified he thought the code was not the tool to get them where they wanted to go. They had been working on trying to find a different location for Father's Heart.

Mr. Kabeiseman reviewed how HB 2006 tied the hands of the City in the siting of shelters. It allowed for the establishment of shelters in perpetuity.

Commissioner Marl asked if they could defer the decision until the sunset of the house bill. Mr. Kabeiseman said there would be legal challenge to that.

Commissioner Marl said the Commission had approved the emergency use for Father's Heart many times, however the problem with the house bill was lack of accountability.

Commissioner O'Donnell said there were a number of vague terms in the house bill and it was poorly written. He was willing to risk legal challenge and thought data should be compiled of how many instances of crime originated at places like Father's Heart.

Commissioner McGriff asked about the definition of chronic. They were trying to balance the needs of residents and safety and the needs of the homeless. The good neighborhood agreement was in process.

Commissioner Smith said the state was not giving them a choice. He took staff's input seriously. He would like to know more about what they would be challenged with and how to apply the nuisance code.

Commissioner O'Donnell wanted to defer the decision. He would like to know if the bill was challengeable on the basis of clarity and properly defined terms. He also wanted the compiled information about criminal behavior.

Mayor Lyles Smith asked about the source documents required to show experience operating a shelter with 24 hour capacity. She thought the 24 hour contact number should be to someone who would answer at all times, not call back during 9-5 business hours. She thought they should explore the nuisance language. Code Enforcement took too long. She asked who would be deciding approval of these applications. She was also in favor of deferring the decision.

Commissioner McGriff agreed that they needed to get more specificity on the application and compiling information on police calls.

Ms. Hurd-Ravich said the Community Development Director would be making the decision on the approval.

Chief Band explained how the nuisance code was very broad and discussed what he looked at when managing risk.

Motion made by Commissioner O'Donnell, Seconded by Commissioner McGriff, to table this item and for staff to bring back the information requested by the Commission. The motion carried by the following vote:

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

The City Commission took a break from 8:55 PM to 9:02 PM.

9b. Resolution No. 22-02, Adopting the Oregon City Sidewalk Replacement Assistance Test Program

John Lewis, Public Works Director, said this item had been discussed in several Work Sessions. He explained the one year test program for sidewalk repairs that would provide \$600 per panel.

Commissioner O'Donnell thought the program was too complex. He thought it should be up to \$1,500 per site. The priority should be eliminating trip hazards.

Tom Geil, resident of Oregon City, discussed the previous Work Sessions, the cost of tree removal and replacement panels, and what the City should contribute. He suggested continuing the resolution to

consider a plan similar to what Commissioner O'Donnell stated, to address the tree removal and panels at the same time.

Ron Standish, resident of Oregon City, discussed the condition of the sidewalks in his neighborhood. It was a significant expense to replace trees and repair sidewalks. He thought the City should bear responsibility and he gave options the Commission could consider.

Jan Grady, resident of Oregon City, said it would be a financial hardship on her to replace the trees and sidewalks because she was on a corner lot. Some of the trees should not be replaced because they were near utilities.

Commissioner McGriff thought residents should look into getting one contractor to do the work so there would be cost savings for neighborhoods. She was in favor of increasing the amount up to \$1,500 for both tree removals and sidewalk panels.

Commissioner O'Donnell thought the neighborhoods could go in together on the permits to reduce costs. He thought it should be \$1,500 per tree site, to be spent on both the tree and sidewalk, with the goal of eliminating trip hazards.

Mr. Lewis did not think tree removal was necessary in all cases; the roots could be cut instead. Replacement trees were another issue that still needed to be addressed. He thought the sidewalks and trees were separate issues and staff planned to create a different program for the trees with a separate price structure.

Commissioner O'Donnell suggested a reduction in the permit fees due to the City's participation in this problem.

Mayor Lyles Smith got clarification on the eligibility section. Once the sidewalk had been replaced, the City would not contribute to any future sidewalk assistance for that particular panel. Applicants could apply once per property in a calendar year. The Commission would also like to amend the fee schedule for this permit fee.

Mr. Lewis discussed the budget requirements and issues with using transportation funds to remove trees. He would look into whether the funds could be used for trees.

Commissioner Marl thought the sidewalks and trees should be separate and they should approve the program proposed tonight. It was time to move forward.

Motion made by Commissioner Marl, Seconded by Commissioner McGriff, to approve Resolution No. 22-02. The motion failed by the following vote:

Yea: Mayor Lyles Smith and Commissioner Marl

Nay: Commissioner McGriff, Commissioner O'Donnell, and Commissioner Smith

Motion made by Commissioner McGriff, Seconded by Commissioner O'Donnell, to direct staff to amend Resolution No. 22-02 to say applicants could receive up to \$1,500 per impacted site to alleviate trip hazards and bring back the amended resolution and fee schedule to reduce the permit fee to the next meeting. The motion carried by the following vote:

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

Nay: Commissioner Smith

9c. Living Hope Church Monthly Stormwater Fee Reduction and Overpayment

Reimbursement

There was consensus to continue the meeting past 10:00 PM.

Mr. Lewis said Living Hope Church had been overcharged for their stormwater fee since 2008. The fee was adjusted in 2021 and the church asked for reimbursement of the overcharge. He suggested reimbursing for 30 months of overcharge, which was around the time the church had questioned their bill, about \$12,000. The church was requesting more to be reimbursed.

Jim Dever, representing the church, said they had tried to bring this up with the City 11 years ago and got nowhere. He was frustrated that no one from the City had taken the time to help them.

Kim Foster, resident of Oregon City, agreed the church had gotten the run-around for something that could have been rectified a lot earlier. He discussed the items in the staff report that he took exception to. He asked that they be reimbursed the full \$55,000.

There was discussion regarding the timeline.

Commissioner Smith thought the City should take responsibility for this error. He was concerned that it might be a bigger problem.

Commissioner Marl said one of his family members was an elder at this church and he did not think he could make an unbiased decision. He would be abstaining from the vote. He urged the Commission to fix this.

Commissioner O'Donnell said under contractual arrangement, six years was their limitation of obligation. If they subtracted the \$12,000, they owed another \$6,500 in those parameters.

Mr. Kabeiseman explained how this was a contract between the City and church which had not been appealed and there was a six year statute of limitation.

Mayor Lyles Smith said they had tried to communicate with the City to resolve this issue and got the run-around, effectively trying to appeal.

Commissioner McGriff asked about the budget implications. Mr. Lewis said there was funding to cover this request.

There was discussion regarding the amount that should be reimbursed to the church.

Mr. Lewis said they had looked at other churches and shopping centers and had not found another discrepancy.

Motion made by Commissioner McGriff, Seconded by Commissioner Smith, to approve the church's request in the amount not to exceed \$32,000. The motion carried by the following vote:

Yea: Mayor Lyles Smith, Commissioner McGriff, and Commissioner O'Donnell, and Commissioner Smith

Abstain: Commissioner Marl

10. COMMUNICATIONS

11. City Manager

Mr. Konkol discussed river flooding and the potential of closing parks.

12. Commissioners

Commissioner McGriff asked that the letter from the Willamette Falls and Landings Heritage Area Coalition be forwarded to the Commission.

13. Mayor

None

14. ADJOURNMENT

Mayor Lyles Smith adjourned the meeting at 10:39 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:** 4/6/2022
From: Community Development Director, Aquilla Hurd-Ravich

SUBJECT:

Resolution No. 22-16, Revisions to Extend the Parklet & Private Property Restaurant/Retail Program from May 31, 2022 to November 30, 2022

STAFF RECOMMENDATION:

Approve Resolution No. 22-16, authorizing revisions to extend the Parklet & Private Property Restaurant/Retail program.

EXECUTIVE SUMMARY:

In response to COVID-19, the City Commission adopted a pilot program to allow temporary outdoor dining/retail in parking spaces in the right-of-way (parklets) and on private property from July 16, 2020 to May 31, 2022. Resolution No. 22-16 would extend the program to November 30, 2022, allowing businesses to continue using or establish new outdoor seating areas to respond to any future regulations for social distancing or new COVID-19 variants. The Resolution would also retain the waiving of the fees for Renewable Right-of-Way Permits Fees, and parklet and private parking lot applications would remain at \$25 per year.

BACKGROUND:

On March 23, 2020, Governor Brown issued Executive Order 20-12, Stay Home, Save Lives, which closed non-essential businesses and severely limited others that were still able to remain open, including restaurants. Many businesses experienced loss or reduction of business as a result of the COVID-19 pandemic and associated public health and safety regulations aimed to reduce the spread of COVID-19.

On July 15, 2020, the City Commission adopted a parklet and outdoor dining/retail services pilot program from July 16, 2020, to November 30, 2020, excluding the winter months. The program allowed temporary outdoor dining/retail use of on-street parking stalls in the right-of-way and in private parking lots. On October 21, 2020, the City Commission extended the timeframe so that businesses could utilize the program in the winter months. On March 17, 2021, the City Commission adopted

revisions to the program in response to community feedback which expanded the flexibility of the program including allowing onsite retail/restaurants to be located throughout private property, such as on patios or decks. The program had an expiration date of November 30, 2021. At the October 6, 2021 City Commission meeting, the proposed resolution was amended with a vote of 3-2 to extend the program to May 31, 2022, retain the waiving of permit fees, and retain the cost of application fees.

Resolution No. 22-16 would extend the program to November 30, 2022, allowing businesses to continue using or establish new outdoor seating to respond to any future regulations for social distancing or new COVID-19 variants. The Resolution would also retain the waiving of the fees for Renewable Right-of-Way Permits Fees, and parklet and private parking lot applications would remain at \$25 per year.

There are currently 4 parklets permitted and in operation (Arch Bridge, Ingrid's, Nebbiolo {parklet} and Nebbiolo {sidewalk diversion}), 20 businesses permitted for sidewalk seating, and 4 businesses permitted for private parking lot seating.

OPTIONS:

1. Approve Resolution No. 22-16
2. Recommend staff return with modifications
3. Do not approve Resolution No. 22-16

BUDGET IMPACT:

Amount: N/A

FY(s): N/A

Funding Source(s): N/A

RESOLUTION NO. 22-16**A RESOLUTION TO ALLOW TEMPORARY PARKLETS IN THE RIGHT-OF-WAY AND TEMPORARY PRIVATE PROPERTY OUTDOOR DINING AND RETAIL**

WHEREAS, the State of Oregon placed restrictions on the use of commercial spaces due to the pandemic known as COVID-19; and

WHEREAS, providing an opportunity for businesses to expand their operations outdoors, either in the public right-of-way or private property, will generate greater pedestrian activity, help increase business patronage and overall interest in the area, and off-set some of the losses resulting from the spacing minimums required to reduce the spread of COVID-19; and

WHEREAS, temporary parklets are public spaces located in the public right-of-way that provide increased outdoor dining capacity; and

WHEREAS, temporary private property outdoor dining and retail activities will also provide additional seating or retail display space for local restaurants, bars, and retail businesses; and

WHEREAS, to be successful, parklets and private property outdoor dining and retail must adequately address infrastructure and parking impacts, be tied to a specific location, be safe for the public to use, be easily maintained by the permittee, be for a limited and certain term, and be capable of easy and fast installation and removal; and

WHEREAS, Oregon City Municipal Code ("OCMC") Section 12.04.120 identifies requirements for temporary obstructions in the right-of-way; OCMC Section 12.04.130 sets forth the requirements for sidewalk sales; and OCMC Titles 15.28, 16, and 17 include planning standards such as minimum and maximum off-street parking requirements; and

WHEREAS, the City Commission approved Resolution 20-22 temporarily allowing these uses from July 16, 2020 to November 30, 2020, and again from March 15, 2021, to November 30, 2021, with a fee of \$25 per year after March 14. Resolution 20-30 allowed the business that submitted a permit by November 30 to continue the use from December 1, 2020, to March 14, 2021, without additional review. Resolution 21-15 updated the standards for parklets and private property restaurants and retail from March 17, 2021, to November 30, 2021. Resolution 21-46 continued the pilot program an additional 6 months until May 31, 2022; and

WHEREAS, this Resolution will continue to waive the engineering and planning fees that otherwise would apply to a request to expand or alter a business into the right-of-way or private parking lot as approved in Resolution 20-22, Resolution 20-30, and Resolution 21-46, except that they shall be subject to a fee of \$25 per business for each application type; and

WHEREAS, this Resolution will extend the pilot program an additional six months to November 30, 2022, as identified in Exhibit A; and

WHEREAS, after the facilities are initially permitted, additional review and permitting is required each year and any time that changes are proposed. Each review requires submittal of a separate application and associated fee.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The City adopts Exhibit A, the Oregon City COVID-19 Recovery Assistance Program (the "Program"), which authorizes parklets on a limited basis within the MUD zone extending along 7th Street between Singer Hill Road and Jackson Street, and the use of private parking lots on a limited basis throughout the City.

Section 2. All engineering and planning fees that otherwise would apply to a request to expand or alter a business into the right-of-way or private parking lot consistent with the Program terms shall be waived, and instead, shall be subject to a fee of \$25 per business for each application type.

Section 3. All applicable engineering standards set forth in OCMC 12.04.120 and 12.04.130 for all temporary obstructions relating to restaurant, bar seating, and retail sales within the public right-of-way that otherwise complies with the Program shall be waived during the duration of the program.

Section 4. All applicable land use planning standards set forth in in OCMC Titles 15.28, 16, and 17 for development on private property necessary to accommodate temporary outdoor dining and retail that otherwise complies with the Program shall be waived during the duration of the program.

Section 5. Authorizations granted pursuant to this resolution are temporary and may occur only from May 31, 2022, to November 30, 2022.

Section 6. The City Commission shall review the program for continuance with respect to the public health concerns in effect at the time and the State mandates that are in effect at the time prior to November 30, 2022.

Section 7. This resolution shall take effect immediately upon its adoption by the City Commission.

Approved and adopted at a regular meeting of the City Commission held on the 6th day of April 2022.

RACHEL LYLES SMITH, Mayor

Attested to this 6th day of April 2022:

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

Exhibit A: Oregon City COVID-19 Recovery Assistance Program May 31, 2022 – November 30, 2022.

Oregon City COVID-19 Recovery Assistance Program: May 31, 2022 – November 30, 2022

Due to the COVID-19 pandemic, the City of Oregon City supports alternative ways to help increase patronage of local businesses effected by physical distancing requirements. This program includes temporarily allowing the following with restrictions:

- **Parklet Pilot Program:** Restaurants in certain locations downtown and along 7th Street to temporarily use adjacent on-street parking for outdoor temporary uses as an extension of dining; and
- **Private Property Outdoor Dining and Retail Program:** Retail and Restaurants throughout the City to use up to half their parking lot or other locations on private property, such as decks or patios, for additional retail and/or dining.

This guide applies to both programs from May 31, 2022 to November 30, 2022.

Parklet Pilot Program

Restaurants in the Mixed Use Downtown District and along 7th Street (Singer Hill Road to Jackson Street) may construct a parklet in adjacent on-street parking areas to allow expanded outdoor dining.

These expanded seating areas called “parklets” will allow restaurants throughout the business community to temporarily increase seating capacity and safely serve more customers, while maintaining social distancing, by locating chairs and tables along sidewalks, in on-street parking areas. See Exhibit 2 for conceptual drawings.



ELIGIBILITY OF BUSINESSES

Eating and drinking establishments within the Mixed Use Downtown (MUD) District and within a block of 7th Street (from Singer Hill Road to Jackson Street).

PARKLET LOCATIONS

The parklet program limits the number of allowed parklets per block as necessary to accommodate for ADA accessibility for pedestrians, protect accessible parking and no-parking areas such as loading zones. ADA parking spaces may be relocated temporarily if ADA standards can continue to be met.

1. Location

A parklet must be located within an existing on-street parking stall abutting or partially abutting the business utilizing the parklet. Only one parklet may utilize one parking stall; however, multiple parklets are allowed per business, per frontage if neighboring property owners and businesses approve of additional parklets. Businesses may work together to create a parklet using two or more on-street parking stalls if the businesses are adjacent to each other. In addition, any business may allow customers of other nearby business to utilize the parklet.

2. Approval

A parklet shall only be located in designated on-street parking areas that have been approved by the City of Oregon City after careful review and authorization via a Parklet Permit. The property owner, any additional building tenants, along with all other businesses located adjacent to and immediately abutting within the same block of the parklet must provide written consent supporting the request.

3. Posted Speed Limit

A parklet may be established along roadways where the posted speed limit is 25 mph or less.

4. Parking Zones

Parklets are prohibited in accessible parking spaces and the accessible aisle adjacent to the accessible spaces and no parking zones. See Exhibit 1 for locations that are prohibited from parklet use in downtown; areas marked in red. ADA parking spaces may be relocated temporarily if ADA standards can continue to be met.

TERM OF USE

Parklets are to be temporary in construction and must be completely removed on or before November 30, 2022.

GENERAL GUIDELINES

- Public parklets must be located adjacent to the applicant's business.
- If all accessibility and design requirements are met, installation of a parklet platform is not required, provided that existing pavement is not damaged or otherwise altered.
- Design for easy removal. The parklet will sit on top of the existing street surface. Because parklets may sit on top of critical infrastructure and utilities such as gas lines, sewer and water mains, etc., they need to be designed for easy removal in case of an emergency.
- No additional signage is allowed within or on the parklet other than those required by law.
- Maintenance and litter removal are the responsibility of the applicant/owner. Failure to maintain the parklet may result in the revocation of the permit.
- No audio systems or other sound amplification devices are permitted for incorporation in the design of any parklet and shall not be used on any parklet.
- No smoking or vaping is permitted within a parklet at any time.
- ADA Guidelines must be met at all times.
- If applicable, the applicant is responsible for obtaining separate Oregon Liquor Control Commission (OLCC) permits.
- If applicable, the applicant is responsible for following food safety guidelines as well as Center for Disease Control (CDC) guidelines regulated by the Oregon Health Authority.
- If applicable, the applicant is responsible for following fire safety guidelines as regulated by Clackamas Fire District #1.
- Permits are required annually to retain or add seating as a parklet, on a sidewalk, or in a private parking lot.

MAINTENANCE OF THE PARKLET

The parklet will be owned and maintained by the applicant. The applicant is responsible for all costs associated with the design development, construction, installation, maintenance, and removal of the parklet. Approval of an application obligates the applicant to keep the parklet free of debris, grime, and graffiti, and to keep all plants in good health.

The permit requires that the facility is swept daily and debris is removed from under (if applicable) and around the parklet a minimum of once a week. A maintenance plan and agreement are required to ensure compliance.

PARKLET DESIGN STANDARDS

The following design standards ensure that all parklets are safe, accessible, attractive, and functional.

1. BASE AND DECKING

If proposed, parklet decking must be designed such that the parklet has a vertical lip of no more than ¼-inch as it connects to the curb and may not have more than a ½ inch gap from the curb. The cross slope from the curb to the street must not exceed 2%. This means that most parklets will likely have an elevated base decking. The submitted design must demonstrate that the deck is compliant with ADA accessibility requirements including at least one ADA-compliant access point for each parking space used.

The parklet platform may not be attached to or damage the street and must be easily assembled and disassembled. Any damage to the street is the responsibility of the applicant.

The parklet platform must be designed to allow for curblane stormwater drainage and include a minimum twelve (12") inch gutter bar. The parklet platform must be designed to not allow debris to collect underneath the deck.

2. PARKLET FOOTPRINT

A buffer is required in the locations in which the parklet abuts adjacent on-street parking stalls. For parallel parking there must be a twenty-four (24") inch setback on either end of the parklet, adjacent to parallel parking, and to the roadway. Wheel stops may be used but are not required.

For diagonal and perpendicular spaces, the edge of the parklet must be set back eighteen (18") inches from the adjacent parking space on either side. This setback space must be included within the parklet space, and not be taken from the adjacent space.

For multiple businesses adjacent to each other or businesses that received approval from the City and neighboring properties to install multiple parklets, adjoining stalls are allowed without a buffer.

3. BUFFER

Parklet design must include a physical continuous physical barrier along the street able to withstand impact while maintaining clear visual sightlines to the street.

To protect a parklet located on a parallel parking space from parking maneuvers, substantial planters, weighted bollards, or other structures that can withstand light vehicular impact, must be installed on either end of the parklet and at the street edge. Cones or Type II barricades are not acceptable. Parklets occupying diagonal parking spaces are not required to have such substantial edge materials, except for the side and corners at the street edge. Additional traffic safety items may be added to the final design by City staff.

Barriers and fencing may not extend into the street side setback zone or bolted into the street. If portable fencing is used, each section must be connected together. If cable is used for the barrier, spacing between cables cannot exceed 6-inches.

A reflective delineator post must be placed at the outer corners of the parking space/parklet, 6-inches from the wheel stops. Delineator posts must be 36-inches tall, cylindrical, white, flexible, and must include reflective striping.

4. VERTICAL ELEMENTS

Vertical elements, such as planters and umbrellas over tabletops, should be included so that the facility is visible to vehicles. Umbrellas or sails cannot be placed within 20 feet of a stop sign and must be contained within the parklet.

Applicants with overhead canopies, sails, or similar must demonstrate that the structures have the ability to withstand wind loads equal to the standards which apply on private property. Covers comprised of more substantial materials such as wood or metal are not allowed.

Applicants proposing a cover must demonstrate that visual obstruction to adjacent businesses, both to storefronts and identifying signage, is minimized.

5. MATERIALS

The use of high quality, durable materials capable of withstanding prolonged use is required. Examples include wood and metal. Pallets, construction fencing, or chain link are not allowed.

Surface materials: loose particles, such as sand or loose stone, are not permitted on the parklet. A non-slip surface is required.

6. SEATING

Everyone should be able to travel adjacent sidewalks and enjoy parklets. Furniture must be able to accommodate a minimum of one accessible space per parklet. To accommodate for social distancing measures currently in place, tables, including their seating, and circulation areas must be a minimum of 6 feet from one another.



7. **LIGHTING**

Lighting that extends across the sidewalk must be a minimum of 8 feet above the sidewalk. Any single lighting source more than 40 watts shall be shielded.

8. **HEATING APPLIANCES**

Portable outdoor gas-fired heating appliances (such as propane heaters) shall be approved by Clackamas Fire District #1.

9. **SIDEWALK DIVERSIONS**

In place of a parklet, a business may choose to install a sidewalk diversion which must meet ADA guidelines, be made of durable materials, using slip resistant materials, and be protected similarly with substantial planters, weighted bollards, or other structures that can withstand light vehicular impact.

Barriers and fencing may not extend into the street side setback zone or be bolted into the street. If portable fencing is used, each section must be connected together. If cable is used for the barrier, spacing between cables cannot exceed 6-inches.

A reflective delineator post must be placed at the outer corners of the parking space/sidewalk diversion, 6-inches from the wheel stops. Delineator posts must be 36-inches tall, cylindrical, white, flexible, and must include reflective striping.



Example of a sidewalk diversion

APPLICATION

An application for a Parklet Permit is required and must be approved before installation of the parklet. Once the parklet is constructed, an inspection is required to verify compliance with the approved application. Applications will be accepted on a rolling basis. A parklet applicant must comply with the applicable standards and agree to the terms of the Indemnity and Release Agreement required as part of the application including Liability Insurance covering Permittee's activity described in the Release.

PARKLET PERMIT FEE

During the pilot program year of May 31, 2022 to November 30, 2022, a \$25 parklet fee will be required per year for each application type (parklet or private parking lot seating). Parklets and Sidewalk Seating shall follow Renewable Right of Way Permit fees set by Resolution in the Engineering Fee Schedule effective at the time of application unless those fees have been waived by the City Commission.

LIABILITY INSURANCE

A parklet applicant must maintain general liability insurance in the amount no less than \$2 million per occurrence/\$4 million aggregate throughout the term of the parklet permit, in accordance with the Indemnity and Release Agreement obligations and City of Oregon City standards.

SITE PLAN

A design document is required at the time of application submittal. A complete set of proposal drawings is required in order to be considered for approval. This site plan/design will help staff understand how your parklet would fit within the street. The site plan does not need to be drawn by a design professional, it can be done by hand or computer, and

shows the exact location of the parklet, the area around the parklet, the proposed layout and dimensions, and where parklet amenities (e.g., seating and landscape features) would be placed. Staff will determine if your selected site is appropriate for a parklet and how the parklet would integrate into the neighborhood context.

EXHIBIT 1



Main Street from 6th Street to Hwy 99E



Main Street from 6th Street to 8th Street

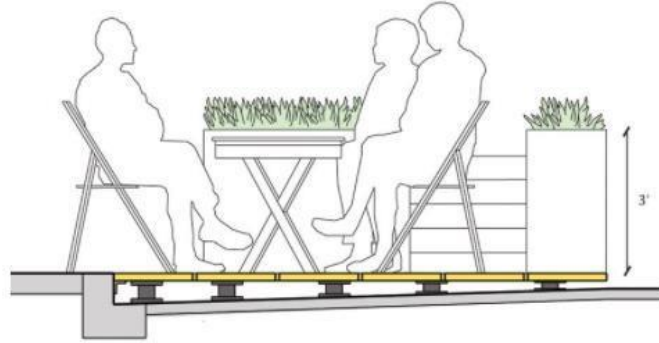


Main Street from 8th Street to 10th Street



Main Street from 10th Street to 11th Street

EXHIBIT 2 – Possible Options



Private Property Outdoor Dining and Retail Program

The following temporary program is designed to support local restaurants/bars and retail subject to COVID-19 minimum spacing requirements. The purpose of the program is to temporarily allow the use of up to half of a private parking lot or other areas on private property, such as patios or decks, for outdoor seating or retail use. Simply placing furniture on an existing patio or deck is not subject to compliance with this program, however, tents or other shade structures placed on a patio or deck require compliance with this program unless approved through a Site Plan and Design Review.



This program is temporary. Outdoor dining and retail areas constructed in compliance with these provisions must be completely removed on or before November 30, 2022. The minimum parking requirements as well as other applicable land use standards are suspended and replaced with the requirements within this policy.

DESIGN STANDARDS

1. SIZE

Up to 50% of the parking spaces in a parking lot on the same property as a restaurant/bar or retail business may be converted to outdoor dining/retail space. Within shopping centers, where a lot serves more than one business, the 50% limit applies to the shopping center parking lot as a whole.

2. DESIGN

- a. To protect the outdoor dining or retail area from parking maneuvers, substantial planters, weighted bollards, or other structures that can withstand light vehicular impact must be installed between vehicular areas and the expanded outdoor space. Cones or Type II barricades are not acceptable. A physical barrier is not required for outdoor seating/retail areas which are separated from parking lots or auto travel lanes by a raised curb, bollards, landscaping, or other continuous existing physical barrier.
- b. Minimum required landscaping shall not be removed.
- c. Required pedestrian walkways shall be maintained.
- d. An unlimited number of temporary tents, umbrellas, or and other shade structures are allowed within the expanded outdoor area with documentation

demonstrating they are secured to the ground or otherwise protected from movement. The structures may be any size.

- e. No use of the ADA stall(s) or adjacent striping is allowed.
- f. No change to the vehicular ingress/egress of the site is allowed.
- g. The following minimum clearance must be maintained within the parkinglot:
8 feet above sidewalks/pedestrian accessways
No cords, structures, sails, coverings, or similar may cover or extend across a space for vehicle maneuvering or parking.
- h. Any single lighting source more than 40 watts shall be shielded. Excessive lighting may be deemed a nuisance.
- i. If seating is provided, a minimum of one accessible (ADA) seat shall be provided per parklet.

3. **MATERIALS**

- a. The outdoor dining area shall be designed for easy removal.
- b. No installation of gravel, sand, or other surface materials is allowed.
- c. No chain link, pallets, or construction fencing is allowed.

4. **OTHER STANDARDS**

- a. Approval from the property owner is required.
- b. Approval from the Building Department and Clackamas County Fire District #1 is required.
- c. Applications must be submitted to the Planning Division.
- d. A fee of \$25 each year will be charged for participation in this program.

5. **PERMIT SUBMITTAL REQUIREMENTS**

An application for the Private Property Outdoor Dining and Retail Program is required and must be approved before installation. Once construction is complete, an inspection is required to verify compliance with the approved application

- ✓ Application Form
- ✓ Site Plan drawing or sketch including:
 - Footprint of the proposed outdoor dining/retail area
 - Building footprints and entrances
 - Existing parking stalls
 - Existing driveways
 - Proposed vehicle circulation diagram
 - Location of barricades around outdoor dining/retail area

If an owner wishes to continue use of the outdoor dining or retail area after the closure of this program, the owner shall be responsible for obtaining proper approvals as well as compliance with all applicable standards in the Oregon City Municipal Code.



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: 04/06/2022

SUBJECT:

Personal Services Agreement with Wallis Engineering for the Inflow/Infiltration Program Management (CI 21-015)

STAFF RECOMMENDATION:

Award the contract and authorize the City Manager to execute the Contract Agreement with Wallis Engineering in the amount of \$1,402,000.00 to deliver the Inflow/Infiltration Program Management (CI 21-015).

EXECUTIVE SUMMARY:

The Inflow/Infiltration Program Management aims to deliver a complete program focused on sanitary sewer Inflow/Infiltration (I/I) reduction in a highly efficient and effective manner.

BACKGROUND:

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

Due to staff changes and project workloads, we are experiencing challenges delivering sewer projects in a timely manner. Program management is an approach that will help assist the City to accelerate the I/I reduction projects along with project-related services to reduce I/I and spend down the sewer funds wisely. Program management is essentially a process of managing several related projects and tasks to improve project delivery. Program management has been implemented in other local agencies within the region but is a newer concept to the City.

City staff identified the scope and expectations of the program and assembled a Request for Proposal (RFP). The I/I Program Management approach is intended to be delivered over the next 4 years and includes a short-term, 15-month pilot program. Projects in the program are focused on two targeted areas contributing the highest I/I rates in the City: Meter Basins 8 and 5. The 15-month pilot program includes deliverables and tasks associated with setting up the program and projects in Meter Basin 8. It will include front-end tasks such as a program management plan and a public outreach plan to establish the program. The pilot program also includes assisting City staff in finalizing the I/I Private Lateral and Downspout Disconnection Policy and bringing the policy back to the City Commission for discussion.

On September 1 and 3, 2021, a request for proposals for professional engineering services and construction management services for the Inflow/Infiltration Program Management: FY 2022 – FY 2025 was advertised in the Daily Journal of Commerce and the City bid site in accordance with City and State contracting procedures for Formal Selection Procedures. Proposals were due September 30, 2021, and two (2) proposals were received. City staff reviewed the proposals and determined that Wallis Engineering was the most qualified proposer.

Wallis Engineering's proposal provided a detailed schedule for the first 15-months of the program, along with a complete 4-year schedule. The proposed scope and fee is intended to cover the first 15-month pilot program and address the tasks and projects requested in the RFP. The Master Agreement includes budget for all engineering services and necessary tasks to deliver the 15-month pilot program. However, the Consultant may only bill for expenditures authorized by a specific task order when approved by the City project manager. Task orders will be authorized as specific projects or activities are identified during the program. Each task will be approved on a time and materials basis with a not to exceed budget amount. The total of all task orders is included in the Master Agreement.

On March 4, 2022, the City Commission approved the Intergovernmental Agreement (IGA) with Water Environment Services for the Regional Inflow and Infiltration Reduction Program. On March 17, 2022, the Clackamas County Board of County Commissioners approved the IGA. The IGA, which allows thirty-three percent reimbursement, is effective upon execution by WES and the City, and shall expire on June 30, 2026, unless extended. The IGA includes the process for approval of the agency project as a qualified proposal. The Technical Advisory Team (TAT) meeting for review of two City projects (I/I Program Management and Rivercrest Basin Phase 3 Construction) is scheduled for March 31, 2022, and the status of those approvals will be shared at the meeting.

The City is anticipated to spend \$18,175,000 of sanitary sewer rate funds by June 2025 with the I/I Program Management to address I/I reduction. Our work can be extended to match the IGA timeline if qualifying projects remain. At the end of each year of the program, the City and the consultant will share an annual report with the City Commission. The annual report shall include full accounting of all expenditures by

program element and by project, description of the work accomplished, description of the work anticipated in the upcoming year, and summary of the results of flow monitoring after completion of projects to indicate the success of the program. Upon presentation of the Annual Report, the City Commission may elect to approve a contract amendment to continue the program for the next year or terminate the program.

The attached scope of work (Exhibit A) generally describes the work the pilot program delivery team will be performing, including organizing the program and processes, managing overall program delivery, validating the original project's scopes and cost estimates, assisting staff with the private lateral and downspout disconnection policy, public outreach, evaluating and prioritizing projects, designing individual projects, and providing engineering services during construction.

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: \$1,402,000.00
 FY(s): 2021-2022 & 2022-2023
 Funding Source(s): Sewer Fund

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

INFLOW / INFILTRATION PROGRAM MANAGEMENT (CI 21-015)

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

RECITALS

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

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

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from the date the contract is fully executed until **June 30, 2023**, 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, four hundred and two thousand dollars and no cents (\$1,402,000.00)**.

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:

Wallis Engineering, PLLC, LLC
215 W. 4th Street, Suite 200
Vancouver, WA 98660
Attention: Jane Vail, PE

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

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

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

CITY OF OREGON CITY

WALLIS ENGINEERING, PLLC, LLC

By: _____

John M. Lewis, P.E.

Title: Public Works Director

DATED: _____, 20____.

By: _____

Name: _____

Title: _____

By: _____

Anthony J. Konkol III

Title: City Manager

DATED: _____, 20____.

DATED: _____, 20____.

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

DATE: _____

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____

City Attorney

\\depot\Departments\PublicWorks\CIP_PS_RFQ_RFP\CIP_Open\CI 21-015 I&I Program Management\CONSULTANT\Contract\Contract Agreement - V2.docx

MASTER AGREEMENT

City of Oregon City | Inflow / Infiltration Program Management (CI 21-015)

March 2022 | WE#ORCY21-II

PROJECT DESCRIPTION

The City of Oregon City is seeking a comprehensive Inflow/Infiltration Program Management Team that can deliver a complete program in a highly efficient and effective manner.

SCOPE OF WORK

Under this master agreement Wallis Engineering will manage and deliver a 15-month pilot program for the City of Oregon City's I/I Reduction Program. This master service agreement will provide budget to deliver the following minimum tasks:

- Program Management Plan
- Public Outreach Plan
- Condition Assessment of Basin 8 (McLoughlin Basin), and a recommended approach to sub-basin for moving forward
- Develop Rehabilitation Guidelines and Specifications
- Providing the design, bid documents, bidding assistance, and construction services of Basin 8
- CCTV inspection services of remaining sub-basins in Basin 8, including scheduling and contract management
- Flow monitoring services to collect post-construction flow data and provide analysis report of Basin 8
- Flow monitoring services to collect post-construction flow data and provide analysis report of the Basin 10 (Rivercrest Basin) Project
- Assist with the I/I Private Lateral Policy Adoption

Individual work orders will be generated to complete the pilot program elements within the agreed upon budget. These work orders will be submitted to the City for approval prior to work being done.

Should the City elect to extend the contract beyond the pilot program, a supplement to this master agreement will be submitted.

COST OF SERVICES

The engineering fee to provide the services as described above is a not-to-exceed amount of \$1,402,000.

CONTRACT DURATION

Contract term shall be from the date contract is fully executed until June 30, 2023.

GENERAL SCOPE OF PROJECT

Wallis Engineering requests approval of Work Order No. 1 for Program Administration and Program Management Services. This work order will provide program administration and management services for the first 15 months of City of Oregon City's I/I Reduction Program, hereinafter referred to as the Pilot Program. Following a determination of specific project improvements, additional work orders may be issued for design and construction phase services for specific projects.

PROJECT TEAM

Wallis Engineering will serve as the prime consultant for this project, leading a team of subconsultants to complete all the services identified in this work order's scope of work. Consultants anticipated for this work order are listed below, with the project responsibilities which they will complete.

<i>Consultant</i>	<i>Responsibilities</i>
Wallis Engineering (Wallis)	Program Management and Project Engineering
Leeway Engineering (Leeway)	Project Engineering
Brown and Caldwell (BC)	Project Engineering
Keller Associates (Keller)	Project Engineering
Jeanne Lawson & Associates (JLA)	Public Involvement

SPECIFIC SCOPE OF WORK

TASK 1 – PROGRAM ADMINISTRATION

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

Subtask 1.1 Administration

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

Subtask 1.2 Kickoff Meeting

At the start of the program, Wallis will organize, lead, and attend a virtual kickoff meeting with City staff and key team members. At this meeting we will define the program goals, review the Pilot Program's scope of work and confirm assumptions in the program management plan including team member roles and responsibilities, communication protocols, schedule and proposed deliverables, key stakeholders, and critical path elements.

Subtask 1.3 Program Meetings

Our program manager will lead a series of program meetings throughout the duration of the Pilot Program with City staff and key team members.

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

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

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

Early in the Pilot Program schedule, we will conduct a Maintenance Coordination Meeting with maintenance personnel to identify SSO locations, known manhole problems, maintenance challenges, and known basement sump locations.

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

Subtask 1.4 Monthly Reports and Invoicing

Wallis Engineering will track and complete monthly reports and invoices, submitting them to the City for review. Each monthly report will include the following information:

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

Subtask 1.5 Annual Report

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

- Full and final accounting of all expenditures by program management and by project.
- A description of work accomplished.
- A description of the work anticipated in the upcoming year, including scope/schedule/budget.
- Data on success indicators of the Program.

- General summary of the results of flow monitoring after completion of the projects, including comparison of flowrates of before and after projects are completed in each basin. The Sanitary Sewer Master Plan will be referenced for collected flowrate data.

Task 1 Assumptions:

- Project administration assumed through June 2023
- Program meetings assumed to be virtual
- Bi-weekly program meetings budgeted for 15 months. (Total of 32 meetings)
- Subconsultants have assumed the following allocations of time for Task 1

Firm	Task 1.1 hours	Task 1.2 hours	Task 1.3 hours	Task 1.4 hours
Leeway	4	2	41	34
BC	4	2	8	9
Keller	4	2	14	2
JLA	4	2	12	

- Kickoff meeting will be in person and attended by staff from the following firms:
 - Wallis, JLA, Leeway, BC, Keller

Task 1 Deliverables:

- Agenda and minutes for: kickoff meeting, maintenance coordination meeting, master plan coordination meeting, and annual lessons learned meeting
- Monthly meeting agenda and minutes
- Biweekly meeting minutes (as needed)
- Monthly reports and invoices (15 assumed)
- Annual Report

TASK 2 – PROGRAM MANAGEMENT

Wallis Engineering will manage the program schedule, budget, and quality for all project elements comprising the overall program. Management of the Pilot Program will consist of formulating a program management plan, managing public outreach, and assisting with adoption of the private lateral and downspout disconnection programs.

The Program Manager will provide leadership and resources to manage and facilitate the work of the teams formed to complete each project. The Program Manager will be responsible for reviewing/approving project plans for conformance with the program strategy, plan, schedule, and all other applicable specifications, codes, and standards. The Program Manager will function as a liaison for transfer of information between project management teams, and City leadership, and will conduct periodic briefings/status updates. The following specific task elements will be completed:

Subtask 2.1 Program Management Plan

Wallis Engineering shall develop a program management plan (PMP) that will be reviewed and approved by the City. A draft plan shall be shared with the City to discuss at the kickoff meeting. The plan will include the following:

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

Leeway Engineering to provide support to project scheduling and project development aspects of the PMP.

Subtask 2.2 Public Outreach

JLA will prepare a general public outreach plan that can be used for each project of the program. This shall include methods of outreach, key messaging, and timing. JLA, with support from Wallis Engineering, will create general flyers that can be shared with the project areas during each project and placed on the City website. These flyers will include information about what the City is doing, why it is being done, what the homeowner will experience, etc. Working alongside the City's Communications Coordinator, JLA, working closely with Wallis Engineering, will prepare a draft Public Outreach Program Plan (POPP) immediately following the kickoff meeting.

The draft POPP will focus on the work needed to share information with the community, and will describe the outreach methods, messaging, and implementation for investigation work, downspout disconnection policy, and construction. A detailed approach to informing, managing, and addressing citizen concerns about the private lateral policy will be included in a separate work order.

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

Project outreach flyers will include the following:

- Project Factsheet
- CCTV
- Smoke Testing
- Pipe and Manhole inspections on private property
- Construction (CIPP, Pipe Bursting, and Open Cut Methods)
- Downspout Disconnection
- Private Commercial Catch Basin Reconnection

Subtask 2.3 Rehabilitation Guidelines and Specifications

Wallis Engineering will create rehabilitation guidelines that will be reviewed and approved by the City. The draft guidelines will be reviewed and discussed with key team members from Leeway Engineering, Brown and Caldwell, and Keller Associates. The rehabilitation guidelines will provide clear guidance for which rehabilitation method will be used for each type of condition or deficiency noted during condition assessment, and will describe the limits of the work for projects with and without private laterals.

Wallis will also develop boilerplate special provisions for each type of rehabilitation that will be used during the program. Special provisions will be based upon the 2021 Oregon Standard Specifications for Construction, and will include revisions to Sections 411, 412, 413 and 445. New Section 408 for lateral

lining will be developed and detailed updates to Section 490 for manhole rehabilitation will be included as well. Key team members from Leeway Engineering, Brown and Caldwell and Keller Associates will provide comment and input on these special provisions prior to submittal to the City for review and comment.

We will submit the draft guidelines and boilerplate special provisions to City public works and maintenance personnel for review and comment. After incorporating City input, both documents will be used for project development and contract document use.

Subtask 2.4 Lateral and Downspout Disconnection Policies

Wallis Engineering and Leeway Engineering will assist City staff in finalizing the private property I/I source removal policy and downspout disconnection policy. This approach will start with an initial meeting to closely review policy language and City goals, and to discuss the implications of each policy element. The project team will review the draft policy, provide recommendations to the policy, prepare for and present at up to three City Commission meetings, four neighborhood association meetings, and develop one public education letter to residents. Wallis Engineering will prepare responses to technical questions submitted by the public. The objective of the City Commission meetings is to adopt the policy, which may include establishing a fee for property owners for reducing I/I from the private-side laterals.

Subtask 2.5 Downspout Disconnection

Upon adoption of the downspout disconnection policy, Wallis Engineering and JLA will implement the downspout disconnection project. This includes public outreach, educating the public of the disconnection policy, providing smoke test results to homeowners, and recommendations as outlined in the policy. A total of 32 downspouts were detected as potential unlawful connections to the sanitary sewer.

Subtask 2.6 Private Commercial Catch Basin Reconnection

Wallis Engineering and JLA will implement the private commercial inflow reduction project. This includes sending out notices and smoke test results to commercial owners of illegal connections and providing recommendations to properly eliminate the inflow source. About five private catch basins were detected as potential illegal connections to the sanitary sewer.

Task 2 Assumptions:

- Anticipated six public outreach flyers plus one project factsheet generated as part of Task 2.2, with one revision each.
- Distribution of flyers included for Tasks 2.5 and 2.6 only. Smoke testing results to be provided by the City.
- Anticipated two meetings to present and discuss guidelines and special provisions (anticipate attendance by Wallis, Leeway, BC, at virtual meetings).
- Assumed two revisions to guidelines and special provisions.
- Anticipated two meetings to present and discuss lateral and downspout disconnection policies (anticipate attendance by Wallis, Leeway, JLA at virtual meetings)
- Two City Commission Meetings (one for presentation of the policy and one for adoption – attendance by Wallis only)
- No presentations at community meetings anticipated at this time.
- Anticipated two revisions to the policy language.
- Lateral Policy Engineering fee schedule to be set by the City.

- Public outreach for the private lateral policy will be included in a future work order.
- Flyers will be designed by JLA with the City covering the costs of printing and postage. JLA will print and distribute all flyers to be used during canvassing outreach.
- City will review JLA's flyer content and batch the revisions when submitting them to JLA.
- An allocation of 16 hours for Wallis Engineering to respond to technical questions from residents.

Task 2 Deliverables:

- Program Management Plan
- Public Outreach Plan
- Draft and Final Rehabilitation Guidelines
- Draft and Final Boilerplate special provisions developed for the following 2021 ODOT specification sections:
 - 411, 412, 413, 418, 445, 490
- Draft and Final Private Lateral Policy
- Draft and Final Downspout Disconnection Policy
- Distribution of outreach materials for downspout disconnection and catch basin reconnection tasks for Basin 8.

TASK 3 FLOW MONITORING AND ANALYSES

Subtask 3.1 Flow Monitoring and Analysis

As a continuation of flow monitoring work done on a previous project to collect post construction data for the Basin 10 (Rivercrest Basin) project area and Basin 5 and 8 inflow disconnections completed by the City, as well as pre-construction data for Basin 8, Leeway Engineering will conduct customer training on website and/or software navigation and features, including report generation. Technical support will be provided on as-needed basis. At the end of the project, all data collected will become the property of the City.

Subtask 3.2 Basin 10, 8, and 5 Model Recalibration

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

Task 3 Assumptions:

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

Task 3 Deliverables:

- Post-construction analysis for Basins 5 and 10
- Pre-construction analysis for Basin 8

COST OF SERVICES

Attached is the fee estimate for a detailed engineering cost.

AUTHORIZATION

City of Oregon City Authorization: _____ Date: _____

Wallis Engineering: _____ Date: _____

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GENERAL SCOPE OF PROJECT

Wallis Engineering requests approval of Work Order No. 2 for Condition Assessment and Pre-Design efforts.

PROJECT TEAM

Wallis Engineering will serve as the prime consultant for this project, leading a team of subconsultants to complete all the services identified in this Work Order’s scope of work. Our team is listed below, with the project responsibilities which they will complete.

Consultant

Wallis Engineering (Wallis)

Leeway Engineering (Leeway)
 Brown and Caldwell (B&C)
 Keller Associates (Keller)
 Jeanne Lawson & Associates (JLA)
 DKS
 Greenworks
 Pacific Habitat Services
 Geodesign/NV5
 GRI
 AIMS
 Lovett
 Pacific Int-R-Tek
 VacX
 Epic
 CESNW
 Compass

Responsibilities

Program Management and Project Engineering

Project Engineering
 Project Engineering
 Project Engineering
 Public Involvement
 Traffic Engineering
 Landscape Architecture
 Environmental Permitting
 Geotechnical Engineering
 Geotechnical Engineering
 Investigations
 Investigations
 Investigations
 Investigations
 Right of Way
 Surveying
 Surveying

SPECIFIC SCOPE OF WORK

TASK 4 CONDITION ASSESSMENT FOR SEWER BASIN 8

Wallis Engineering will complete and review all investigative work necessary to complete condition assessment of Basin 8. This includes review of already-completed CCTV work by the City.

A condition assessment spreadsheet will be prepared for all mainline segments with CCTV footage within Basin 8. The spreadsheet will be used to categorize repair methodologies, prepare a preliminary cost for rehabilitation, and create a prioritized list of segments. Plan sheets will be developed for each mainline section with defects labeled using PACP standard notation and recommended corrective actions.

A prioritized list of projects will be prepared based upon 150% of the first-year budget to be moved into the first-year design package. A work order will be developed following development of the 150% project list to initiate pre-design investigative work.

Task 4 Assumptions:

- Condition assessment will be completed on pipe segments with CCTV video provided by the City. *Length of mainline video assessment to be determined.*
- Laterals and manholes will not be assessed as part of this task, but will be reviewed as part of Task 6 of this Work Order.
- No smoke and dye testing to be included.

Task 4 Deliverables:

- Sewer condition assessment spreadsheet
- Condition assessment Plan & Profile sheets
- 150% prioritized project list

Task 4 Anticipated not to exceed budget: \$100,000

TASK 5 WORK ORDER DEVELOPMENT

Consultant shall prepare scoping documents to authorize pre-design investigations work for basins identified on the 150% prioritized project list and design services required to develop construction plans.

Task 5 Anticipated not to exceed budget: \$10,000

TASK 6 PRE-DESIGN INVESTIGATIONS

Wallis Engineering will authorize required surveying, potholing for conflict utilities, smoke and dye testing, CCTV investigations including lateral launching and pinning, and geotechnical investigations as required for design efforts. Wallis Engineering will perform manhole investigations as required.

Task 6 Assumptions:

- Task 6 efforts are dependent upon conditions of elements and recommended corrective actions identified on the 150% prioritized project list in Task 4.
- Establishment of right of way not included.

Task 6 Deliverables:

- Topographic survey as required.
- Lateral launch videos and surface pinning of laterals.

- Potholing reports as required.
- Smoke Testing reports as required.
- Geotechnical reports as required.
- Manhole assessment reports for the 150% prioritized list.
- Pre-construction record of surveys as needed.

Task 6 Anticipated not to exceed budget: \$100,000

COST OF SERVICES

The engineering fee to provide the services as described above is estimated to be the not-to-exceed amount of \$210,000.

AUTHORIZATION

City of Oregon City Authorization: _____ Date: _____

Wallis Engineering: _____ Date: _____

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GENERAL SCOPE OF PROJECT

Work Order No. 3 will include design services associated with the pilot program initial construction packages. Pilot Program construction packages estimated to be on the order of a \$4M construction budget. Design approach assumes up to three separate design packages will be prepared for bidding.

PROJECT TEAM

Wallis Engineering will serve as the prime consultant for this project, leading a team of subconsultants to complete all the services identified in this Work Order’s scope of work. Our team is listed below, with the project responsibilities which they will complete.

Consultant

Wallis Engineering (Wallis)

Leeway Engineering (Leeway)
 Brown and Caldwell (B&C)
 Keller Associates (Keller)
 Jeanne Lawson & Associates (JLA)
 DKS
 Greenworks
 Pacific Habitat Services
 Geodesign/NV5
 GRI
 AIMS
 Lovett
 Pacific Int-R-Tek
 VacX
 Epic
 CESNW
 Compass

Responsibilities

Program Management and Project Engineering

Project Engineering
 Project Engineering
 Project Engineering
 Public Involvement
 Traffic Engineering
 Landscape Architecture
 Environmental Permitting
 Geotechnical Engineering
 Geotechnical Engineering
 Investigations
 Investigations
 Investigations
 Investigations
 Right of Way Services
 Surveying
 Surveying

SPECIFIC SCOPE OF WORK

TASK 7 DESIGN SERVICES FOR PROJECT #1

Wallis Engineering and select subconsultants will provide deliverables, including 60%, 90%, and Final Plans, for the Pilot Program projects. Design submittal packages will include at a minimum an engineer's cost estimate, updated schedule, and applicable specifications.

Consultant shall prepare complete contract documents, including the front section of the bid document (using the City template), bid schedule, and specifications.

Design services shall include any necessary permitting. Consultant shall work with other agencies as needed to coordinate delivery of program elements that cross jurisdictional boundaries, including Clackamas County, Union Pacific Railroad, U.S. Army Corps of Engineers, Oregon Department of Environmental Quality, Oregon Department of State Lands, and Oregon Department of Fish and Wildlife.

Task 7 Assumptions:

- Pilot Program projects will not require right-of-way or easement acquisition.
- Pilot Program projects will not require extensive environmental permitting.

Task 7 Deliverables:

- Pilot Program 60%, 90% and Final PS&E.
- Applicable permit approvals.

Task 7 Anticipated not to exceed budget: \$450,000

TASK 8 UTILITY COORDINATION

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

Task 8 Deliverables:

- Utility coordination log and contact list

Task 8 Anticipated not to exceed budget: \$50,000

TASK 9 RIGHT-OF-WAY AND EASEMENT ACQUISITION SERVICES

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

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

Task 9 Assumptions:

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

Task 9 Deliverables:

- Right of entries as needed
- Temporary construction easement exhibits and agreements as needed.

Task 9 Anticipated not to exceed budget: \$50,000

TASK 10 BIDDING SERVICES

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

Task 10 Assumptions:

- Bidding services for up to three separate construction contracts.

Task 10 Deliverables:

- Pre-bid meeting agenda and minutes
- Addenda as required.
- Bid tabulations
- Recommendation of award letters.

Task 10 Anticipated not to exceed budget: \$50,000

TASK 11 CONSTRUCTION MANAGEMENT SERVICES

Wallis Engineering and selected subconsultants shall provide all construction management services necessary to support the Program. This work shall include, but is not limited to, attending preconstruction meeting, reviewing shop drawings and material submittals, performing all necessary inspections and providing daily inspection reports, attending progress meetings, reviewing and making recommendation on contractor monthly progress payments, responding to all RFI's, conducting final walk through and punch list, and providing final asbuilt record drawings and a post-construction survey. The City shall not be responsible for any construction management services.

Task 11 Assumptions:

- Budget based upon anticipated construction packages totaling approximately \$4M.

Task 11 Deliverables:

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

Task 11 Anticipated not to exceed budget: \$300,000

COST OF SERVICES

The engineering fee to provide the services as described above is estimated to be the not-to-exceed amount of \$900,000.

AUTHORIZATION

City of Oregon City Authorization: _____ Date: _____

Wallis Engineering: _____ Date: _____

P:\City of Oregon City\OC21-II Inflow Infiltration Program Management\100 Agmt\102 Working Docs\Work Orders\Work Order 3\DRAFT Work Order #3.docx

		AE	EM3	EM1	PE9	PE3	SE3	T3	A6	A4	Wallis Labor	Expenses	Subconsultants				Total	
													JLA	Leeway	BC	Keller	Cost	
		\$157.48	\$197.11	\$184.25	\$178.90	\$142.48	\$118.91	\$119.98	\$115.69	\$97.49								
Work Order No. 1																		
Task 1	Program Administration																	
1.1	Administration	15			120				75	75	\$ 39,818.70		\$503.00	\$987.00	\$845.00	\$819.00	\$ 42,972.70	
1.2	Kickoff Meeting	2	2	2	8	2				1	\$ 2,891.33		\$252.00	\$494.00	\$423.00	\$389.00	\$ 4,449.33	
1.3	Program Meetings		16		64	16				16	\$ 18,442.88	\$ 100.00	(M) \$1,447.00	\$9,647.00	\$1,689.00	\$2,804.00	\$ 34,129.88	
1.4	Monthly Reports and Invoicing	4			30				30	30	\$ 12,392.32		\$0.00	\$5,257.00	\$1,515.00	\$389.00	\$ 19,553.32	
1.5	Annual Report	2	2	2	16	2			4	8	\$ 5,467.72		\$0.00	\$0.00	\$0.00	\$0.00	\$ 5,467.72	
	TASK 1 SUBTOTAL	23	20	4	238	20	0	0	109	130	\$ 79,012.95	\$ 100.00	\$ 2,202.00	\$ 16,385.00	\$ 4,472.00	\$ 4,401.00	\$ 106,572.95	
Task 2	Program Management																	
2.1	Program Management Plan	8	40		40					20	\$ 18,250.04		\$0.00	\$4,356.00	\$0.00	\$0.00	\$ 22,606.04	
2.2	Public Outreach	20			40			40			\$ 15,104.80		\$18,936.00	\$0.00	\$0.00	\$0.00	\$ 34,040.80	
2.3	Rehabilitation Guidelines and Specifications	8	20		20	20				8	\$ 12,409.56		\$0.00	\$2,961.00	\$2,993.00	\$4,095.00	\$ 22,458.56	
2.4	Lateral and Downspout Disconnection Policies	20			40						\$ 10,305.60	\$ 100.00	(M) \$1,660.00	\$3,948.00	\$0.00	\$0.00	\$ 16,013.60	
2.5	Downspout Disconnection		4		16		40		4	4	\$ 9,259.96		\$2,485.00	\$0.00	\$0.00	\$0.00	\$ 11,744.96	
2.6	Private Commercial Catch Basin Reconnection		4		16		40		4	4	\$ 9,259.96		\$2,003.00	\$0.00	\$0.00	\$0.00	\$ 11,262.96	
	TASK 2 SUBTOTAL	56	68	0	172	20	80	40	8	36	\$ 74,589.92	\$ 100.00	\$ 25,084.00	\$ 11,265.00	\$ 2,993.00	\$ 4,095.00	\$ 118,126.92	
Task 3	Flow Monitoring and Analysis																	
3.1	Flow Monitoring and Analysis	1			16						\$ 3,019.88		\$0.00	\$37,133.00	\$0.00	\$0.00	\$ 40,152.88	
3.2	Basin 10, 8, and 5 Model Recalibration				4						\$ 715.60		\$0.00	\$26,320.00	\$0.00	\$0.00	\$ 27,035.60	
	TASK 3 SUBTOTAL	1	0	0	20	0	0	0	0	0	\$ 3,735.48	\$ -	\$ -	\$ 63,453.00	\$ -	\$ -	\$ 67,188.48	
	WORK ORDER 1 SUBTOTAL																\$ 291,888.35	
Work Order No. 2																		
Task 4	Condition Assessment for Sewer Basin 8																\$100,000	
Task 5	Work Order Development																\$10,000	
Task 6	Pre-Design Investigations																\$100,000	
	WORK ORDER 2 SUBTOTAL																\$210,000	
Work Order No. 3																		
Task 7	Design Services for Project No. 1																\$450,000	
Task 8	Utility Coordination																\$50,000	
Task 9	Right-of-Way and Easement Acquisition Services																\$50,000	
Task 10	Bidding Services																\$50,000	
Task 11	Construction Management Services																\$300,000	
	WORK ORDER 3 SUBTOTAL																\$900,000	
	Task Order Total	80	88	4	430	40	80	40	117	166	\$ 157,338.35	\$ 200.00	\$ 27,286.00	\$ 91,103.00	\$ 7,465.00	\$ 8,496.00	\$ 1,401,888.35	

Depending on availability, actual staff usage may not match the above estimated hours breakdown. Billing rates for all staff are listed in the Rate Schedule.

FEE SUMMARY	
Work Order No. 1 Wallis Labor Breakdown	\$ 157,338.35
Wallis Expenses	\$ 200.00
(M) = Mileage at current IRS Rate, (P) = Printing	
Subconsultants	
JLA	\$ 27,286.00
Leeway	\$ 91,103.00
BC	\$ 7,465.00
Keller	\$ 8,496.00
NOTE: Fee includes 5% markup	
Allocations	
Work Order No 2	\$210,000
Work Order No. 3	\$900,000
TOTAL BUDGET	\$ 1,401,888.35

RATE SCHEDULE

Rate Schedule good through December, 31, 2023

<u>Title</u>	<u>Range</u>	
Associate Engineer	\$157.48	\$157.48
Senior Engineer	\$214.25	\$214.25
Engineering Manager I - VI	\$184.25	\$211.04
Project Engineer I - IX	\$127.48	\$178.90
Staff Engineer I - IV	\$106.06	\$125.34
Engineering Intern I - III	\$65.35	\$72.84
Designer	\$124.26	\$149.97
Landscape Architect	\$160.68	\$160.68
Construction Manager	\$139.26	\$139.26
Inspector	\$97.49	\$114.63
Technician I-IV	\$85.70	\$126.40
Administrative I – VI	\$51.42	\$115.69

These hourly rates include in-house office expenses, photocopying, and other incidental items. Mileage will be reimbursed at the current standard IRS rate. Outside expenses will be billed at cost plus 10%.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 9b.

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

2. Payment.

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

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

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

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

3. Independent Consultant Status.

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

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

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

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

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

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

4. Early Termination.

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

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

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

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

5. No Third-Party Beneficiaries. City and

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

Item 9b.

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

6. Payment of Laborers; Payment of Taxes.

(a) Consultant shall:

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

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

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

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

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

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

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

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

7. Subconsultants and Assignment.

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

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

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

10. Compliance With Applicable Law.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 9b.

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

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

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

13. Indemnity and Insurance.

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

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

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

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

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

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

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

Item 9b.

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

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

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

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

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

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

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

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

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

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

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

24. Arbitration.

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

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

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

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

Item 9b.

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

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

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

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

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

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

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

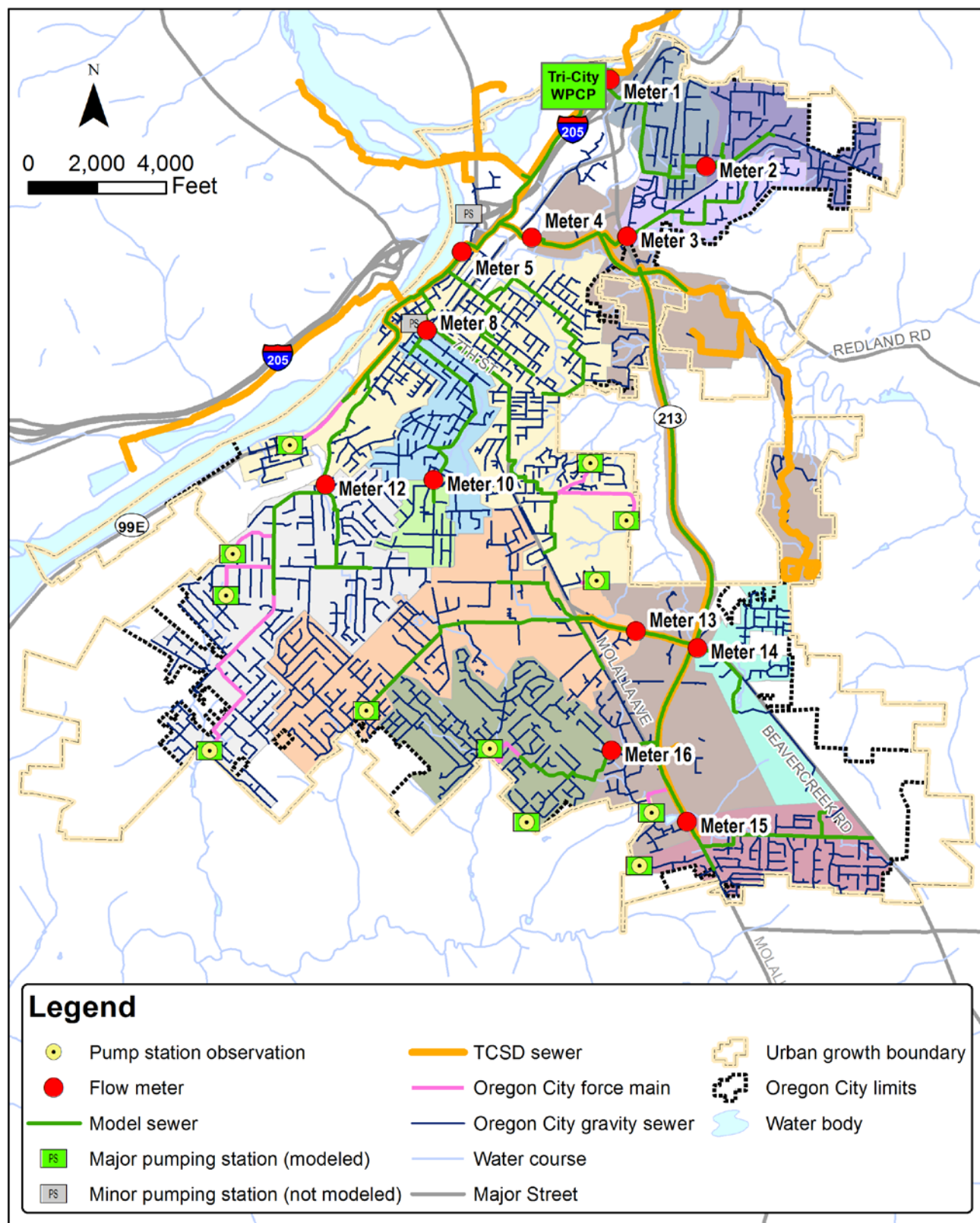


Figure ES-1. Flow meters and pumping stations used for model calibration



**OREGON
CITY**

Public Works

625 Center Street | Oregon City OR 97045
Ph (503) 657-0891 | Fax (503) 657-7892

REQUEST FOR PROPOSALS

for

**Inflow / Infiltration Program Management
FY 2022 – FY 2025**

Project CI 21-015

**Proposals Due: September 30, 2021
at 3 p.m.**

Issuance Date: September 1, 2021

LATE PROPOSALS WILL NOT BE ACCEPTED

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SECTION 1 – GENERAL INFORMATION

1.1 Introduction

The City of Oregon City (City) provides sanitary sewer collection services to nearly 33,000 people spread across an area of approximately 9.3 square miles. Current users of the sanitary sewer collection system total over 10,400 connections, including 9,740 residential, approximately 520 commercial, and 130 industrial. The City owns the following infrastructure: over 148 miles of gravity pipelines ranging in size from approximately 2 to 36 inches in diameter; 3,700 manholes; 12 (major) pumping stations; and 6 miles of sanitary force mains. A majority of the sewer system was built after 1980 with much of the sewer pipes being constructed of poly-vinyl chloride.

The City completed the Sanitary Sewer Master Plan in 2014, which provides guidance on capital improvement projects for City projects as required to convey the existing and future wastewater flows to the Water Environment Services (WES) trunks and interceptors, and eventually to the Tri-City Water Resource Recovery Facility. The City's buildout population is expected to reach 52,500 by the year 2035, with most of the growth occurring around the fringes of the existing city limits.

The 2014 Sanitary Sewer Master Plan identified the need to develop and implement a sewer rehabilitation and replacement (R&R) program to preserve and upgrade the condition of the sewer system as well as to control and reduce infiltration / inflow (I/I). While many of the City's sewers are relatively new and in good condition, some areas are likely worse than others, and defects will become more prevalent as the system ages. I/I is relatively high in some areas, contributing to capacity shortfalls in the City's and WES's systems.

To understand the hydraulic needs of the sanitary sewer collection system, 12 flow meters were installed in January 2012 and monitored the City's system for approximately 3 months. In addition, data from six of the City's major pumping stations were collected. Flow and pumping station data were then input into a Storm Water Management Model, and the model was used to simulate flows in the sanitary sewer collection system for existing and future flow conditions. The locations of flow monitors and pumping stations used to calibrate the model and the model extents are shown in Figure ES-1.

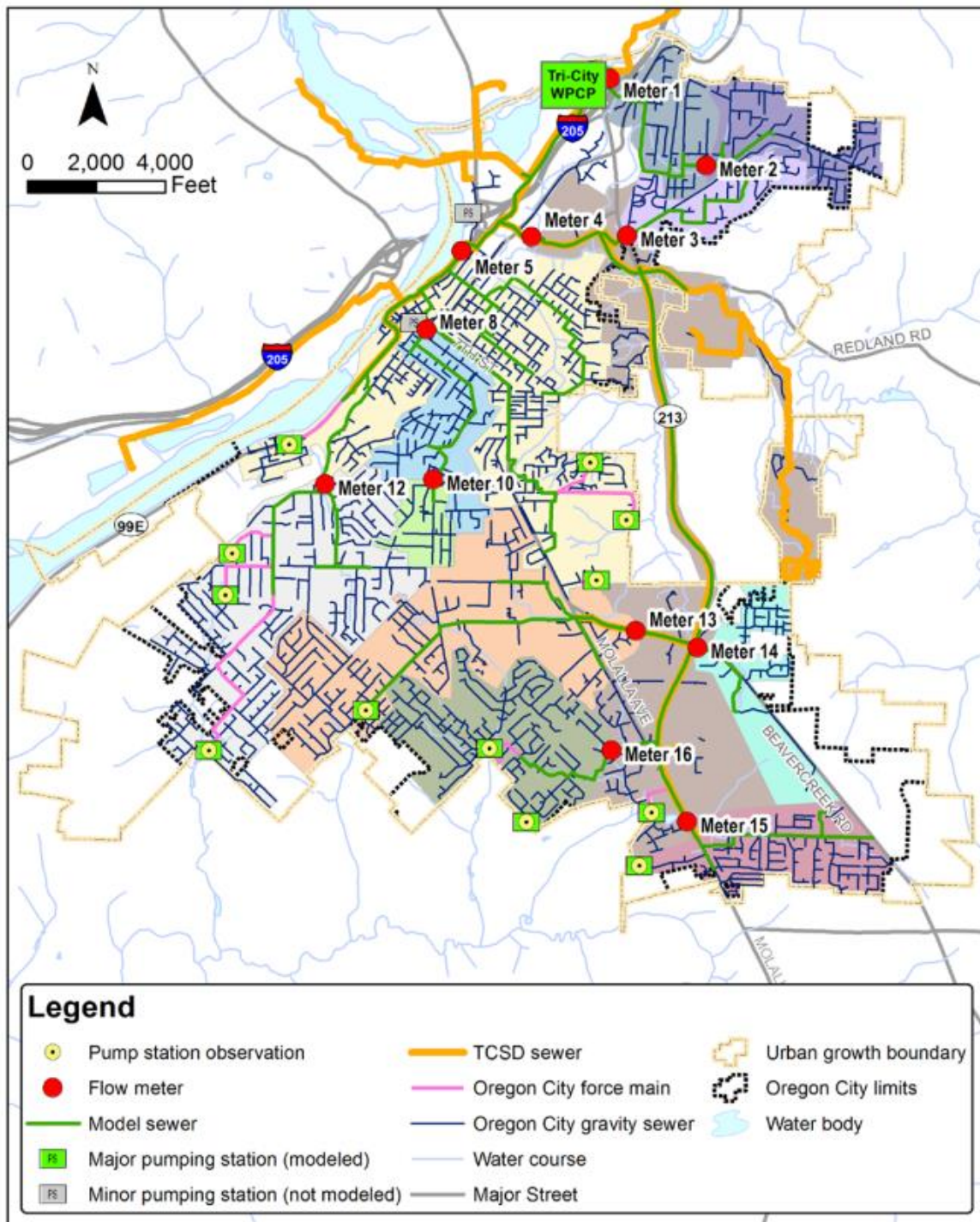


Figure ES-1. Flow meters and pumping stations used for model calibration

As shown in Table ES-5 from the Sanitary Sewer Master Plan, Basins 8, 5, and 12 (all in the South Zone) contribute the highest I/I rates when normalized by sewershed area or pipe length. Basins 8 and 5 together contribute 49 percent of the peak wet weather I/I but comprise only 29 percent of the sewershed area and 29 percent of the sewer main footage in the city.

Table ES-5. Wet Weather Flows for Existing Conditions

Meter no. ^g	Estimated sewershed ^a , acres	Meter basin pipe length, inch-miles	Average dry weather flow, mgd ^b	Peak 10-year flow, mgd	Peak I/I flow, mgd	Peak I/I low, gpad ^c	Peak I/I flow, gallons per inch-mile per day ^f	Ratio of peak wet weather flow to average dry weather flow
1	143	56	0.07	0.6	0.5	3,467	8,907	8
2	145	48	0.08	1.0	0.9	6,158	18,598	13
3	107	33	0.09	0.5	0.5	4,236	13,533	6
4	377	197	0.51	1.9	1.4	3,591	6,883	4
5 ^d	717	272	1.00	7.8	6.8	9,417	24,848	8
8 ^e	244	84	0.96	5.0	4.0	16,371	47,635	5
12	513	182	1.00	4.9	3.9	7,570	21,373	5
13	415	145	0.71	3.2	2.5	6,091	17,440	5
14	100	34	0.20	0.6	0.4	4,336	12,935	3
15	209	70	0.12	0.7	0.6	2,719	8,144	6
16	304	103	0.25	1.8	1.6	5,255	15,505	7

^a The sewershed is estimated as the area within a 200-foot buffer of all sewer mains in the meter basin.

^b Dry weather flow estimated based on observed flow data for the period of February 1 to 8, 2012, which was the longest dry period during monitoring.

^c The peak I/I flow per acre is based on the sewershed as the contributing area.

^d The peak simulated flow shown for Meter 5 excludes approximately 16 mgd, which is the estimated contribution from the TCSD conveyance system originating in the City of West Linn.

^e The values for Meter Basin 8 include Meter Basin 10, which was not used for calibration.

^f The gallons per inch-mile per day value is calculated by dividing the peak I/I flow per day by the length of sewer times its diameter in inches.

^g Numbering of flow monitoring locations is not sequential. Data from flow meter No. 10 is not used since flow monitoring results for this site could not be collaborated with City observations.

Infiltration and Inflow Reduction Program Background

The U.S. Environmental Protection Agency's (USEPA) interest in reducing infiltration/inflow (I/I) started in the early 1970s with the Water Pollution Control Act Amendments of 1972. The USEPA recognized that many treatment plant bypasses, failures, and collection system sanitary sewer overflows were the result of high flows associated with wet weather events. Consequently, language was added to National Pollution Discharge Elimination System permits requiring the permittee to take actions to reduce I/I within the sanitary collection system.

WES holds the permit for treated wastewater discharges from the Tri-City Water Resource Recovery Facility. The permit does not have specific requirements or targets for I/I removal. Instead, the permit states that the permittee shall have in place a program for identifying and reducing I/I into the sewage collection system. Annual reports are to be submitted to Oregon Department of Environmental Quality detailing the results of those efforts. Most early I/I reduction programs focused on three phases: analysis, survey, and rehabilitation. The analysis phase identified the priority areas of the collection system that leaked. Survey activities included additional field work to isolate and identify the specific sources of leakage. Also, the survey phase included a cost-effectiveness analysis to ensure that proposed rehabilitation costs were less expensive than the transport and treat approach to the I/I problem. The last phase implemented the recommended rehabilitation and/or replacement projects.

1.2 Budget

Based on current adopted budget (FY 2021-2023) and future rate revenue projections, the City is programming to spend \$18,175,000 on its I/I reduction program between now and June 30, 2025. The estimate is flexible within the program line items but must remain within the total budget. The program estimate is based on the following annual allocations:

Fiscal Year 2021-22	\$1,400,000 Budget Adopted
Fiscal Year 2022-23	\$5,700,000 Budget Adopted
Fiscal Year 2023-24	\$5,500,000 Budget Estimate
Fiscal Year 2024-25	\$5,575,000 Budget Estimate

1.3 Proposal Request

The City of Oregon City, through the Public Works Department, is requesting proposals from firms that are interested in providing program management services to the City for the **Inflow/Infiltration Program Management – FY 2022 to FY 2025** (hereinafter referred to as the "Program").

This Request for Proposals (RFP) contains the necessary information to understand the basic scope of work and responsibility, the consultant selection process, and the required documentation in submitting a proposal. No pre-proposal meeting will be held. Questions should be submitted through the bid site. **The last day for questions is five (5) business days prior to the proposal due date.**

Proposers responding to this proposal request must follow the directions stated within this RFP. Proposals should be prepared simply and economically. Special bindings, promotional materials, etc., are not necessary. Emphasis should be on completeness and clarity of the content.

1.5 Schedule

RFP Released	September 1, 2021
Proposal Due	September 30, 2021 at 3 p.m.
Staff Review of Proposals	October 1 – October 21, 2021
Selection of Proposal	October 22, 2021
Contract Negotiations	October 22 – November 22, 2021
Contract Award at City Commission	* December 1, 2021
Kick-off Meeting	* Week of December 6-10, 2021

* These dates are approximate and subject to change.

1.6 Submitting Proposals

Written proposals in response to this RFP must include six (6) hard copies and one (1) electronic pdf copy provided on a thumb drive. Proposals are due no later than **3:00 p.m. local time on Thursday, September 30, 2021**, and shall be delivered to 625 Center Street, Oregon City, OR 97045. The proposal must be submitted in a sealed envelope, clearly marked as follows:

SEALED PROPOSAL – Due at 3 p.m. on Thursday, September 30, 2021
Proposal for Inflow/Infiltration Program Management: FY 2022 – FY 2025
Attention: Bob Balgos

The outside envelope/box must also include the name and address of the bidding firm.

Failure to clearly identify the Proposal in the subject line may cause misrouting of the Proposal and late delivery, resulting in disqualification.

Fax submissions or email copies will not be accepted. Proposals must be received by the date and time noted above. Submittals that are late, incomplete, or misdirected will be considered non-responsive, with no exceptions. The City of Oregon City relies on the City's computer system's clock to determine the correct time and is not responsible for any delays or difficulties experienced in the submittal of a Proposal. Please do not wait until the last minute to submit your proposal.

1.9 Public Records

Any material submitted by the proposer shall become the property of the City unless otherwise specified. During the evaluation of proposals and the selection of the Consultant, the proposals shall be confidential. After the selection process has been completed, the proposals shall be open to public inspection. Proposals should not contain any information which the proposers do not wish to become public. If it is necessary to submit confidential information in order to comply with the terms and conditions of this RFP, each page containing confidential information should be clearly marked "NOT FOR PUBLIC DISCLOSURE - CONFIDENTIAL TRADE SECRETS". The City accepts no liability for the inadvertent or unavoidable release of any confidential information submitted, and claims arising out of any public records request for such information shall be at the proposer's expense.

SECTION 2 – SCOPE OF WORK

2.1 Introduction

The City believes a well-maintained sanitary sewer system is critical to public safety and the quality of life for the City's citizens. To that end, the City has established a goal to improve the overall quality and condition of its sanitary sewer system through annual budget appropriations. The City lacks sufficient internal resources to keep up with the funding strategy and is, therefore, seeking assistance from a qualified Program Management Team to deliver the I/I Reduction Program over the next 4 years.

2.2 General Overview and Approach

The City of Oregon City is seeking a comprehensive Inflow/Infiltration Program Management Team that can form and deliver the complete program in a highly efficient and effective manner no later than **June 30, 2025**, with an option to extend the program by the City if desired. The Program Management Team (referred to as the "Consultant") will be responsible for all aspects of the program.

In order to effectively and efficiently deliver the I/I Program, the City believes the following deliverables and tasks shall be completed within 15 months of contract execution as a pilot program. These deliverables include, but are not necessarily limited to, the following:

- Program Management Plan
- Public Outreach Plan
- Condition Assessment of Basin 8 (McLoughlin Basin), and a recommended approach to sub-basin for moving forward
- Develop Rehabilitation Guidelines and Specifications
- Providing the design, bid documents, bidding assistance, and construction services of Basin 8
- CCTV inspection services of remaining sub-basins in Basin 8, including scheduling and contract management
- Flow monitoring services to collect pre- and post-construction flow data and provide analysis report of Basin 8
- Flow monitoring services to collect post-construction flow data and provide analysis report of the Basin 10 (Rivercrest Basin) Project
- Assist with the I/I Private Lateral Policy Adoption

2.3 Background

In 2014, the City adopted the Sanitary Sewer Master Plan. Through investigations with flow monitoring, smoke testing, and data collection of the pump stations, evidence shows several areas of the city have high inflow and infiltration. Reducing the amount of I/I in the collection system can improve the hydraulic capacity of the existing system such that some pipes may not need to be replaced to convey future flows. It also reduces unnecessary subsurface water and surface water entering the sanitary sewer system. The City is in need of an I/I Reduction Program consisting of I/I projects with work including sewer rehabilitation and replacement, service lateral repair and replacement, sewer

manhole rehabilitation and replacement, and potentially the construction of new sanitary sewers.

2.3.1 Sanitary Sewer Master Plan

The 2014 Sanitary Sewer Master Plan recommends that the City develop and implement a sewer rehabilitation and replacement (R&R) program to preserve and upgrade the condition of the sewer system and control and reduce infiltration/inflow (I/I). While many of the City's sewers are relatively new and in good condition, some areas are likely worse than others, and defects will become more prevalent as the system ages.

2.3.2 Flow Monitoring

Twelve flow meters were installed from mid-January through mid-April 2012 to collect information about wastewater flows in the conveyance system. Flow meters were distributed throughout the wastewater conveyance system to capture flow data for each of the major branches of the piped system. The flow monitoring information was used to develop dry weather flow diurnal patterns and calibrate wet weather response to rainfall.

Through flow metering, the Master Plan identified areas in the City experiencing I/I. Table D-2 in the Master Plan highlights meter basins contributing the highest I/I per pipe length.

Meter no.	Model zone	Ranking, I/I flow by pipe length	Peak I/I flow, mgd	Cumulative I/I flow, mgd	Cumulative total I/I, percent	Cumulative pipe length, inch-miles	Cumulative total pipe length, percent
8	South	1	4.0	4.0	17	84	7
5	South	2	7.4	11.4	49	356	29
12	South	3	3.7	15.1	64	538	44
2	North	4	0.9	16.0	68	586	48
13	Central	5	2.5	18.5	79	731	60
16	Central	6	1.6	20.1	86	834	68
3	Central	7	0.5	20.6	88	867	71
14	Central	8	0.4	21.0	90	901	74
1	North	9	0.5	21.5	92	956	78
15	Central	10	0.6	22.1	94	1,026	84
4	Central	11	1.4	23.5	100	1,223	100

2.3.3 Smoke Testing

Smoke testing was conducted in meter basins 5, 8 and 10 during October through December 2016 and August, 2018. At the time, the City decided to limit the smoke testing efforts to locations identified with the highest rates of I/I. Meter basins 5 and 8 contained the highest concentration of smoke testing incidents. A total of 22 potential public cross-connections between the stormwater and sanitary sewer systems were identified during the smoke testing. There were 32 private downspouts, 4 private commercial connections, and 10 service laterals identified as potential leak sources.

2.3.4 5-Year I/I CIP

The City previously contracted with Murraysmith to prioritize I/I projects by developing a 5-year I/I CIP. Projects were split up into two categories: inflow removal and infiltration reduction. Inflow removal projects are separated into two sub-categories: inflow in City right-of-way and inflow in private property.

The first I/I project completed was an inflow removal project, referred to as the Storm Sewer Extensions Project in the I/I 5-year CIP. The project removed known stormwater catch basins that previously connected to the sanitary system in the City's right-of-way. Stormwater extensions were constructed to appropriately connect the catch basins. The project was completed in early 2021.

The City is now focused on addressing infiltration reduction in meter basin 10. Basin 10, also known as the Rivercrest Basin, is led by City staff and is currently underway in the design phase, with construction anticipated in Winter through Summer, 2022. The Rivercrest Basin I/I Project includes rehabilitation and/or repair of approximately 14,000 LF of pipe, approximately 214 service laterals (public side), and 38 manholes. Private-side lateral rehabilitation is not included in the project. Following the Rivercrest Basin Project, meter basins 8 and 5 are the next targeted areas for I/I projects which may include private-side lateral rehabilitation.

2.4 Resources

The following list includes existing plans, reports, documents, standards, drawings, and information that will be helpful in better understanding the program:

- a. Sanitary Sewer Master Plan
<https://www.orcity.org/publicworks/sanitary-sewer-master-plan-0>
- b. Flow Monitoring Data (Attachment B)
- c. Smoke Testing Results (Attachment C)
- d. 5-Year CIP Plan (Attachment D)
- e. Sanitary Sewer Design Standards
https://www.orcity.org/sites/default/files/fileattachments/public_works/page/4537/sanitary_standards_july_2019.pdf
- f. Code Amendments to Chapter 13.08 – Sewer Regulations
https://library.municode.com/or/oregon_city/codes/municipal_code?nodeId=TIT13PUSE_CH13.08SERE
- g. Draft Private-Side Lateral Policy (Attachment E)
- h. Oregon City OCWebMaps geographical information system (GIS) data
https://maps.orcity.org/Html5Viewer_4_14_2/index.html?viewer=OCWebMaps.OCWebMaps

2.5 Program Funding

The I/I program is funded with sanitary sewer rates. The proposed funding for the program is as follows:

Fiscal Year 2021-22	\$1,400,000 Budget Adopted
Fiscal Year 2022-23	\$5,700,000 Budget Adopted

Fiscal Year 2023-24	\$5,500,000 Estimate
Fiscal Year 2024-25	\$5,575,000 Estimate
Total	\$18,175,000

2.6 Scope of Professional Services and Responsibility

Consultant shall provide adequate personnel and resources to accomplish the objectives of this Program. Consultant shall provide a wide range of responsible and responsive professional engineering services including, but not limited to, program management, utility design, utility relocation coordination, right-of-way acquisition, public outreach, surveying, traffic engineering, geotechnical engineering, permitting, landscape architecture, specifications, construction management, and inspection services. Consultant is expected to provide a highly qualified and experienced team and be able to deliver satisfactory products and services on schedule and budget.

Essential tasks are listed in the following sections and shall be included at a minimum in the proposer's proposal and schedule. Consultant is highly encouraged to propose changes or additions to the scope of services as identified below if the Consultant believes that these changes will provide added benefit to the Program.

Consultant shall develop a team to facilitate the delivery of the program. Subconsultants will be required to deliver a minimum of 60% of the combined total cost of the Design Services (Task C) and Construction Management Services (Task G). How the Consultant proposes to divide up the work related to Design Services and Construction Management Services shall be clearly identified in the Proposal. The remaining 40% of the Design Services and Construction Management Services may be delivered by the consultant holding the contract with the City. Consultant shall be held responsible to oversee the subconsultant contracts, services, and deliverables. Consultant shall provide contract management for all work in the Program.

The extent of work will consist of construction projects in Basins 8 and 5. It is assumed approximately 30,000 LF of sewer mainline pipe, 290 service laterals, and 168 manholes are identified in Basin 8; and approximately 118,000 LF of sewer mainline pipe and 2,180 service laterals are identified in Basin 5. The number of manholes in Basin 5 is yet to be identified but would be considered part of the project.

Task A – Program Administration

Consultant shall oversee their team, including all subconsultants necessary to complete the Program. Consultant shall manage and coordinate all components of the Program and take a proactive role in keeping all tasks on schedule and budget and ensure timely completion of the Program. Consultant shall provide excellent communication with the City and shall identify their approach to communication in their proposal under Program Approach and Understanding.

Consultant shall ensure full coordination with City staff and be responsive to any email and telephone discussions, in addition to the minimum meetings as listed

under various tasks in the scope of work. Consultant shall be in contact with the City frequently enough to ensure a timely City review of deliverables. Consultant is expected to work with all subconsultants in a responsible manner. Consultant shall perform or oversee all, but not limited to, the following Program Administration sub-tasks:

A-1 Administration

Provide exceptional performance in program leadership, schedule management, tracking program budget and expenditures, quality control and assurance, maintaining accurate record keeping, and follow-up on all action items. Deliver the entire Program within the prescribed budget and on schedule. Any possible modifications of the scope shall be identified in early stages such that action plans can be developed to avoid or minimize impacts to the budget and/or schedule.

Schedule and lead project meetings including preparation of all Program-related agendas and meeting minutes. Note that the City may record any meetings.

A-2 Kickoff Meeting

Consultant shall organize a virtual kickoff meeting with City staff to achieve the following:

- Define program goals
- Review program scope and management approach
- Identify program structure: roles and responsibilities of key program staff
- Communication and coordination approach
- Review program schedule and deliverables
- Identification of key stakeholders
- Identify and discuss critical path items

A-3 Program Meetings

Consultant shall lead a virtual monthly program meeting with City staff and any Subconsultant's leads working on tasks to achieve the following:

- Review Program schedule and deliverables
- Provide update on program budget
- Identify and discuss critical path items
- Facilitate decision making

Consultant shall hold bi-weekly virtual check-in meetings with City's Project Manager.

A-4 Monthly Reports and Invoices

Consultant shall submit a Monthly Report that includes the following:

- Monthly invoice with format that meets with City approval.
- Summary of the work accomplished to date including a statement on the overall Program budget and schedule. The detailed cost summary shall be detailed out by task and sub-task, including % of

task complete and \$ value this month and to date, and the % and \$ value of the total Program completed.

- A description of any unanticipated events, and how issues are being resolved. This shall include any adjustments to the schedule for the Program as well as Program costs.
- A summary of the Public Outreach Work and Communications completed that month.

A-5 Annual Report

Consultant shall submit an Annual Report within forty-five (45) days of the end of the calendar year that includes the following:

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

Task B – Program Management

Consultant will be accountable to the City for program schedule, budget, and quality for all project elements comprising the overall program. The Program Manager will provide leadership and resources to manage and facilitate the work of the teams formed to complete each project. The Program Manager will be responsible for reviewing/approving project plans for conformance with the program strategy, plan, schedule, and all other applicable specifications, codes, and standards. The Program Manager will function as a liaison for transfer of information between project management teams, and City leadership, and will conduct periodic briefings/status updates.

B-1 Program Management Plan

Consultant shall develop a program management plan that will be reviewed and approved by the City. A draft plan shall be shared with the City to discuss at the kickoff meeting. The plan will include the following:

- Communication
- Team Structure
- Coordination with City
- Project Development and Scoping
- Project Scheduling and Execution
- Management of Subconsultants and Contractors

B-2 Public Outreach

Consultant shall prepare a general public outreach plan that can be used for each project of the program. This shall include methods of outreach, key messaging, and timing of outreach. Consultant shall create general

flyers that can be shared with the project areas during each project and placed on the City website. These would be flyers about what the City is doing, why we are doing it, what the homeowner will experience, etc. These flyers would be focused on the following:

- CCTV
- Smoke Testing
- Pipe and Manhole inspections on private property
- Construction (CIPP, Pipe Bursting, and Open Cut Methods)
- Downspout Disconnection
- Private Commercial Catch Basin Reconnection

B-3 Rehabilitation Guidelines and Specifications

Consultant shall create rehabilitation guidelines that will be reviewed and approved by the City. The rehabilitation guidelines will include the following topics:

- Guidelines for which rehabilitation method will be used for various conditions encountered during condition assessment work.
- Limits of the work for projects that include private laterals, as well as projects that do not include private laterals.

Consultant shall prepare a template scope of work that would be used for all subconsultants, design services, and construction management services completed as part of this program. This includes but is not limited to survey limits, level of detail of the plan sheets, and level of inspection services during construction.

Consultant shall develop standard technical specifications specials for each type of rehabilitation that will be used during the program. The City currently utilizes the 2021 Oregon Standard Specifications for Construction. This will provide consistent and streamline contract document development and review.

B-4 Lateral and Downspout Disconnection Policies

Consultant shall assist City staff in finalizing the private property I/I source removal policy and downspout disconnection policy. This includes a review of the draft policy, providing recommendations to the policy, and preparing for and presenting at up to two City Commission meetings. The objective in the City Commission meetings is to adopt the policy which may include establishing a fee for property owners for reducing I/I on the private-side laterals.

B-5 Monitoring Assessment

Consultant shall provide flow monitoring services to collect data before and after each project is complete, including the Basin 10 (Rivercrest Basin) project which is outside the scope of this program. Locations of flow monitoring shall be the downstream manhole of each project or where appropriate. Consultant shall perform data processing and analysis for all data collected. This includes preparing and delivering periodic flow reports.

All data should be available to view and export from a website and/or software provided by the consultant or contractor for a date range entered by the user. Consultant shall conduct a customer training on website and/or software navigation and features, including report generation. Technical support shall be provided on as-needed basis. At the end of the project, all data collected shall become the property of the City.

Consultant shall provide flow monitoring services for Basin 16 (Settler's Point) for further I/I analysis.

B-6 Smoke Testing

Consultant shall provide smoke testing services with City's authorization. Testing shall include dye testing if necessary. Consultant to assist the City with defining the elements and implementing smoke testing to further identify I/I locations and potential sources. This includes assessing and documenting various I/I sources through smoke testing activities and reporting on all findings. Record all incidents on the field sheet template approved by the City. Final report shall include detailed visual inspections and locations of all instances of observed smoke. Consultant shall coordinate closely with the City to confirm that all necessary public outreach, including notification distribution, has been completed within the required lead time, prior to start of smoke testing.

Smoke testing is anticipated to take place in Basin 16 and areas of Basin 5 that were not previously smoke tested.

B-7 CCTV Inspection

Consultant shall determine where CCTV inspections are necessary and provide closed-circuit television inspection services. CCTV inspections shall include preparatory cleaning of the entire sewer section before conducting the inspection. Final deliverable shall include CCTV videos of the sewer interior of the mainlines, laterals when necessary, and detailed inspection logs. CCTV videos shall be delivered in a format acceptable to the City. Consultant shall coordinate closely with the City to confirm that all necessary public outreach, including notification distribution, has been completed within the required lead time prior to start of CCTV inspections.

B-8 Downspout Disconnection

Upon adoption of the downspout disconnection policy, Consultant shall plan the implementation of the downspout disconnection project. This includes public outreach, educating the public of the disconnection policy, providing smoke test results to homeowners, and recommendations as outlined in the policy. A total of 32 downspouts were detected as potential illegal connections to the sanitary sewer.

B-9 Private Commercial Catch Basin Reconnection

Consultant shall plan the implementation of the private commercial inflow reduction project. This includes sending out notices and smoke test results

to commercial owners of the illegal connection and providing recommendations to properly eliminate the inflow source. About 5 private catch basins were detected as potential illegal connections to the sanitary sewer.

B-10 Sanitary Sewer Condition Assessment and Pre-Design

Consultant shall be responsible for completing and reviewing all investigative work necessary to complete a condition assessment and pre-design work. This includes review of already completed work by the City, CCTV condition assessment of the existing pipes and manholes in the basin, recommendation on repairs of existing system in the basin, as well as any additional condition assessment work necessary to complete this task.

Consultant shall review Basins 8, 5, and 16 and recommend a scope of services and any sub-basins/project limits for each proposed design and construction project. This shall include a recommendation on which rehabilitation method is identified for all pipes and manholes in the project area; a preliminary schedule for design, bidding, and construction, identification of any utility relocations/coordination necessary; identification of design and construction constraints, as well as a preliminary cost estimate of the project. Tasks may include topographic surveying, reviewing and validating existing utility easements, geotechnical investigations, environmental impact assessments, and preparing pre- and post-construction record of survey. Design and construction of all recommended projects within Basins 8 and 5 are intended to be completed with this program. The design and construction of the recommended project in Basin 16 is not expected to be completed within this program.

Task C – Design Services

Consultant shall provide deliverables, including 60%, 90%, and Final Plans, for each project identified. Design submittal packages shall include at a minimum an engineer's cost estimate, updated schedule, and applicable specifications.

Consultant shall prepare complete contract documents, including the front section of the bid document (using the City template), bid schedule, and specifications.

Design services shall include any permitting necessary. Consultant shall work with other agencies as needed to coordinate delivery of program elements that cross jurisdictional boundaries, including Clackamas County, Union Pacific Railroad, U.S. Army Corps of Engineers, Oregon Department of Environmental Quality, Oregon Department of State Lands, and Oregon Department of Fish and Wildlife.

Preferred staff review time for deliverables will be three weeks, but a minimum of two weeks will be provided.

Task D – Utility Coordination

Consultant shall identify and lead all work related to franchise utility coordination and relocation work required to ensure that all franchise utilities identified in the corridor are aware of the Program and prepared with relocation plans, if necessary. Consultant shall hold utility coordination meetings with all franchise utility providers along the corridor following the 60%, 90%, and final plans, if necessary. Contractor shall take the lead on all utility relocation coordination once the project is awarded. Consultant shall be responsible to oversee that the contractor is coordinating the necessary franchise utility work.

Task E – Right-of-Way and Easement Acquisition Services

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

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

Task F – Bidding Services

Consultant shall conduct a pre-bid meeting (if required), respond to bidder inquiries, prepare technical addenda, review bids received (including pricing), and provide a Recommendation to Award Letter.

Task G – Construction Management Services

Consultant shall provide all construction management services necessary to support the Program. This work shall include, but is not limited to, attending preconstruction meeting, reviewing shop drawings and material submittals, performing all necessary inspections and providing daily inspection reports, attending progress meetings, reviewing and making recommendation on contractor monthly progress payments, responding to all RFI's, conducting final walk through and punch list, and providing final asbuilt record drawings and a post-construction survey. The City shall not be responsible for any construction management services.

2.7 City's Responsibility

The City will perform the following tasks:

1. Provide a Program Manager/Engineer responsible for the overall program management and coordination between the Consultant and the City, and with any of the City's other service providers.

2. Provide legal review of all contract documents.
3. Make available City policies, regulations, guidelines, and records such as as-built information and geographically referenced GIS maps, as available.
4. Assemble and transfer all required information and data, both hard copy and electronic, at no charge to the Consultant.
5. Coordinate communication among City staff and provide a unified guidance/direction to the Consultant.
6. Coordinate staff review. Preferred staff review time for all deliverables will be three weeks, but a minimum of two weeks is required.
7. Ensure that City staff members provide timely responses to questions and be available for any meetings requested by the Consultant. Meetings between City staff and the Consultant will take place virtually.
8. Review construction plans, specifications, and cost estimates.
9. Review and process Consultant's monthly payment requests.
10. Negotiate any contract amendments, as needed.
11. Perform other tasks as negotiated.

SECTION 3 – PROPOSAL REQUIREMENTS, EVALUATION, AND SELECTION

3.1 Proposal Format

Proposals should be prepared simply and economically, providing a straightforward, concise description of proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of the content.

The City, at its sole discretion, has the right to negotiate with any or all proposers regarding their proposals. Additionally, the City may reject or accept any or all proposals or parts thereof, submitted in response to this RFP.

The City recognizes that in the submittal of proposals, certain information is proprietary to the proposer and that the safeguarding of this information is necessary. Accordingly, the City will make every effort to prevent any disclosure of data supplied by any proposer where the proposer identifies those portions of its proposal that are proprietary. See Section 1.6, Public Records.

The City is not liable for any costs incurred by proposers in the preparation and/or presentation of their proposals.

3.2 Evaluation Criteria

All proposals shall include the information identified in the following table and be presented in the order as indicated. The total number of pages for the proposal shall not exceed 12 pages, plus the Program Schedule. The evaluation criteria and maximum possible points are noted for each item of information. An explanation of each item appears immediately in the following sub-sections.

CONTENT AND EVALUATION CRITERIA	MAXIMUM SCORE
1. Proposer Qualifications Checklist	Pass/Fail
2. Introductory Letter	10
3. Key Personnel Qualifications	30
4. Program Understanding and Approach	40
5. Program Schedule*	20
Total Points	100

*A front cover is not counted in the page limit requirements. Each page shall be 8-1/2" x 11", unless otherwise noted. When using double-sided printing on 8-1/2" x 11" pages, each side of the page is counted as one page. The Program Schedule shall not be included in the not to exceed 12 pages, and will be allowed to be 11" X 17", double sided.

3.3 Content of Proposal

All proposals shall include information identified below and be presented in the order as indicated. An explanation of each item appears immediately in the following sub-sections.

3.3.1 Proposer Qualifications Checklist

Provide a completed Proposer Qualifications Checklist in your proposal. See Attachment F for form. Attach an additional sheet if necessary.

3.3.2 Introductory Letter

The introductory letter shall include, but need not be limited to, the following information:

- The name of the firm, as well as the signature, printed name and title, email, and telephone number of both the officer authorized to represent the Consultant in any correspondence, negotiations and sign any contracts that may result and the proposed Program Manager for the Program.
- Provide a statement that the proposal is valid for ninety (90) days after the submission deadline.
- Brief statement of the proposer's understanding of the Program and services to be performed.
- Brief statement that the cost to complete the RFP is at the proposer's expense.
- Brief statement on the proposer's opinion of the proposed schedule for the Program.
- Positive commitment to perform the requested services within the time period specified, including completing the Program within the timeline in this RFP.
- Statement that the proposer accepts the terms and conditions contained in Attachment A City of Oregon Personal Services Agreement and Standard General Conditions, or identification of items of concern.

3.3.3 Key Personnel Qualifications

Provide a statement that portrays how the qualifications and experience of the Consultant team of key personnel relate to the described work. The City expects commitment and prefers no reshuffling of personnel during the Program.

Consultant shall develop a team to facilitate the delivery of the program. Subconsultants will be required to deliver a minimum of 60% of the combined total cost of the Design Services (Task C) and Construction Management Services (Task G). How the Consultant proposes to divide up the work related to Design Services and Construction Management Services shall be clearly identified in the Proposal. The remaining 40% of the Design Services and Construction Management Services may be delivered by the consultant holding the contract with the City.

The response should address the following:

- **Project Principal:** Provide a resume outlining the experience and qualifications relevant to the Project of the person who would be directly responsible for oversight of the project. Identify any applicable registrations. Indicate the number, size, and type of other projects that will be managed by this person during the time he or she would be managing this Project. Describe the project principals' approach to communicating with the City and leading a project of this size. Describe their ability to establish and maintain functional and productive working relationships, both with the client and key personnel working under them.
- **Program Manager:** Provide a resume outlining the experience and qualifications relevant to the Program of the person who would be directly responsible for the Program on a day-to-day basis. Identify any applicable registrations. Indicate the number, size, and type of other Programs that will be managed by this person during the time he or she would be managing this Program. Describe the Program manager's approach to communicating with the City and leading a Program of this size. Describe their ability to establish and maintain functional and productive working relationships, both with the client and key personnel working under them.

Provide details of three other similar Programs that this Program Manager has recently successfully managed, including the following information for these Programs: agency; agency contact name, title, email, and phone number; Program name and Program costs for both design and construction.

- **Key Personnel:** This shall include individual project managers, technical leads (utility design, utility relocation coordination, right-of-way/easement acquisition, public outreach, surveying, geotechnical engineering, permitting, specifications, construction management, and inspection services), as well as other key staff and/or subconsultants proposed as part of your team working on the Program. Provide a brief resume outlining experience of key personnel who would support and contribute to the Program until its completion. The summary shall include each team member's name, company, area of responsibility, expertise, experience, registrations and qualifications for this work, work history and/or relationship with subconsultants, as well as experience in similar type programs or work.

3.3.4 Program Understanding and Approach

Project Understanding:

Consultant shall include a summary of their understanding of the Program.

Capabilities and Approach:

Proposers are requested to identify and discuss the following:

- Specialized experience, capabilities, and technical competence.
- Approach to managing the work of subconsultant's and contractor's staff.
- Your approach to effectively managing program budget and budget reporting methods.

- Approach to establishing and implementing a robust internal quality control procedure that will be employed to meet program goals and objectives on time and within budget.
- Describe the approach and methodology of managing work tasks and coordination, sequence and control of field, and office operations to accomplish the work in a timely manner.
- Indicate how the Consultant ensures internal Program progress, quality control, and adherence to the schedule and budget.
- The Program Manager shall provide excellent communication in all aspects of the Program. Please identify your approach to communication and coordination during all phases and aspects of the Program.

Scope of Work, Schedule and Budget:

Include any additional response necessary to provide a complete response to the brief statements included in the Introductory Letter related to the proposer's opinion of the Program scope of work compared to the funding available, and the proposer's opinion of the proposed schedule.

- Based on Section 2.6, Scope of Professional Services and Responsibility, identify and provide details on any recommended additions or changes you would propose to the scope of work to provide a complete and successful Program. These items should also appear in your Program Schedule.
- Based on Section 2.5, Program Funding, identify and provide any additional feedback based on your understanding of the scope of work desired by the City and the funding available.
- Based on Section 1.5, Program Schedule, identify and provide any additional feedback based on your understanding of the scope of work and schedule desired by the City.

Program Priorities:

City staff have identified the short-term top priorities for the Program in Section 2.2. Please provide details on how you will address the following critical program priorities:

- Assisting City in finalizing the private property I/I source removal policy to adoption.
- Developing and implementing a public outreach program prior to first construction project.
- Delivery of Year 1 projects and tasks within adopted budget of FY 2022-23.
- Management of contractors and subconsultants to meet Year 1 deadline.
- Aligning construction schedule with the limited supply of CIPP lining and pipe-bursting contractors.

3.3.5 Program Schedule

Prepare a Program Schedule, from consultant contract award through to completion of projects identified in Section 2.2, General Overview and Approach. The Program Schedule shall present a detailed work plan that describes how the Consultant will organize and conduct the Program by tasks, and shall include,

but not be limited to, the content described in Section 2, Scope of Work.

If the Program can or cannot be completed in the timeframe noted under Section 1.5, Schedule, please show this in your schedule. The schedule should include targeted beginning and completion dates of each task.

The City anticipates awarding the Inflow/Infiltration Program Management contract at the City Commission meeting on December 1, 2021. The Program Schedule included in the response to this RFP shall reflect this start date.

3.2.6 Detailed Consultant Scope and Fee Negotiations

Proposers shall **NOT** indicate the cost or fees for this Program. Consultant selection will be based on qualifications per OAR Division 48.

3.4 Selection of Consultant

3.4.1 Selection Committee

The City's Selection Committee, anticipated to include the Public Works Director, City Engineer, Senior Project Engineer, Project Engineer (Project Manager), and Wastewater Operations Supervisor, will review and recommend to the City Manager that the contract award be made to the proposer that is in the Committee's opinion, best qualified. At this time, it is not anticipated that consultant interviews will occur prior to final selection of a Consultant. In the event that a decision cannot be made based on the information submitted, the City may opt to conduct consultant interviews.

3.4.2 Rejection or Acceptance of Proposals

The City expressly reserves the following rights to:

- a. Disregard any or all irregularities in the proposals.
- b. Reject any or all of the proposals or portions thereof.
- c. Base award with due regard to quality of services, experience, compliance with the RFP, and other factors as may be necessary under such circumstances.
- d. Reject all proposals and re-advertise at the City's sole discretion.

3.4.3 Execution of Contract

The total cost for the Consultant services contract will require approval by City Commission. It is anticipated that the Consultant contract award will occur at the December 1, 2021, City Commission meeting. In order for this to occur, the Scope of Work and fee will need to be finalized by November 26, 2021. In the event the contract is not ready by that time, the Consultant contract award would occur at the December 15, 2021, meeting. The contract should be signed by the Consultant within one (1) week of City Commission award of the contract. The initial deliverables outlined in Section 2.2 will begin upon contract execution.

3.4.4 Protest of Proposer Selection

City will post a Notice of Intent to Award on the City Bids and RFP page. A Proposer who claims to have been adversely affected or aggrieved by the selection of the highest ranked Proposer may submit a written protest of the

selection to the City no later than seven (7) calendar days after the date of the Intent to Award is issued. City will address all timely submitted award protests that are in accordance with OAR 137-048-0240(2).

Protests shall be in writing and physically received by the City no later than 4:00 p.m. on the seventh (7th) calendar day after the date of issuance of the Notice of Intent to Award.

Address protests to:

PROTEST OF AWARD OF RFP FOR INFLOW/INFILTRATION PROGRAM
MANAGEMENT (CI 21-015)

Attn: Bob Balgos
City of Oregon City
625 Center Street
Oregon City, OR 97045

Protests not filed within the time specified above, or which fail to meet the requirements of OAR 137-048-0240(2) shall be rejected.

Attachments:

- A. City of Oregon City Personal Services Agreement and Standard General Conditions
- B. Flow Monitoring Data
- C. Smoke Testing Results
- D. 5-Year CIP Plan
- E. Draft Private-side Lateral Policy
- F. Proposer Qualifications Checklist



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Public Works Director John Lewis

Agenda Date: 04/06/2022

SUBJECT:

Change Order No. 001 and Resolution No. 22-15, A Resolution to Adopt a Budget Adjustment for the 2021-23 Biennium for the Emerick Construction Company Contract to Include Funding for Additional Costs that Have Increased the Original Agreed GMP Amount for the Oregon City Operations Center

STAFF RECOMMENDATION:

Authorize the City Manager to 1) Execute Change Order No. 001 to the Oregon City Operations Center Public Improvement Contract with Emerick Construction Company in the amount of \$379,800.69; and 2) Adopt Resolution No. 22-15 to adopt the Budget Amendment needed to appropriate the spending authority to close out the project. Staff recommend approval.

EXECUTIVE SUMMARY:

The City has adopted an overall and all-inclusive project budget of \$12,800,000 for the construction of the Oregon City Operations Center.

Emerick Construction Co. has the contract to complete the project for the original contract sum of \$10,179,128. Change Order No. 001 will increase Emerick's original contract sum in the amount of \$379,800.69 for a total and final contract sum of \$10,558,929.69.

All totaled, the project budget includes costs for construction but also direct costs for professional services, project administration, permits and fees, and third-party contracts – all of which were to be covered by the overall and all-inclusive budget. Despite project savings in the project's non-construction direct costs, funding Change Order No. 001 will overrun the project budget allocation of \$12,800,000 by approximately \$90,000 which, in accordance with sections of ORS 294, requires a budget amendment.

This item will provide the City Commission with a closeout summary for the Operations Center Project and present Change Order No. 001 with Emerick Construction Co to resolve the final compensation amount for the project. Staff recommends approval.

BACKGROUND:

The Oregon City Engineering and Operations Center has been in the works for years. In 2018, the City acquired the Fir Street site for a new Operations Complex. Since site acquisition, the project progressed and was ready for occupancy in November 2021 and we celebrated its grand opening this year on January 12.

PlanB Consultancy, Inc. has been leading the project as our owner representative, Scott Edwards Architecture as our project Architect, and Emerick Construction as our Construction Manager/General Contractor.

The City has adopted an overall and all-inclusive project budget of \$12,800,000 for the construction of the Oregon City Operations Center. The project budget and project expenditure summary is as follows:

 Oregon City Public Works Operations Center BUDGET STATUS REPORT March 2022	Project Budget	Project Expenses	Variance
CONSTRUCTION COSTS	\$ 10,246,893	\$ 10,558,929	\$ 379,801
DIRECT COSTS	\$ 990,084	\$ 960,849	\$ (29,235)
ADMINSTRATION	\$ 293,910	\$ 293,910	\$ -
OTHER PROFESSIONAL FEES:	\$ 15,000	\$ 20,500	\$ 5,500
PERMITS AND FEES:	\$ 503,125	\$ 182,265	\$ (320,860)
OWNER COSTS/THIRD PARTY CONTRACTS	\$ 750,988	\$ 781,083	\$ 30,095
PROJECT TOTALS:	\$ 12,800,000	\$ 12,797,536	\$ (2,464)

In general, construction cost overruns (Change Order No. 001) have been accounted for and absorbed within the overall project budget through project savings, value engineering reductions, and extra funding not needed for permits and fees. More specifically, the change order covers costs associated with State-mandated monitoring for COVID-19 pandemic, unforeseen site conditions, jurisdictional required landscape amendments, and our own but unforeseen plan review and code requirements. More back-up information for Change Order No. 1 is provided in the packet attachments.

Also worth mentioning is that the project team has sacrificed to help the project stay within budget through a variety of strategies. The Contractor will absorb some construction costs associated with unforeseen conditions, our Architect and Project Manager/Owner's Representative are finalizing the project with little to no remaining budget, and the Project has cut out a list of project elements as construction cost savings.

Separate from the Project Budget Status Report tracking, the Fir Street site entails three years of miscellaneous expenses associated with site management and site related due

diligence accumulating nearly \$90,000 which was not accounted for in the project budget.

In addition to the \$90,000 not accounted for in the project budget, we have determined that the Fir Street inground fuel storage and pump system has run nuisances and requires a fuel management system upgrade including fuel cleaning and software. Inside the new office building, we have been troubleshooting some sound attenuation problems that need some acoustics solutions. Between those two issues, we are requesting an additional \$60,000 budget authority to work to resolve these issues.

Oregon Budget Law allows the City Commission to make budget adjustments by resolution, and the Community Facility Fund contingency is adequate to responsibly fund the additional \$150,000 included in Resolution No. 22-15.

OPTIONS:

1. Authorize the City Manager to execute the Change Order and Resolution No. 22-15.
2. Authorize the City Manager to execute the Change Order and Resolution No. 22-15 with specific modifications.
3. Deny the Change Order and Resolution No. 22-15. If the Commission chooses to deny the Change Order and Resolution No. 22-15, staff requests direction on how to proceed.

BUDGET IMPACT:

Amount: \$150,000

FY(s): 2022

Funding Source(s): Community Facility Fund; New funding provided by the budget amendment will be funded through contingency in the Community Facility Fund



AIA Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
City of Oregon City Operations Complex
13895 Fir Street, Oregon City, OR 97045

CONTRACT INFORMATION:
Contract For:
Date: 08/19/2020

CHANGE ORDER INFORMATION:
Change Order Number: 001
Date: 04/06/2022

OWNER: *(Name and address)*
City of Oregon City
625 Center Street, Oregon City, OR 97045

ARCHITECT: *(Name and address)*
Scott Edwards Architecture
2525 E Burnside Street, Portland, OR
97214

CONTRACTOR: *(Name and address)*
Emerick Construction Company
7855 SW Mohawk Street, Tualatin, OR
97062

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

This Change Order details the following additional costs that have increased the original agreed GMP amount for the aforementioned project. The adjustment to the GMP includes: 1. State Mandated monitoring for COVID-19 pandemic, unforeseen site conditions, jurisdiction required landscaping amendments and jurisdiction plan review comments and code requirements. Reference exhibit A for detailed listing.

The original Contract Sum was	\$ 10,179,128.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 10,179,128.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 379,800.69
The new Contract Sum including this Change Order will be	\$ 10,558,928.69

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be 11/12/2021

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Scott Edwards Architecture
ARCHITECT *(Firm name)*

Emerick Construction Company
CONTRACTOR *(Firm name)*

City of Oregon City
OWNER *(Firm name)*

SIGNATURE

Brandon Dole, Architect

PRINTED NAME AND TITLE

DATE

SIGNATURE

Corey M Lohman, President

PRINTED NAME AND TITLE

DATE

SIGNATURE

Anthony J Konkol, III, City
Manager

PRINTED NAME AND TITLE

DATE

Exhibit A - G701-2017 Change order

Emerick Change Order Description	Related/Back up Documents		
PCCO 001 COVID 19 Pandemic Monitoring	\$76,617.10 BRP 132 - back up attached	Orig. Contract Amount	\$10,179,128.00
Bond & Insurance (1.85%)	\$1,417.42	Change order Amount	<u>\$379,800.69</u>
Fee/Mark up (3.75%)	\$2,873.14	New Contract Amount	\$10,558,928.69
	\$80,907.66		
PCCO 002 Landscape Requirements*	\$61,921.00 BRP 133 - back up attached		
Bond & Insurance (1.85%)	\$1,145.54		
Fee/Mark up (3.75%)	\$2,322.04		
	\$65,388.58		
PCCO 003 Unforeseen & Code Requirements	\$221,121.64 See detailed list below		
Bond & Insurance (1.85%)	\$4,090.75		
Fee/Mark up (3.75%)	\$8,292.06		
	\$233,504.45		

UNFORSEEN CONDITION

Unsuitable Soils Over-Ex	BRP-003	Unforeseen Condition	\$	3,888.00
Add'l Temp Power	BRP-042	Unforeseen Condition	\$	2,469.23
Sanitary Line	BRP-005	Unforeseen Condition	\$	28,725.00
Sanitary Line	BRP-006	Unforeseen Condition	\$	4,750.00
Remove below grade stem wall	BRP-037	Unforeseen Condition	\$	1,500.00
Concrete Piers	BRP-018	Unforeseen Condition	\$	11,826.00
Existing particle board	BRP-016	Unforeseen Condition	\$	3,500.00
Unsuitable Soils Over-Ex	BRP-014	Unforeseen Condition	\$	676.00
Existing Septic Tank decommission	BRP-011	Unforeseen Condition	\$	1,552.00
S6 Window Size (west side)	BRP-055	Unforeseen Condition	\$	6,799.41
Existing Storm Line Elevation	BRP-024	Unforeseen Condition	\$	53,589.00

CODE REQUIREMENTS

PGE Vault	BRP-038	PGE Requirement	\$	4,646.41
Tie Coiling Doors to Fire Alarm	BRP-077	Code Requirement	\$	3,584.30
Below grade rigid insulation	BRP-010	Code Requirement	\$	7,819.00
Public works bond	BRP-007	Code Requirement	\$	1,446.00
Wall furring SE Stem wall	BRP-090	Code Requirement	\$	25,901.66
CDF Backfill for Sanitary Line	BRP-056	Code Requirement	\$	4,096.00
Fleet Shop Coiling Door Wall Reinforcing	BRP-039	Code Requirement	\$	5,170.00
Fire Riser Flow Control / Tamper	BRP-082	Code Requirement	\$	2,587.00
PGE Bollards	BRP-079	Code Requirement	\$	2,438.89
Generator Bollards	BRP-085	Code Requirement	\$	12,611.84
Elevator Disconnect Room Door / Hardware	BRP-102	Code Requirement	\$	1,482.31
Elevator Disconnect Room	BRP-170	Code Requirement	\$	4,913.19
Remove Sprinkler Deflectors / Repipe Under Ducts	BRP-081	Code Requirement	\$	7,342.00
Fir Street Asphalt Grinding	BRP-125	Code Requirement	\$	7,497.75
Added fire extinguishers	BRP-201	Code Requirement	\$	1,688.19
Elevator alcove added lighting	BRP-147	Code Requirement	\$	926.20
Added exit signs	BRP-228	Code Requirement	\$	7,696.26
			\$	221,121.64



Emerick Construction Company
7855 SW Mohawk Street
Tualatin, Oregon 97062
Phone: (503) 777-5531
Fax: 503 771-2933

Project: 197 - Oregon City Operations Complex
13895 Fir Street
Oregon City, Oregon 97045
Phone: 5038037646

Prime Contract Change Order #132: CE #334 - Reimburse Contingency for COVID Screening Costs

TO:	City of Oregon City PO Box 3040 Oregon City, Oregon 97045-0304	FROM:	Emerick Construction Company 7855 SW Mohawk Street Tualatin Oregon 97062
DATE CREATED:	12/ 15 /2021	CREATED BY:	Bill Judge (Emerick Construction Company)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Unforeseen Condition
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
		REVISED SUBSTANTIAL COMPLETION DATE:	
FIELD CHANGE:	No	CONTRACT FOR:	2:Oregon City Operations Complex Prime Contract - Construction
		TOTAL AMOUNT:	\$ 80,960.81

DESCRIPTION:
CE #334 - Reimburse Contingency for COVID Screening Costs
Reimburse contingency for COVID screening costs

ATTACHMENTS:

[PCCO-001 - COVID Screening Costs-ECCO Signed.pdf](#) [01-1-8011 COVID Screening - JC Detail.pdf](#)

CHANGE ORDER LINE ITEMS:
PCO # 132 -

#	Sub Job	Cost Code	Description	Type	Amount
1	Phase 1 Construction	98-1000 - Project / Construction Contingency	Reimburse contingency for COVID screening costs	Other	\$76,617.10
Subtotal:					\$76,617.10
Bonds / Insurance (1.85%):					\$1,417.42
Fee (3.75%):					\$2,926.29
Grand Total:					\$80,960.81

The original (Contract Sum)	\$ 10,179,128.00
Net change by previously authorized Change Orders	\$ 0.00
The contract sum prior to this Change Order was	\$ 10,179,128.00
The contract sum would be changed by this Change Order in the amount of	\$ 80,960.81
The new contract sum including this Change Order will be	\$ 10,260,088.81
The contract time will not be changed by this Change Order by	
The Revised Substantial Completion Date will be	

CAT tax accounting ??



**Brandon Dole (Scott Edwards
Architecture LLP)**
2525 E Burnside St.
Portland Oregon 97214

City of Oregon City
PO Box 3040
Oregon City Oregon 97045-0304

Emerick Construction Company
7855 SW Mohawk Street
Tualatin Oregon 97062

SIGNATURE DATE

Emerick Construction Company

SIGNATURE DATE

SIGNATURE DATE

JC Detail

Item 9c.

Report Description

This report lists details for Jobs, Phases, and Cost Types from the JCCD table. Different information is printed depending upon the Transaction Type and Source. The report includes only interfaced and posted details.

Parameters

Company:	1	Emerick Construction Company
Job(s):	197-	Oregon City Operations Complex
Phase(s):		
Cost Type(s):		All Cost Types
Beginning/Ending Mth:		1/1/1950 - 12/1/2050
Used Posted or Actual Date:		Posted
Beginning/Ending Date:		1/1/1950 - 12/31/2050
Use Posted or Actual Units:		Actual
Included JC Tran Types:		All JC Tran Types
Included Details for Units w/no Cost:		No
Department(s):		All Departments

JC Detail

Item 9c.

Mth	Trans#	Posted Date	Actual Date	Trans Type	Source	Description	Units	Hours	Cost
197- Oregon City Operations Complex									
01-	1-8011	COVID-19 Screening 1 LAB							
11/20	2322	12/02/20	11/24/20	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	523.29
11/20	2323	12/02/20	11/25/20	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	523.29
11/20	2324	12/02/20	11/30/20	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	523.29
11/20	2325	12/02/20	12/01/20	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	7.50	490.59
12/20	313	12/09/20	12/02/20	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	523.29
12/20	314	12/09/20	12/03/20	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	523.29
12/20	315	12/09/20	12/04/20	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	523.29
12/20	316	12/09/20	12/07/20	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	6.00	392.47
12/20	317	12/09/20	12/08/20	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	523.28
12/20	877	12/16/20	12/09/20	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	523.29
12/20	878	12/16/20	12/10/20	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	523.29
12/20	879	12/16/20	12/11/20	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	523.29
12/20	880	12/16/20	12/14/20	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	5.00	327.04
12/20	881	12/16/20	12/15/20	PR	PR Entry	ORCA/APR2 1.00 / 693 / McGannon , Edward D	0.000	8.00	400.71
12/20	1478	12/23/20	12/16/20	PR	PR Entry	ORCA/APR2 1.00 / 693 / McGannon , Edward D	0.000	8.00	404.01
12/20	1479	12/23/20	12/17/20	PR	PR Entry	ORCA/APR2 1.00 / 693 / McGannon , Edward D	0.000	8.00	404.01
12/20	1480	12/23/20	12/18/20	PR	PR Entry	ORCA/APR2 1.00 / 693 / McGannon , Edward D	0.000	8.00	404.02
12/20	1481	12/23/20	12/21/20	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.11
12/20	1482	12/23/20	12/22/20	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	7.50	494.17
12/20	1901	12/30/20	12/23/20	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
12/20	1902	12/30/20	12/24/20	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
12/20	1903	12/30/20	12/28/20	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
12/20	1904	12/30/20	12/29/20	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
12/20	2350	01/06/21	12/30/20	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	529.11
12/20	2351	01/06/21	12/31/20	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	529.11
12/20	2352	01/06/21	01/04/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	529.11
12/20	2353	01/06/21	01/05/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	529.09
01/21	454	01/13/21	01/06/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	529.10
01/21	455	01/13/21	01/07/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	529.10
01/21	456	01/13/21	01/08/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	529.10
01/21	457	01/13/21	01/11/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	529.10
01/21	458	01/13/21	01/12/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	529.13
01/21	978	01/20/21	01/13/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	529.10
01/21	979	01/20/21	01/14/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	4.50	297.65
01/21	980	01/20/21	01/15/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	529.10
01/21	981	01/20/21	01/18/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	529.10
01/21	982	01/20/21	01/19/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	529.11
01/21	1602	01/27/21	01/20/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	529.10
01/21	1603	01/27/21	01/21/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	4.50	297.65
01/21	1604	01/27/21	01/22/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	529.10
01/21	1605	01/27/21	01/25/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	529.10
01/21	1606	01/27/21	01/26/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	529.12
01/21	2291	02/03/21	01/27/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	528.24
01/21	2292	02/03/21	01/28/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	528.24

JC Detail

Item 9c.

Mth	Trans#	Posted Date	Actual Date	Trans Type	Source	Description	Units	Hours	Cost
197- Oregon City Operations Complex - Continued									
01/21	2293	02/03/21	01/29/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	528.24
01/21	2294	02/03/21	02/01/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	528.24
01/21	2295	02/03/21	02/02/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	528.22
02/21	323	02/10/21	02/03/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
02/21	324	02/10/21	02/04/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
02/21	325	02/10/21	02/05/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
02/21	326	02/10/21	02/08/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
02/21	327	02/10/21	02/09/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.11
02/21	824	02/17/21	02/10/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
02/21	825	02/17/21	02/11/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
02/21	826	02/17/21	02/16/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	4.50	296.54
02/21	1380	02/24/21	02/17/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
02/21	1381	02/24/21	02/18/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
02/21	1382	02/24/21	02/19/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
02/21	1383	02/24/21	02/22/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
02/21	1384	02/24/21	02/23/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
02/21	1947	03/03/21	02/24/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
02/21	1948	03/03/21	02/25/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
02/21	1949	03/03/21	02/26/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
02/21	1950	03/03/21	03/01/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
02/21	1951	03/03/21	03/02/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.11
03/21	394	03/10/21	03/03/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	7.00	461.22
03/21	395	03/10/21	03/04/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
03/21	396	03/10/21	03/05/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	1.50	98.86
03/21	397	03/10/21	03/08/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
03/21	398	03/10/21	03/09/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.09
03/21	969	03/17/21	03/10/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
03/21	970	03/17/21	03/11/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
03/21	971	03/17/21	03/12/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
03/21	972	03/17/21	03/15/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
03/21	973	03/17/21	03/16/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.11
03/21	1724	03/24/21	03/17/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
03/21	1725	03/24/21	03/18/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
03/21	1726	03/24/21	03/19/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
03/21	1727	03/24/21	03/22/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
03/21	1728	03/24/21	03/23/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
03/21	2321	03/31/21	03/24/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
03/21	2322	03/31/21	03/25/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
03/21	2323	03/31/21	03/26/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
03/21	2324	03/31/21	03/29/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
03/21	2325	03/31/21	03/30/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.11
03/21	2746	04/07/21	03/31/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
03/21	2747	04/07/21	04/01/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
03/21	2748	04/07/21	04/02/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
03/21	2749	04/07/21	04/05/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10

JC Detail

Item 9c.

Mth	Trans#	Posted Date	Actual Date	Trans Type	Source	Description	Units	Hours	Cost
197- Oregon City Operations Complex - Continued									
03/21	2750	04/07/21	04/06/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
04/21	568	04/14/21	04/07/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
04/21	569	04/14/21	04/08/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
04/21	570	04/14/21	04/09/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	6.00	395.33
04/21	571	04/14/21	04/12/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
04/21	572	04/14/21	04/13/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.12
04/21	1195	04/21/21	04/14/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
04/21	1196	04/21/21	04/15/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
04/21	1197	04/21/21	04/16/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
04/21	1198	04/21/21	04/19/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
04/21	1199	04/21/21	04/20/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
04/21	1791	04/28/21	04/21/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
04/21	1792	04/28/21	04/22/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
04/21	1793	04/28/21	04/23/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
04/21	1794	04/28/21	04/26/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
04/21	1795	04/28/21	04/27/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.11
04/21	2467	05/05/21	04/28/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
04/21	2468	05/05/21	04/29/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
04/21	2469	05/05/21	04/30/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
04/21	2470	05/05/21	05/03/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	3.50	230.63
04/21	2471	05/05/21	05/04/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
05/21	449	05/12/21	05/05/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
05/21	450	05/12/21	05/06/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
05/21	451	05/12/21	05/07/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
05/21	452	05/12/21	05/10/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
05/21	453	05/12/21	05/11/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.10
05/21	1084	05/19/21	05/12/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.11
05/21	1085	05/19/21	05/13/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.11
05/21	1086	05/19/21	05/14/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.11
05/21	1087	05/19/21	05/17/21	PR	PR Entry	ORCA/JRNM 1.00 / 660 / Walker , Dustin Jerry	0.000	8.00	527.08
05/21	1088	05/19/21	05/18/21	PR	PR Entry	ORCA/JRNM 1.00 / 133 / Molodyh , Varfy B	0.000	8.00	527.10
05/21	1664	05/26/21	05/19/21	PR	PR Entry	ORCA/JRNM 1.00 / 133 / Molodyh , Varfy B	0.000	8.00	527.10
05/21	1665	05/26/21	05/20/21	PR	PR Entry	ORCA/JRNM 1.00 / 133 / Molodyh , Varfy B	0.000	8.00	527.10
05/21	1666	05/26/21	05/24/21	PR	PR Entry	ORCA/FRMN 1.00 / 658 / Boyd , Wade J	0.000	8.00	557.44
05/21	1667	05/26/21	05/25/21	PR	PR Entry	ORCA/FRMN 1.00 / 658 / Boyd , Wade J	0.000	8.00	557.43
05/21	2145	06/02/21	05/26/21	PR	PR Entry	ORCA/JRNM 1.00 / 658 / Boyd , Wade J	0.000	8.00	527.10
05/21	2146	06/02/21	05/27/21	PR	PR Entry	ORCA/JRNM 1.00 / 658 / Boyd , Wade J	0.000	3.00	197.67
05/21	2147	06/02/21	05/28/21	PR	PR Entry	ORCA/JRNM 1.00 / 658 / Boyd , Wade J	0.000	8.00	527.10
05/21	2148	06/02/21	06/01/21	PR	PR Entry	ORCA/JRNM 1.00 / 658 / Boyd , Wade J	0.000	7.00	461.22
06/21	385	06/09/21	06/02/21	PR	PR Entry	ORCA/JRNM 1.00 / 658 / Boyd , Wade J	0.000	8.00	527.10
06/21	386	06/09/21	06/03/21	PR	PR Entry	ORCA/JRNM 1.00 / 658 / Boyd , Wade J	0.000	8.00	527.10
06/21	387	06/09/21	06/04/21	PR	PR Entry	ORCA/JRNM 1.00 / 658 / Boyd , Wade J	0.000	8.00	527.10
06/21	388	06/09/21	06/07/21	PR	PR Entry	ORCA/JRNM 1.00 / 658 / Boyd , Wade J	0.000	8.00	527.10
06/21	389	06/09/21	06/08/21	PR	PR Entry	ORCA/JRNM 1.00 / 658 / Boyd , Wade J	0.000	8.00	527.11
06/21	849	06/16/21	06/09/21	PR	PR Entry	ORCA/JRNM 1.00 / 658 / Boyd , Wade J	0.000	8.00	527.10

JC Detail

Item 9c.

Mth	Trans#	Posted Date	Actual Date	Trans Type	Source	Description	Units	Hours	Cost
197- Oregon City Operations Complex - Continued									
06/21	850	06/16/21	06/10/21	PR	PR Entry	ORCA/JRNM 1.00 / 658 / Boyd , Wade J	0.000	8.00	527.10
06/21	851	06/16/21	06/11/21	PR	PR Entry	ORCA/JRNM 1.00 / 658 / Boyd , Wade J	0.000	8.00	527.10
06/21	852	06/16/21	06/14/21	PR	PR Entry	ORCA/JRNM 1.00 / 658 / Boyd , Wade J	0.000	8.00	527.10
06/21	853	06/16/21	06/15/21	PR	PR Entry	ORCA/JRNM 1.00 / 658 / Boyd , Wade J	0.000	8.00	527.10
06/21	1471	06/23/21	06/01/21	PR	PR Entry	ORCA/JRNM 1.00 / 658 / Boyd , Wade J	0.000	0.00	16.29
06/21	1472	06/23/21	06/08/21	PR	PR Entry	ORCA/JRNM 1.00 / 658 / Boyd , Wade J	0.000	0.00	93.10
06/21	1473	06/23/21	06/15/21	PR	PR Entry	ORCA/JRNM 1.00 / 658 / Boyd , Wade J	0.000	0.00	93.10
06/21	1474	06/23/21	06/16/21	PR	PR Entry	ORCA/JRNM 1.00 / 658 / Boyd , Wade J	0.000	8.00	547.80
06/21	1475	06/23/21	06/17/21	PR	PR Entry	ORCA/JRNM 1.00 / 658 / Boyd , Wade J	0.000	8.00	547.80
06/21	1476	06/23/21	06/18/21	PR	PR Entry	ORCA/JRNM 1.00 / 658 / Boyd , Wade J	0.000	8.00	547.79
06/21	2184	06/30/21	06/28/21	PR	PR Entry	ORCA/JRNM 1.00 / 658 / Boyd , Wade J	0.000	5.00	342.38
06/21	2185	06/30/21	06/29/21	PR	PR Entry	ORCA/JRNM 1.00 / 658 / Boyd , Wade J	0.000	8.00	547.79
06/21	2750	07/07/21	06/30/21	PR	PR Entry	ORCA/JRNM 1.00 / 658 / Boyd , Wade J	0.000	8.00	547.81
10/21	885	10/20/21	10/18/21	PR	PR Entry	ORCA/APR3 1.00 / 693 / McGannon , Edward D	0.000	3.50	183.36
10/21	886	10/20/21	10/19/21	PR	PR Entry	ORCA/APR3 1.00 / 693 / McGannon , Edward D	0.000	8.00	419.22
10/21	1359	10/27/21	10/20/21	PR	PR Entry	ORCA/APR3 1.00 / 693 / McGannon , Edward D	0.000	8.00	422.01
10/21	1360	10/27/21	10/22/21	PR	PR Entry	ORCA/APR3 1.00 / 693 / McGannon , Edward D	0.000	8.00	422.01
10/21	1361	10/27/21	10/25/21	PR	PR Entry	ORCA/APR3 1.00 / 693 / McGannon , Edward D	0.000	5.50	290.14
10/21	1362	10/27/21	10/26/21	PR	PR Entry	ORCA/APR3 1.00 / 693 / McGannon , Edward D	0.000	8.00	421.95
10/21	1661	11/03/21	10/27/21	PR	PR Entry	ORCA/APR3 1.00 / 693 / McGannon , Edward D	0.000	8.00	426.43
10/21	1662	11/03/21	10/28/21	PR	PR Entry	ORCA/APR3 1.00 / 693 / McGannon , Edward D	0.000	8.00	426.43
10/21	1663	11/03/21	10/29/21	PR	PR Entry	ORCA/APR3 1.00 / 693 / McGannon , Edward D	0.000	8.00	426.39
Total for Cost Type: 1							0.000	1,177.50	76,617.10
Total For Phase: 01- 1-8011								1,177.50	76,617.10
Total For Job: 197-								1,177.50	76,617.10
Total For Company:1								1,177.50	76,617.10





Emerick Construction Company
7855 SW Mohawk Street
Tualatin, Oregon 97062
Phone: (503) 777-5531
Fax: 503 771-2933

Project: 197 - Oregon City Operations Complex
13895 Fir Street
Oregon City, Oregon 97045
Phone: 5038037646

Prime Contract Change Order #133: CE #335 - Landscaping Changes During Planning Review

TO:	City of Oregon City PO Box 3040 Oregon City, Oregon 97045-0304	FROM:	Emerick Construction Company 7855 SW Mohawk Street Tualatin Oregon 97062
DATE CREATED:	12/ 15 /2021	CREATED BY:	Bill Judge (Emerick Construction Company)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	AHJ Required Change
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
		REVISED SUBSTANTIAL COMPLETION DATE:	
FIELD CHANGE:	No	CONTRACT FOR:	2:Oregon City Operations Complex Prime Contract - Construction
		TOTAL AMOUNT:	\$ 65,431.54

DESCRIPTION:

CE #335 - Landscaping Changes During Planning Review

The amount of landscaping increased significantly when the Conformed Set was issued due to City requirements. Original landscaping price used at the time the GMP was established was \$96,072 (see attached ValleyScapes Quote). All subcontractors were asked to re-bid the updated drawings and the new successful low bidder was Cedar Landscaping at \$157,993 (see attached quote from Cedar Landscaping)

ATTACHMENTS:

PCCO-002 - Increased Landscaping Costs-ECCO Signed.pdf [Valleyscape](#) **157,993 - 96,072 = 61,921** [.docx](#)

CHANGE ORDER LINE ITEMS:

PCO # 133 -

#	Sub Job	Cost Code	Description	Type	Amount
1	Phase 1 Construction	98-1000 - Project / Construction Contingency	Reimburse contingency for increased landscaping costs	Other	\$61,921.00 ✓
Subtotal:					\$61,921.00
		\$2,322.04	Bonds / Insurance (1.85%):		\$1,145.54 ✓
		\$65,388.58	Fee (3.75%):		\$2,365.00 ✓
Grand Total:					\$65,431.54

The original (Contract Sum)	\$ 10,179,128.00
Net change by previously authorized Change Orders	\$ 0.00
The contract sum prior to this Change Order was	\$ 10,179,128.00
The contract sum would be changed by this Change Order in the amount of	\$ 65,431.54
The new contract sum including this Change Order will be	\$ 10,244,559.54
The contract time will not be changed by this Change Order by	
The Revised Substantial Completion Date will be	

CAT tax accounting ??



**Brandon Dole (Scott Edwards
Architecture LLP)**
2525 E Burnside St.
Portland Oregon 97214

City of Oregon City
PO Box 3040
Oregon City Oregon 97045-0304

Emerick Construction Company
7855 SW Mohawk Street
Tualatin Oregon 97062

SIGNATURE DATE

Emerick Construction Company

SIGNATURE DATE

page 2 of 2

SIGNATURE DATE



PROJECT: Oregon City Operations Center
 PLAN DATE: 08/28/20
 PROPOSAL DATE: 8/4/21

The bid price is based on the following conditions and, therefore, these conditions must be incorporated into any contract agreement. Any changes to these assumed conditions may change the bid price. In preparing its bid, Cedar Landscape has not reviewed or included any plans, specifications, or documents not specifically listed below.

Proposal

I. INCLUDES:

1. Installation per plan sheets L2.0, L2.1, L2.2, L3.0, L3.1, Design Build Irrigation system, specifications: 32 80 00, 32 91 13, 32 93 00, and as follows:
2. (1) Move-in for demolition of existing irrigation, (1) move-in for the start of construction.
3. 6" of imported soil in new planting beds per Bill Judge directive
4. Incidental rock and debris removed from landscape placed at nearest curb.
5. Clean up of paved surfaces is broom swept for soiling caused only by Cedar's work.
6. 30 Days establishment maintenance from completion of landscape installation
7. Automatic irrigation system based on modifying an existing, functional, irrigation system.
8. Irrigation trench backfill is with excavated soil (if soil is found unsuitable, imported sand may be used at an additional cost).

II. EXCLUDES:

1. 18" of imported BES soil for all storm water planting areas.
2. Removal or placement of soil to attain subgrade. Cedar is not responsible for determining or accepting that the grade provided for landscape work meets specifications or plans.
3. Power washing of paved surfaces.
4. Cutting, boring, tunneling, patching, sealing, or waterproofing of (or through) paved surfaces or walls.
5. Warranty for plants not provided by Cedar (existing, etc.).
6. Repair or restoration of existing landscape and irrigation damaged by others (performed on T&M basis).
7. Removal of existing vegetation (trees, shrubs, blackberries, weeds, etc.).
8. Any hard site fixture or furnishing (pots, benches, edging, raised planters, pavers, fencing, tree grates, artificial turf, etc.).
9. Any unspecified or unquantified soils amendments which may be required per soils test.
10. 1 Year landscape establishment maintenance per plan notes/specification. (This item priced separately for cost evaluation purposes. See alternative pricing).
11. Erosion or dust control measures (including seeding).
12. Water meter.
13. Drainage (includes site, area, individual planting hole, etc.).

20178 SW 112th Ave. * Tualatin, OR 97062 * 503.625.3700



14. Protective measures for existing landscape to remain (signs, fences, barriers, tree wells, retaining walls, drainage, etc.).
15. Excavations through any buried obstructions larger than 2 ft. in any dimension.
16. Performance bond, if required.
17. Establishing subgrade within 1/10th of a foot of slope with plantable soil acceptable to the Architect.
18. Power hook-up to controller and conduit chase to exterior planting bed for control wires.
19. The cost of all water necessary to perform work under this proposal.
20. Locates for underground private utilities, which are not located by the Utilities Notification Center, with markings per the standard utilities colors.

Additional notes:

- Five working days notification for move-ins
- 30 Working days to complete the job, excluding inclement weather, with a crew size of 6.
- Bid based on BOLI Prevailing Wage rates dated 01/01/2021.
- Some of the specified plants or sizes may not be available at the time of installation & will require approved substitution.
- Plant material will not be sourced earlier than 60 days before scheduled installation. Optional early sourcing and procurement is available with an advanced deposit and ongoing maintenance fee.
- In cases of conflict, irrigation materials are bid per specification.

Landscape & Irrigation	<u>Total</u> \$ 157,993.00
Alternate: Annual maintenance, per spec. 329445	<u>Add</u> \$ 11,100.00

This Price Is Valid For 30 Days

Ken Rude

(503) 878-5512

ken@cedarlandscape.com

LANDSCAPE BUSINESS LICENSE LCB # 9473

20178 SW 112th Ave. * Tualatin, OR 97062 * 503.625.3700

LCB 9473

Attachment 1.6 – BID FORM

Oregon City Operations ComplexCity of Oregon City
Oregon City, OR**BID FORM****BID DATE: August 6th, 2020****BID TIME: 2:00PM**

Submit Bids To: Emerick Construction Company
Attn: Bill Judge
7855 SW Mohawk Street
Tualatin, OR 97062

I. Bidder Information

Name of Bidder: Valleyscapes
Address of Bidder: 14577 SE Anderson Rd., Damascus, OR 97089
Contact: Mark Williams Phone: 360-718-1028 Fax: _____
Tax ID#: 20-8877425 CCB#: LCB #8785 CCB Exp.: 02/2021
WBE: _____ MBE: _____ ESB: _____ UNION _____ NON UNION X
Are you 100% Performance Bondable? YES X NO _____
Bond Cost / Rate: \$ _____ or 2.5 % (Do not include in bid)

II. Bid Packages (see attached bid package description sheet for complete scope of work description to be bid. Indicate below only the package bidding and the quoted price for that bid package).

Bid Package Name	<u>Landscape</u>	Dollar Amount	<u>\$96,071.36</u>
Bid Package Name	_____	Dollar Amount	_____
Bid Package Name	_____	Dollar Amount	_____
Bid Package Name	_____	Dollar Amount	_____
Bid Package Name	_____	Dollar Amount	_____

III. Alternates:
None**IV. Certification of Contract Offer**

The undersigned (check one of the following and insert information requested),

_____ a. An individual doing business under an assumed name registered under the laws of the State of _____

_____ ; or

_____ b. A partnership registered under the laws of the State of _____ ; or

X c. A corporation organized under the laws of the State of OregonHaving carefully examined the project manual, drawings, schedule, **Instructions to Bidders** (acknowledge with

initials on line provided) MW, Addenda numbered 1 through 3, and all other related material and information, agrees to furnish all Labor, materials, services, bonds (if required), warranties, and insurance as specified to Emerick Construction Company at the prices bid.

I further agree that this offer to furnish specified material will remain in effect at the prices bid for a period not less than (60) sixty calendar days from the date that bids are due, and that this offer may not be withdrawn or modified during that time.

If this offer, or a portion thereof, is accepted by Emerick Construction Company and award is made thereon, I agree to enter into a contract with Emerick Construction Company to furnish the labor, materials and services specified for the prices bid.

It is understood that the basic bid(s) may be adjusted for any alternates in determining the amount of the contract. The decision on the acceptance or rejection of alternates will be made within (60) sixty days of bid date and, if accepted, payment shall be made, therefore, at the respective amounts named herein.

I hereby certify that this bid is genuine and that I have not entered into collusion with any other vendor(s) or any other person(s).

Bidder agrees to follow the requirements of the BOLI Prevailing Wage Rates per ORS 279.348 through 279.380

V. Signature

1. An Individual

Signed By

Date

Printed Name

Title

2. A Partnership

Signed By Person Authorized to Sign

Date

Printed Name

Title

3. A Corporation

Mark Williams

8/6/20

Signed By Person Authorized to Sign

Date

Mark Williams

Printed Name

Commercial Sales Director

Title

John Clark, Secretary

Attested: Secretary of Corporation

ValleyScapes
Landscape Solutions

(Seal)

Name of Bidder:

Valleyscapes

Renovation Proposal

Customer
Emerick Construction



Address
Tualatin Or

Description:

ValleyScapes Property Solutions

promises to provide all labor and materials to complete the project listed below:

\$96,071.36

Oregon City Operations Complex

- * Import 88 Cu Yards BES Soil for Storm Water area
- * Install Design Irrigation Per Landscape Plan and Spec
- * Plant all Plant Material per Landscape Plan and Spec
- * Mulch all Beds 3" with Medium Hemlock Bark
- * Prevailing Wage acknowledged
- * 1 year MTA acknowledged

Exclusions:

Tree protection

Site Furnishings/Fencing

GC to provide POC and Electrical for Irrigation

Amendments/Top Soil to be determined after soil testing is complete

Owner representative

Mark Williams 8/6/2020

Acceptance of Proposal – I have read and understand the proposal outlined above: the prices, specifications, and conditions for the work proposed are satisfactory, and I accept the proposal. I understand that my payment is due upon completion of the project unless other terms are agreed to as outlined above. In case of non payment of sums owed, I promise to pay any expense incurred in collection of delinquent amounts, including costs, expenses and reasonable attorney fees in any appeal. A late charge of 1.5% per month will be charged on past due amounts. Customer agrees to pay all collection fees if referred for collection and all attorneys' fees in the event of Legal Action. No warranty is included unless stated in bid. The quoted price in the proposal will be valid for 60 days from the date above..

Phone(503) 492-4736 | www.valleyscapesllc.com
20 NE Hogan Dr. Gresham, Oregon 97030 | LCB #8785



RESOLUTION NO. 22-15

A RESOLUTION TO ADOPT A BUDGET ADJUSTMENT FOR THE 2021-23 BIENNIUM

WHEREAS, the City Commission adopted a budget for the 2021-23 Biennium and made appropriations by Resolution No. 21-29 on June 2, 2021; and

WHEREAS, ORS 294.338, ORS 294.463 and ORS 294.466 provide the legal basis for changes in appropriations, and ORS 294.471 and ORS 294.473 provide the legal basis for supplemental budgets, by Commission Resolution; and

WHEREAS, the need now exists to transfer and appropriate funds for the purposes and in the amounts shown in the attached Budget Adjustment Summary; and

WHEREAS, conditions not ascertained at the time the budget was prepared have occurred that require changes in financial planning, resulting in a change in appropriation.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of Oregon City that the Budget Adjustment Summary as attached as Exhibit A be made a part hereof and authorized. This resolution shall take effect immediately upon adoption.

Approved and adopted at a regular meeting of the City Commission held on the 6th day of April 2022.

RACHEL LYLES SMITH, Mayor

Attested to this 6th day of April 2022:

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

Oregon City

Budget Adjustment Summary

2021 - 2023 Budget Adjustment 2

<u>Description</u>	<u>Account</u>	<u>Original Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Revised Budget</u>
1) Public Works Operations Complex					
Community Facilities					
Capital Infrastructure	E 310-525-7032	\$ 4,742,673	\$ 150,000	\$ -	\$ 4,892,673
Contingency	E 310-525-9998	\$ 3,367,358	\$ -	\$ 150,000	\$ 3,217,358

Descriptions:

1) The contractor for the Public Works Operations Complex incurred additional project expenses due to COVID-19 pandemic monitoring, additional landscaping requirements and unforeseen conditions and code requirements. These costs will put the project overbudget approximately \$90,000. An additional \$60,000 is requested to address acoustic issues within the building and a fuel management system upgrade. This budget adjustment reallocates contingency to cover the additional cost.



AIA[®] Document A102™ – 2017

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

AGREEMENT made as of the Nineteenth day of August in the year Two Thousand and Twenty
(In words, indicate day, month and year.)

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

City of Oregon City
Delivery: 625 Center Street
Oregon City, OR 97045-2253
Mail: PO Box 3040
Oregon City, OR 97045-0304

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

Emerick Construction Company
7855 SW Mohawk Street
Tualatin, OR 97062

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

City of Oregon City Operations Complex
13895 Fir Street
Oregon City, OR 97045

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

Scott Edwards Architecture
2525 E Burnside Street
Portland, OR 97214

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

The parties should complete A102™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	RELATIONSHIP OF THE PARTIES
4	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
5	CONTRACT SUM
6	CHANGES IN THE WORK
7	COSTS TO BE REIMBURSED
8	COSTS NOT TO BE REIMBURSED
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11	ACCOUNTING RECORDS
12	PAYMENTS
13	DISPUTE RESOLUTION
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16	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 16.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's

Init.

interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 4.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 4.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 4.3 Substantial Completion

§ 4.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

- ☒ Not later than Three Hundred and Ninety-Five (395) calendar days from the date of commencement of the Work.
- ☐ By the following date:

§ 4.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 4.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 4.3, liquidated damages, if any, shall be assessed as set forth in Section 5.1.6.

ARTICLE 5 CONTRACT SUM

§ 5.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee.

§ 5.1.1 The Contractor's Fee:

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

§ 5.1.1.1 Three point Seven Five (3.75%) of the Cost of Work

§ 5.1.2 The method of adjustment of the Contractor's Fee for changes in the Work:

§ 5.1.2.1 Change Order Fee: Increase of Three point Seven Five percent (3.75%) of the Cost of the Work for Change Orders issued subsequent to the Guaranteed Maximum Price. In the computation of Savings Participation, fee adjustment shall be provided as stipulated in Subparagraph 5.2.1.1 of this Agreement

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

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§ 5.1.3.1 Subcontractor Change Order Fee: Increase of Ten percent (10.00%) of the Cost of the Work for Change Orders issued subsequent to the Guaranteed Maximum Price.

§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed Seventy-five percent (75.00 %) of the standard rental rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
None		

§ 5.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Contractor acknowledges and agrees that completion of the Work in accordance with the Contract Time is critical to the Owner's desire and requirement to complete the Project. The inability of the Owner to realize completion in accordance with the Contract Time will result in significant additional costs. Subject to any adjustment in Contract Time approved pursuant to Article 8 of the General Conditions, Contractor shall be subject to payment of liquidated damages as provided in Subparagraph 5.1.6.1.

(Paragraphs deleted)

§ 5.1.6.1 Time is of the essence of this Contract. The parties agree that if the Work constructed under the terms of this Agreement as required by the Contract Documents is not completed within the applicable Contract Time, damage will be sustained by the Owner. These damages would include, but not be limited to, lost service to the public, project management, and other operational costs. The parties agree that proving such damages would be difficult because the various financial impacts on and economic losses to the Owner represent a combination of actual costs, costs difficult to determine in advance at the time the Owner-Contractor Agreement was formulated, and other factors that cannot be readily or finally ascertained. The parties also agree that fixing a reasonable amount as liquidated damages is a convenient way for the parties to settle any dispute concerning Owner's damages resulting from Contractor's failure to complete the work on time, that it is a convenient way for the Owner to obtain an adequate remedy and, that it enables both parties to avoid the expenses and delays involved in litigating the matter and proving the actual damage suffered by the Owner. It is therefore agreed that Contractor shall pay the Owner, not as a penalty, but as liquidated damages, the per-diem amount set forth below in Subparagraph 5.1.6.2 for each calendar day elapsed beyond the specified date for Substantial Completion. The parties agree that the per-diem amount is reasonable in light of the anticipated harm that would be caused by the Contractor's failure to complete the Work within the applicable Contract Time, the difficulty of proving the Owner's loss and the inconvenience of otherwise obtaining an adequate remedy. Permitting the Contractor to continue and finish the Work, or any part thereof, alter a specified date of Substantial Completion shall in no way operate as a waiver on the part of the Owner of any of the Owner's rights under the Contract. Payment of liquidated damages shall not release the Contractor from obligation in respect to the fulfillment of the entire Contract. It is the intent of the parties that the liquidated damages specified herein be full and complete payment only for failure of the Contractor to complete the Work on time as required by Contract Documents. Liquidated damages amounts may be withheld by the Owner from any partial or final payment due the Contractor

The per diem amount of liquidated damages shall be as follows:

§ 5.1.6.2 For failure to achieve Substantial Completion and obtain a temporary or permanent Certificate of Occupancy for the entire Work constructed under the terms of this Agreement on or prior to the date established: One Thousand Dollars (\$1,000.00) per day for which Substantial Completion has not been met.

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Contract Sum is guaranteed by the Contractor not to exceed Ten Million One Hundred Seventy Nine Thousand One Hundred Twenty Eight Dollars and Zero Cents (\$ 10,179,128.00), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

§ 5.2.1.1 Savings Participation: If the sum of Cost of the Work plus the Contractor's Fee at Three point Seven Five percent (3.5%) is less than the individual Guaranteed Maximum Price, as adjusted by subsequent Change Orders, Zero percent (0.00%) of any savings shall be due to the Contractor and One Hundred percent (100.00%) shall be returned to the Owner. Any savings will be determined on the final Cost of the Work and related Contractor's Fee for the entire individual Work, as determined pursuant to Paragraph 12.2 of the Agreement. A Guaranteed Maximum Price may include certain allowance items outlined in Subparagraph 5.2.3 of this Agreement. If an allowance item has a final cost less than the stated allowance for such item, then Contractor shall be not entitled to any of the savings related to that allowance as provided in this Subparagraph 5.2.1.1 but, rather, the Guaranteed Maximum Price shall be adjusted such that 100 percent of the savings (the unused portion of the allowance plus costs outlined in General Conditions Subparagraph 3.8.2.2 and the corresponding Contractor's fee) related to the allowance will be returned to the Owner. Savings shall be reconciled and credited at the time of final payment.

§ 5.2.2 Alternates

§ 5.2.2.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
None	

§ 5.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
None		

§ 5.2.3 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
Refer to Exhibit A - Allowances	

§ 5.2.3.1 Allowances shall be administered according to the provisions of Paragraph 3.8 of the General Conditions, this Subparagraph 5.2.3.1 and Subparagraph 5.2.1.1 of this Agreement.

§ 5.2.3.1.1 Changes in the Work may be made by allocations of the "Change Allowance" that is set forth in the Guaranteed Maximum Price. Such changes shall be limited to those involving an increase or decrease in the Cost of the Work, the sum total of which shall not exceed the amount set forth in Subparagraph 5.2.3 of this Agreement. No changes involving an extension in the Contract Time shall be made by allocations of the Change Allowance.

§ 5.2.3.1.2 Changes in the Work made by allocations of the Change Allowance shall be either (i) as agreed upon by the Owner and Contractor in advance of said change at a Construction Team Meeting and memorialized in the minutes of such meeting prepared by the Owner's Project Manager or (ii) as otherwise agreed upon by the Owner and Contractor in writing in advance of said change. The Owner's Project Manager shall keep a written record of such changes made by allocations of the Change Allowance, including but not limited to the cumulative total dollar amount of all such allocations. No change by allocation of the Change Allowance shall be made if the cumulative dollar amount of the allocation and all prior allocations would exceed the amount of the Change Allowance.

§ 5.2.3.1.3 Consistent with General Conditions Subparagraph 7.1.2, all changes in the Work made by allocations of the Change Allowance that involve a change in the physical characteristics of the Work shall be accompanied by a

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Modification of the Construction Documents prepared and signed by the Architect and issued by the Owner's Project Manager. However, as applied to changes made by allocations of the Change Allowance, the phrase "Modification of the Construction Documents prepared and signed by the Architect" shall mean a change in the Construction Documents either (i) as approved by the Architect in advance of said change at a Construction Team Meeting and memorialized in the minutes of such meeting prepared by the Owner's Project Manager or (ii) as otherwise prepared or approved by the Architect in writing and issued by the Owner's Project Manager in advance of said change.

§ 5.2.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption.)

Exhibit G - The Guaranteed Maximum Price Proposal from Emerick Construction Company dated August 11, 2020 and based on the 50% Construction Drawings and Specifications. The GMP will be reconciled against the final 100% Construction Drawings and Specifications but will not increase the value of the GMP that has been agreed to under this Agreement.

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

§ 5.2.6 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 5.2.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 5.2.4 and the revised Contract Documents.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work may be determined by any of the methods listed in Article 7 of AIA Document A201™-2017, General Conditions of the Contract for Construction.

§ 6.2 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201-2017, as they refer to "cost" and "fee," and not by Articles 5, 7 and 8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201-2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Contractor's Fee as defined in Section 5.1.1 of this Agreement.

§ 6.4 If no specific provision is made in Article 5 for adjustment of the Contractor's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Article 5 will cause substantial inequity to the Owner or Contractor, the Contractor's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COSTS TO BE REIMBURSED

§ 7.1 Cost of the Work

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Article 7. No Cost of the Work in excess of the Guaranteed Maximum Price shall be reimbursed except as described in this section.

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

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

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§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops. Wage rates computed by the combination of this Subparagraph 7.2.1 and Subparagraph 7.2.4 shall be delineated in the Guaranteed Maximum Price. In the event the Contractor employs a person for whom there is no rate delineated, Contractor shall compute the appropriate rate for the position and submit it in writing to the Owner for approval and, if agreed upon, incorporation by Change Order.

§ 7.2.2 . Wages or salaries of the Contractor's Senior Project Manager and Project Manager when stationed at the Contractor's principal office but only for that portion of their time required for the Work, and wages or salaries of the Contractor's supervisory (Senior Project Manager, Project Manager, Superintendent and Foremen) and administrative personnel when stationed at the site with the Owner's approval. Wage rates as computed by the combination of this Subparagraph 7.2.2 and Subparagraph 7.2.4 shall be delineated in the Guaranteed Maximum Price. In the event the Contractor employs a person for whom there is no rate listed, Contractor shall compute the appropriate rate for the position and submit it in writing to the Owner for approval and, if agreed upon, incorporation by Change Order.

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

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

Refer to Exhibit B – 2020 Billable Hourly Labor Rates

§ 7.2.3 Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work. Wage rates as computed by the combination of this Subparagraph 7.2.3 and Subparagraph 7.2.4 shall be delineated in the Guaranteed Maximum Price. In the event the Contractor employs a person for whom there is no rate listed, Contractor shall compute the appropriate rate for the position and submit it in writing to the Owner for approval and, if agreed upon, incorporation by Change Order.

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

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

§ 7.3 Subcontract Costs

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

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

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

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

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

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies,

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temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Contractor, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

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

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

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

§ 7.6 Miscellaneous Costs

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

§ 7.6.1.1 . Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval. Contractor's general liability insurance and umbrella coverage for this Project will be purchased as part of the annual policy covering Contractor's operations for the policy period and renew yearly. In that future rates cannot be forecasted, and in consideration that this Project could span more than one policy year, insurance costs directly attributed to this Contract will initially be charged to the Project at the current rate of one percent (1.00%) of the Cost of the Work. Upon the Contractor's insurance renewal date, the percentage rate of the Cost of the Work for insurance costs will be adjusted, either higher or lower, to reflect the change in Contractor's premium that is directly attributed to this Contract. Likewise, upon the Contractor's insurance renewal date, the GMP shall be increased or decreased by Change Order by an amount computed as (1) the scheduled value of the Cost of the Work multiplied by (2) the percentage of incomplete Work as determined from the Contractor's application for payment immediately preceding the Contractor's insurance renewal date, multiplied by (3) the change, positive or negative, in the percentage rate of the Cost of the Work for insurance costs.

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

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

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

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

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

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Contractor resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Contractor had reason to believe that the required design, process or product was an infringement of a copyright or a patent, and the Contractor failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201-2017.

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The costs of legal defenses, judgments, and settlements, shall not be included in the Cost of the Work used to calculate the Contractor's Fee or subject to the Guaranteed Maximum Price.

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

§ 7.6.7 Costs of document reproductions and delivery charges.

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

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

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

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

§ 7.7 Other Costs and Emergencies

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

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

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

§ 7.8 Related Party Transactions

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

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 10. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 10.

ARTICLE 8 COSTS NOT TO BE REIMBURSED

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

- .1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 15;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;

- .3 Expenses of the Contractor's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Article 7;
- .5 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Contractor, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Article 7; and
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

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

§ 9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Owner, Owner's Project Manager and Architect. The Contractor shall procure a minimum of (3) competitive bids for each subcontract for which the costs of the subcontracted work will exceed \$50,000. The Owner shall then determine, with the advice of the Contractor, Owner's Project Manager and the Architect, which bids will be accepted. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

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

§ 10.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Contractor shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article 11.

ARTICLE 11 ACCOUNTING RECORDS

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

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ARTICLE 12 PAYMENTS

§ 12.1 Progress Payments

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

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

§ 12.1.3 Provided that an Application for Payment is received by the Architect not later than the twenty-eighth (28th) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth (10th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than fifteen (15) days after the Architect receives the Application for Payment.

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

§ 12.1.4 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 12.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee. The portion of the GMP allocated to contingency and not otherwise allocated to another line item or included in a Change Order shall not be spent without prior written authorization of the Owner or Owner's Project Manager.

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

§ 12.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 12.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 12.1.5.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect.

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

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

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

- 1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201 2017 as modified;

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- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 12.1.7.1.1 and 12.1.7.1.2 at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 12.1.7.1.1 and 12.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 12.1.8.

§ 12.1.8 Retainage

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

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

Five percent (5.00%)

§ 12.1.8.1.1 The following items are not subject to retainage:

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

None

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

(If the retainage established in Section 12.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Early partial release of retainage at any time shall be only as agreed upon by the Owner and Contractor.

§ 12.1.8.3 Except as set forth in this Section 12.1.8.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 12.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

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

None

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

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

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

§ 12.1.12 In taking action on the Contractor's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 12.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 12.2 Final Payment

§ 12.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract, except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 12.2.2.

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

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

§ 12.2.2.2 Within seven days after receipt of the written report described in Section 12.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 12.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017. The time periods stated in this Section 12.2.2 supersede those stated in Article 9 of AIA Document A201-2017. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

§ 12.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Contractor's final accounting, is less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201-2017. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the Architect's final Certificate for Payment.

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

Savings pursuant to Subparagraph 5.2.1.1 shall be reconciled and credited to the Project at the time of final payment.

§ 12.2.4 If, subsequent to final payment, and at the Owner's request, the Contractor incurs costs, described in Article 7 and not excluded by Article 8, to correct defective or nonconforming Work, the Owner shall reimburse the Contractor for such costs, and the Contractor's Fee applicable thereto, on the same basis as if such costs had been incurred prior to

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final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 5.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 12.2.4 in determining the net amount to be paid by the Owner to the Contractor.

§ 12.3 Interest

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

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

1.00 % One percent

ARTICLE 13 DISPUTE RESOLUTION

§ 13.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to the Agreement, to serve as Initial Decision Maker.

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

§ 13.2 Binding Dispute Resolution

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

(Check the appropriate box.)

☒ [X] Arbitration pursuant to Section 15 of AIA Document A201–2017

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other *(Specify)*

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

ARTICLE 14 TERMINATION OR SUSPENSION

§ 14.1 Termination

§ 14.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 14.1.2 Termination by the Owner for Cause

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

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

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§ 14.1.2.2 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 14.1.3 Termination by the Owner for Convenience

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

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

Zero (0) Termination fee

§ 14.2 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Article 5 and Section 6.4 of this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

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

§ 15.2 The Owner's representative:

(Name, address, email address and other information)

PlanB Cost Consultancy LLC
Attn: Gerard Mulrooney, Project Manager / Owners Representative
696 McVey Avenue, Suite 202
Lake Oswego, OR 97034
503-850-9876

§ 15.3 The Contractor's representative:

(Name, address, email address and other information)

Emerick Construction Company
Attn: Jordan Fell, Special Projects Director
7855 SW Mohawk Street
Tualatin, OR 97062
503-777-5531

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

§ 15.5 Insurance and Bonds

§ 15.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A102™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

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§ 15.5.2 The Contractor shall provide bonds as set forth in AIA Document A102™–2017 Exhibit A, and elsewhere in the Contract Documents.

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

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

§ 15.7 Other provisions:

- .1 Pay the Oregon prevailing rate of wage as required by ORS 279C.830(1)(a),
- .2 Make payment promptly, as due, to all persons supplying to Contractor labor and materials for the prosecution of the services to be provided pursuant to this Agreement.
- .3 Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Agreement.
- .4 Make prompt payment for all medical services for which the contractor has agreed to pay, and for all amounts for which the contractor collects or deducts from the worker's wages.
- .5 Not permit any lien or claim to be filed or prosecuted against City on account of any labor or materials furnished.
- .6 Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to Contractor under this Agreement and, unless Contractor is subject to back-up withholding, City will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligation.
- .7 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 6J3.261 or under 29 U.S.C. §§ 201 to 209 from receiving overtime. Contractor shall give written notice to the workers of the number of hours per day and days per week they may be required to work.
- .8 Shall comply with ORS 656.017, which requires provision of workers' compensation coverage for all workers.
- .9 File a public works bond with the Construction Contractors Board before starting work on the Project unless exempt.
- .10 Include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt.

ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS

§ 16.1 This Agreement is comprised of the following documents:

- .1 AIA Document A102™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A102™–2017, Exhibit A, Insurance and Bonds
Refer to Exhibit F – Proof of Bond and Insurance
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

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

E203 – 2013 is not applicable.

- .5 Drawings

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Number	Title	Date
	Refer to Exhibit D – List of Documents – 50% Construction Drawings and Specifications	

.6 Specifications

Section	Title	Date	Pages
	Refer to Exhibit D – List of Documents – 50% Construction Drawings and Specifications		

.7 Addenda, if any:

Number	Date	Pages
	Refer to Exhibit D – List of Documents – 50% Construction Drawings and Specifications	

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 16.

.8 Other Exhibits:
(Check all boxes that apply.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

☐ Supplementary and other Conditions of the Contract:

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

Exhibit A – Allowances
Exhibit B – 2020 Billable Hourly Labor Rates
Exhibit C – 2020 Equipment Rental Rate Sheet
Exhibit D – List of Documents – 50% Construction Drawings and Specifications
Exhibit E – Guaranteed Maximum Price (GMP)
Exhibit F – Proof of Bond and Insurance

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

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User Notes:

OWNER *(Signature)*

CONTRACTOR *(Signature)*

(Printed name and title)

(Printed name and title)

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Additions and Deletions Report for

AIA® Document A102™ – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 18:18:33 ET on 08/11/2020.

PAGE 1

AGREEMENT made as of the Nineteenth day of August in the year Two Thousand and Twenty

...

City of Oregon City
Delivery: 625 Center Street
Oregon City, OR 97045-2253
Mail: PO Box 3040
Oregon City, OR 97045-0304

...

Emerick Construction Company
7855 SW Mohawk Street
Tualatin, OR 97062

...

City of Oregon City Operations Complex
13895 Fir Street
Oregon City, OR 97045

...

Scott Edwards Architecture
2525 E Burnside Street
Portland, OR 97214

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[X] A date set forth in a notice to proceed issued by the Owner.

...

[X] Not later than Three Hundred and Ninety-Five (395) calendar days from the date of commencement of the Work.

...

§ 5.1.1.1 Three point Seven Five (3.75%) of the Cost of Work

...

§ 5.1.2.1 Change Order Fee: Increase of Three point Seven Five percent (3.75%) of the Cost of the Work for Change Orders issued subsequent to the Guaranteed Maximum Price. In the computation of Savings Participation, fee adjustment shall be provided as stipulated in Subparagraph 5.2.1.1 of this Agreement

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§ 5.1.3.1 Subcontractor Change Order Fee: Increase of Ten percent (10.00%) of the Cost of the Work for Change Orders issued subsequent to the Guaranteed Maximum Price.

§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed Seventy-five percent (75.00 %) of the standard rental rate paid at the place of the Project.

...

None

...

Contractor acknowledges and agrees that completion of the Work in accordance with the Contract Time is critical to the Owner's desire and requirement to complete the Project. The inability of the Owner to realize completion in accordance with the Contract Time will result in significant additional costs. Subject to any adjustment in Contract Time approved pursuant to Article 8 of the General Conditions, Contractor shall be subject to payment of liquidated damages as provided in Subparagraph 5.1.6.1.

§ 5.1.7 Other:

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

§ 5.1.6.1 Time is of the essence of this Contract. The parties agree that if the Work constructed under the terms of this Agreement as required by the Contract Documents is not completed within the applicable Contract Time, damage will be sustained by the Owner. These damages would include, but not be limited to, lost service to the public, project management, and other operational costs. The parties agree that proving such damages would be difficult because the various financial impacts on and economic losses to the Owner represent a combination of actual costs, costs difficult to determine in advance at the time the Owner-Contractor Agreement was formulated, and other factors that cannot be readily or finally ascertained. The parties also agree that fixing a reasonable amount as liquidated damages is a convenient way for the parties to settle any dispute concerning Owner's damages resulting from Contractor's failure to complete the work on time, that it is a convenient way for the Owner to obtain an adequate remedy and, that it enables both parties to avoid the expenses and delays involved in litigating the matter and proving the actual damage suffered by the Owner. It is therefore agreed that Contractor shall pay the Owner, not as a penalty, but as liquidated damages, the per-diem amount set forth below in Subparagraph 5.1.6.2 for each calendar day elapsed beyond the specified date for Substantial Completion. The parties agree that the per-diem amount is reasonable in light of the anticipated harm that would be caused by the Contractor's failure to complete the Work within the applicable Contract Time, the difficulty of proving the Owner's loss and the inconvenience of otherwise obtaining an adequate remedy. Permitting the Contractor to continue and finish the Work, or any part thereof, alter a specified date of Substantial Completion shall in no way operate as a waiver on the part of the Owner of any of the Owner's rights under the Contract. Payment of liquidated damages shall not release the Contractor from obligation in respect to the fulfillment of the entire Contract. It is the intent of the parties that the liquidated damages specified herein be full and complete payment only for failure of the Contractor to complete the Work on time as required by Contract Documents. Liquidated damages amounts may be withheld by the Owner from any partial or final payment due the Contractor

The per diem amount of liquidated damages shall be as follows:

§ 5.1.6.2 For failure to achieve Substantial Completion and obtain a temporary or permanent Certificate of Occupancy for the entire Work constructed under the terms of this Agreement on or prior to the date established: One Thousand Dollars (\$1,000.00) per day for which Substantial Completion has not been met.

§ 5.2.1 The Contract Sum is guaranteed by the Contractor not to exceed Ten Million One Hundred Seventy Nine Thousand One Hundred Twenty Eight Dollars and Zero Cents (\$ 10,179,128.00), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

§ 5.2.1.1 Savings Participation: If the sum of Cost of the Work plus the Contractor's Fee at Three point Seven Five percent (3.5%) is less than the individual Guaranteed Maximum Price, as adjusted by subsequent Change Orders, Zero percent (0.00%) of any savings shall be due to the Contractor and One Hundred percent (100.00%) shall be returned to the Owner. Any savings will be determined on the final Cost of the Work and related Contractor's Fee for the entire individual Work, as determined pursuant to Paragraph 12.2 of the Agreement. A Guaranteed Maximum Price may include certain allowance items outlined in Subparagraph 5.2.3 of this Agreement. If an allowance item has a final cost less than the stated allowance for such item, then Contractor shall be not entitled to any of the savings related to that allowance as provided in this Subparagraph 5.2.1.1 but, rather, the Guaranteed Maximum Price shall be adjusted such that 100 percent of the savings (the unused portion of the allowance plus costs outlined in General Conditions Subparagraph 3.8.2.2 and the corresponding Contractor's fee) related to the allowance will be returned to the Owner. Savings shall be reconciled and credited at the time of final payment.

PAGE 5

None

...

None

...

Refer to Exhibit A - Allowances

§ 5.2.3.1 Allowances shall be administered according to the provisions of Paragraph 3.8 of the General Conditions, this Subparagraph 5.2.3.1 and Subparagraph 5.2.1.1 of this Agreement.

§ 5.2.3.1.1 Changes in the Work may be made by allocations of the "Change Allowance" that is set forth in the Guaranteed Maximum Price. Such changes shall be limited to those involving an increase or decrease in the Cost of the Work, the sum total of which shall not exceed the amount set forth in Subparagraph 5.2.3 of this Agreement. No changes involving an extension in the Contract Time shall be made by allocations of the Change Allowance.

§ 5.2.3.1.2 Changes in the Work made by allocations of the Change Allowance shall be either (i) as agreed upon by the Owner and Contractor in advance of said change at a Construction Team Meeting and memorialized in the minutes of such meeting prepared by the Owner's Project Manager or (ii) as otherwise agreed upon by the Owner and Contractor in writing in advance of said change. The Owner's Project Manager shall keep a written record of such changes made by allocations of the Change Allowance, including but not limited to the cumulative total dollar amount of all such allocations. No change by allocation of the Change Allowance shall be made if the cumulative dollar amount of the allocation and all prior allocations would exceed the amount of the Change Allowance.

§ 5.2.3.1.3 Consistent with General Conditions Subparagraph 7.1.2, all changes in the Work made by allocations of the Change Allowance that involve a change in the physical characteristics of the Work shall be accompanied by a Modification of the Construction Documents prepared and signed by the Architect and issued by the Owner's Project Manager. However, as applied to changes made by allocations of the Change Allowance, the phrase "Modification of the Construction Documents prepared and signed by the Architect" shall mean a change in the Construction Documents either (i) as approved by the Architect in advance of said change at a Construction Team Meeting and memorialized in the

minutes of such meeting prepared by the Owner's Project Manager or (ii) as otherwise prepared or approved by the Architect in writing and issued by the Owner's Project Manager in advance of said change.

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Exhibit G - The Guaranteed Maximum Price Proposal from Emerick Construction Company dated August 11, 2020 and based on the 50% Construction Drawings and Specifications. The GMP will be reconciled against the final 100% Construction Drawings and Specifications but will not increase the value of the GMP that has been agreed to under this Agreement.

...

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Article 7. No Cost of the Work in excess of the Guaranteed Maximum Price shall be reimbursed except as described in this section.

PAGE 7

§ 7.2.1 Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops. Wage rates computed by the combination of this Subparagraph 7.2.1 and Subparagraph 7.2.4 shall be delineated in the Guaranteed Maximum Price. In the event the Contractor employs a person for whom there is no rate delineated, Contractor shall compute the appropriate rate for the position and submit it in writing to the Owner for approval and, if agreed upon, incorporation by Change Order.

§ 7.2.2 Wages or salaries of the Contractor's Senior Project Manager and Project Manager when stationed at the Contractor's principal office but only for that portion of their time required for the Work, and wages or salaries of the Contractor's supervisory (Senior Project Manager, Project Manager, Superintendent and Foremen) and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval with the Owner's approval. Wage rates as computed by the combination of this Subparagraph 7.2.2 and Subparagraph 7.2.4 shall be delineated in the Guaranteed Maximum Price. In the event the Contractor employs a person for whom there is no rate listed, Contractor shall compute the appropriate rate for the position and submit it in writing to the Owner for approval and, if agreed upon, incorporation by Change Order.

...

Refer to Exhibit B – 2020 Billable Hourly Labor Rates

§ 7.2.3 Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work. Wage rates as computed by the combination of this Subparagraph 7.2.3 and Subparagraph 7.2.4 shall be delineated in the Guaranteed Maximum Price. In the event the Contractor employs a person for whom there is no rate listed, Contractor shall compute the appropriate rate for the position and submit it in writing to the Owner for approval and, if agreed upon, incorporation by Change Order.

PAGE 8

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval. Contractor's general liability insurance and umbrella coverage for this Project will be purchased as part of the annual policy covering Contractor's operations for the policy period and renew yearly. In that future rates cannot be forecasted, and in consideration that this Project could span more than one policy year, insurance costs directly attributed to this Contract will initially be charged to the Project at the current rate of one percent (1.00%) of the Cost of the Work. Upon the Contractor's insurance renewal date, the percentage rate of the Cost of the Work for insurance costs will be adjusted, either higher or lower, to reflect the change in Contractor's premium that is directly attributed to this Contract. Likewise, upon the Contractor's insurance renewal date, the GMP shall be increased or decreased by Change Order by an amount computed as (1) the scheduled value of the Cost of the Work multiplied by (2) the percentage of incomplete Work as determined from the Contractor's application for payment immediately preceding the Contractor's insurance renewal date, multiplied by (3) the change, positive or negative, in the percentage rate of

the Cost of the Work for insurance costs.

PAGE 10

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the ~~Architect and Owner with an indication as to which bids the Contractor intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 10.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents.~~ Owner, Owner's Project Manager and Architect. The Contractor shall procure a minimum of (3) competitive bids for each subcontract for which the costs of the subcontracted work will exceed \$50,000. The Owner shall then determine, with the advice of the Contractor, Owner's Project Manager and the Architect, which bids will be accepted. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

PAGE 11

§ 12.1.3 Provided that an Application for Payment is received by the Architect not later than the twenty-eighth (28th) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth (10th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than fifteen (15) days after the Architect receives the Application for Payment.

...

§ 12.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee. The portion of the GMP allocated to contingency and not otherwise allocated to another line item or included in a Change Order shall not be spent without prior written authorization of the Owner or Owner's Project Manager.

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

...

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of ~~values; values.~~ Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201 2017 as modified:

PAGE 12

Five percent (5.00%)

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None

...

Early partial release of retainage at any time shall be only as agreed upon by the Owner and Contractor.

...

None

PAGE 13

Savings pursuant to Subparagraph 5.2.1.1 shall be reconciled and credited to the Project at the time of final payment.

PAGE 14

1.00 % One percent

...

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

PAGE 15

Zero (0) Termination fee

...

PlanB Cost Consultancy LLCAttn: Gerard Mulrooney, Project Manager / Owners Representative696 McVey Avenue, Suite 202Lake Oswego, OR 97034503-850-9876

...

Emerick Construction CompanyAttn: Jordan Fell, Special Projects Director7855 SW Mohawk StreetTualatin, OR 97062503-777-5531

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- .1 Pay the Oregon prevailing rate of wage as required by ORS 279C.830(1)(a).
- .2 Make payment promptly, as due, to all persons supplying to Contractor labor and materials for the prosecution of the services to be provided pursuant to this Agreement.
- .3 Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Agreement.
- .4 Make prompt payment for all medical services for which the contractor has agreed to pay, and for all amounts for which the contractor collects or deducts from the worker's wages.
- .5 Not permit any lien or claim to be filed or prosecuted against City on account of any labor or materials furnished.
- .6 Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to Contractor under this Agreement and, unless Contractor is subject to back-up withholding, City will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligation.
- .7 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 6J3.261 or under 29 U.S.C. §§ 201 to 209 from receiving overtime. Contractor shall give written notice to the workers of the number of hours per day and days per week they may be required to work.
- .8 Shall comply with ORS 656.017, which requires provision of workers' compensation coverage for all workers.
- .9 File a public works bond with the Construction Contractors Board before starting work on the Project unless exempt.

- .10 Include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt.

...

Refer to Exhibit F – Proof of Bond and Insurance

...

E203 – 2013 is not applicable.

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Refer to Exhibit D – List of Documents – 50% Construction Drawings and Specifications

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Refer to Exhibit D – List of Documents – 50% Construction Drawings and Specifications

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Refer to Exhibit D – List of Documents – 50% Construction Drawings and Specifications

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Exhibit A – Allowances
Exhibit B – 2020 Billable Hourly Labor Rates
Exhibit C – 2020 Equipment Rental Rate Sheet
Exhibit D – List of Documents – 50% Construction Drawings and Specifications
Exhibit E – Guaranteed Maximum Price (GMP)
Exhibit F – Proof of Bond and Insurance

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:18:33 ET on 08/11/2020 under Order No. 2387696942 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A102™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Parks and Recreation Director, Kendall Reid

Agenda Date: 04/06/2022

SUBJECT:

First Reading of Ordinance No. 22-1002, Adoption of the Parks and Recreation Advisory Committee (PRAC) into the City Code

STAFF RECOMMENDATION:

Staff recommend that the City Commission adopt PRAC into the City Code.

EXECUTIVE SUMMARY:

The adoption of the Parks and Recreation Advisory Committee is essential to continue to assist the City in gaining public feedback regarding current and future projects.

BACKGROUND:

The Parks and Recreation Advisory Committee has been serving Oregon City since November 1983. The PRAC Committee, which is comprised of 9 volunteer members, has provided valuable input in the implementation of the Park and Recreation Master Plan and assisting with Parks projects. The 9 members dedicate their time to gathering public input and bringing it forward to City staff on what the public would like to see completed in the community. PRAC is an essential committee that exists to aid the City of Oregon City in providing ample and diverse recreational opportunities for City residents.

OPTIONS:

1. Adopt PRAC into the City Code
2. Recommend changes be made to the ordinance and brought back to City Commission
3. Do not adopt PRAC into the City Ordinance

ORDINANCE NO. 22-1002

AN ORDINANCE OF THE CITY OF OREGON CITY INCORPORATING THE PARKS AND RECREATION ADVISORY COMMITTEE AS PART OF THE CITY CODE

WHEREAS, The City Commission created the predecessor to the Parks and Recreation Advisory Committee (PRAC) at the November 2, 1983 regular meeting, originally called the “Oregon City Recreation Association”; and

WHEREAS, The City Commission approved the first bylaws for the committee on October 11, 1984; and

WHEREAS, the name of the committee was changed to “Parks and Recreation Advisory Committee” (PRAC) on September 2, 1992; and

WHEREAS, various updates and amendments to the PRAC bylaws have been adopted since its creation; and

WHEREAS, The City Commission has not adopted an ordinance recognizing PRAC as an official City committee; and

WHEREAS, at the February 16, 2022, the City Commission requested staff prepare an ordinance to add PRAC to the City Code; and

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. The Oregon City Municipal Code shall be amended to add a new the Chapter 2.58 attached as Exhibit 1 to this ordinance.

Section 2. The existing member appointments, terms, and adopted bylaws shall continue unchanged after the adoption of this ordinance.

Read for the first time at a regular meeting of the City Commission held on the 6th day of April 2022, and the City Commission finally enacted the foregoing ordinance this 20th day of April 2022.

RACHEL LYLES SMITH, Mayor

Attested to this 20th day of April 2022,

Approved as to legal sufficiency:

Jakob S. Wiley, City Recorder

City Attorney

Exhibit 1 – Oregon City Municipal Code, Title 2, Chapter 2.58

Ordinance 22-1002 Exhibit 1

Chapter 2.58 – Parks and Recreation Advisory Committee

2.58.010 – Established

The existing Parks and Recreation Advisory Committee is confirmed and officially recognized by the City Commission.

2.58.020 – Purpose

The Parks and Recreation Advisory Committee exists to aid the City of Oregon City in providing ample and diverse recreational opportunities for City residents, in part by advising the City Commission, through the Parks and Recreation Director, on the implementation of the Park and Recreation Master Plan. The City Commission may provide a list of objectives and responsibilities for the committee and may includes those in its approved bylaws. The City Commission may also refer certain items for review by the Parks and Recreation Advisory Committee.

2.58.030 – Organization

The Parks and Recreation Advisory Committee shall consist of nine (9) members of the public who shall serve staggered 3-year terms from January 1st or the date of appointment, whichever is later, until December 31st of the third year. In addition, one (1) non-voting youth resident may be appointed as an additional member of the committee for a single year. Additional requirements may be assigned to specific positions by the City Commission through the approved bylaws. During its first meeting each year, the Parks and Recreation Advisory committee shall select a chair and vice chair to serve for that year. The chair shall lead all meetings of the Parks and Recreation Advisory Committee. The vice chair shall assume the role of chair in the absence of the chair.

2.58.040 – Appointment and Removal

Members shall be appointed in the manner of other advisory boards and committees. The City Commission may remove committee members with justification, including reasons of excessive absence at meetings, ethical violations, abuse of their position, a violation of City policy or code, or a violation of law. A new member may be appointed to complete the term of the removed member.

2.58.050 – Powers and Duties

The Parks and Recreation Advisory Committee is tasked with providing recommendations and advice to the City Commission, the City Manager, and the City's staff. The Parks and Recreation Advisory Committee serves in an advisory capacity and does not have independent legislative or administrative authority.

2.58.060 – Meetings

The Parks and Recreation Advisory Committee shall hold a minimum of nine (9) meetings annually at a time and place selected by the committee. The Parks and Recreation Advisory Committee shall abide by all applicable public meeting laws and policies in effect at the time of the meeting.

2.58.070 – Bylaws

From time to time, the Parks and Recreation Advisory Committee may draft bylaws for its own use and submit those bylaws for final approval by the City Commission. No bylaw created by the Parks and Recreation Advisory Committee is effective until it has been approved by the City Commission.



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: City Manager Tony Konkol

Agenda Date: 04/06/2022

SUBJECT:

Mayoral Vacancy Process

STAFF RECOMMENDATION:

Information and discussion

EXECUTIVE SUMMARY:

Mayor Lyles Smith has announced her resignation as Mayor of Oregon City effective April 22, 2022. Section 9 – Mayor of the Oregon City Charter prescribes the process for filling the Mayoral position upon a vacancy prior to the expiration of the term. The following information is provided for review and City Staff and the City Attorney will be available to answer any questions.

BACKGROUND:

Section 9 - Mayor of the Oregon City Charter identifies the process for filling a Mayoral vacancy. The relevant section is underlined below and the entirety of Section 9 states the following:

At the 1990 general biennial election, and at every general election each four years thereafter, a mayor shall be elected from the city at large for a four year term. The mayor in office at the time this charter is amended in May 1990, shall continue in office until January 2, 1991. The mayor shall have been a resident of the city for at least twelve months preceding election to that office and shall remain a resident of the city as a condition of holding such office. No person may file for the position of mayor and city commissioner at any single election. The term of office of the mayor shall commence on the 2nd day of January after the election of that position the preceding November, unless such date shall fall on a legal holiday, in which case such term shall commence the following day.

Notwithstanding section 32 of this charter, if at any time after January 2, 1991, the office of Mayor shall become vacant before the normal expiration of that term, a special election shall be held at the next available date to fill that office for the unexpired term; provided, however, if one hundred eighty (180) days or fewer remain in such term vacated, the commission shall appoint a person to fill such vacancy for the remainder of the unexpired term.

If a prospective candidate for election to the office of mayor has been elected either to the office of mayor or city commissioner for more than two terms of four years in the previous ten years, that prospective candidate shall not be eligible for election to the office of mayor.

(Adopted by voters at the City election held May 15, 1990 as amended by voters at the City election held November 7, 2000)

The current position held by Mayor Lyles Smith, upon resignation on April 22, 2022, will have more than 180 days remaining in the term, which will require the City to hold a special election at the next available date. The next available date for a special election is August 23, 2022.

Section 9A – Commission President of the Oregon City Charter indicates that the Commission President shall have and exercise the power to perform all duties of the Mayor upon the elected Mayor's inability to perform those duties. Commission President McGriff will assume the Mayoral duties, as identified in the Oregon City Charter, after Mayor Lyles Smith's resignation becomes effective on April 22, 2022. The Oregon City Charter language for Section 9A – Commission President is included below:

The commission shall meet at 8 o'clock P.M. on the first Wednesday in January after the first general election under this charter and shall be called to order by the mayor. The commission, including the mayor, shall then proceed to elect a commission president by ballot from their number who shall hold office for the term of one year and until a successor shall be elected and qualified. The commission president shall perform the duties of mayor in the absence of that officer. In the absence of the mayor from the city or the inability of the mayor to act, the president of the commission shall have and exercise the power to perform all duties of the mayor.

(Adopted by voters at the City election held May 15, 1990)

2022 Local Elections Calendar

 Last day for	Primary Election		General Election	
	March 8	May 17	August 23	November 8
County Elections Official to Publish				
→ notice of district board election (ORS 255.075)	November 27	January 27	May 13	July 21
 Regular district elections are generally held in May of odd numbered years. Districts should contact the county elections official of the county in which the district's administrative office is located for election information.				
County, City or District Candidates to file with Local Elections Official				
→ a declaration of candidacy and required filing fee	January 6	March 8	June 23	August 30
or				
→ a verified nominating petition containing 100% of the required number of signatures				
→ a statement for inclusion in county voters' pamphlet	January 10	March 10	June 27	September 1
→ a statement for inclusion in county voters' pamphlet if the candidate files candidacy with governing body other than county clerk	January 10	March 21	June 27	September 12
 District Candidates: The enabling statutes, or principal act, of a district specifies how board members are elected. Most districts, as defined in ORS 255.012, elect board members at the regular district election which is held in May of odd numbered years or at the Primary or General Election. As provided for in ORS 255.235(2)(a), the March and September deadlines included above are only applicable if the election is a district's first election to elect board member and are not included in the daily calendar.				

2023 Local Elections Calendar

 Last day for	Primary Election		General Election	
	March 14	May 16	August 22	November 7
County Elections Official to Publish				
→ notice of district board election (ORS 255.075)	December 2, 2022	February 3	May 12	July 28
 Regular district elections are generally held in May of odd numbered years. Districts should contact the county elections official of the county in which the district's administrative office is located for election information.				
Candidates to file with County Elections Official				
→ verified signatures or \$10 filing fee (ORS 255.235)	January 12	March 16	June 22	September 7
→ statement for inclusion in county voters' pamphlet	January 17	March 20	June 26	September 11
 County and City Candidates: Deadlines applicable to county and city office are not included on this calendar. Candidates for those offices, unless otherwise provided for by charter or ordinance, are elected at the primary or general election. If a county or city charter provides for candidates to be elected at an election other than the primary or general election but does not specify a deadline or adopts the statutory filing deadline, ORS 249.722 applies.				
 District Candidates: The enabling statutes, or principal act, of a district specifies how board members are elected. Most districts, as defined in ORS 255.012, elect board members at the regular district election which is held in May of odd numbered years or at the Primary or General Election. The March, September and November deadlines included above, are only applicable if the election is a district's first election to elect board member (ORS 255.235(2)(a)). They are not included in the daily calendar.				