



CITY OF OREGON CITY CITY COMMISSION REGULAR MEETING AGENDA

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, August 7, 2024 at 7:00 PM

Ways to participate in this public meeting:

- Attend in person, location listed above. Please see the public comment guidelines below.
- 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 public comment 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

4. PUBLIC COMMENTS

Please see the public comment guidelines below.

5. PRESENTATIONS

6. ADOPTION OF THE AGENDA

7. CONSENT AGENDA

- OLCC: Liquor License Application – Limited On-Premises and Off-Premises, CTP Adventures, LLC (dba The Growler Run), 19502 Molalla Ave., Ste. 117, Oregon City
- Personal Services Agreement with Kennedy/Jenks Consultants, Inc. for the Henrici Water Pump Station and Transmission Improvement – WIFIA 3-2 Project (CI 24-004)
- Purchase of Asphalt for 2024 In-House Paving Projects
- Purchase of Traffic Signal Radar Equipment from Advanced Traffic Products
- Minutes of the April 17, 2024 City Commission Regular Meeting
- Minutes of the May 01, 2024 City Commission Regular Meeting

8. PUBLIC HEARINGS

9. GENERAL BUSINESS

- Second Reading of Ordinance No. 24-1006, Revising the City Code for the Youth Advisory Commission

10. COMMUNICATIONS

City Manager

Commissioners

Mayor

11. ADJOURNMENT

ORDINANCE NOTICE

If an ordinance is noticed above in this agenda, the text of the ordinance is available online with the posted agenda packet. In

addition, three copies are provided for public review in the Office of the City Recorder upon request.

PUBLIC COMMENT GUIDELINES

Complete a Comment Card prior to the meeting and submit it to the City Recorder. When the Mayor/Chair calls your name, proceed to the speaker's table, and state your name and city of residence. Each speaker is given 3 minutes to speak. Representatives of neighborhood associations may be given 5 minutes to speak if requested. As a general practice, the City Commission does not engage in discussion with those making comments. Complaints shall first be addressed at the department level prior to addressing the City Commission. Electronic presentations are permitted but must 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](#) 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 WPMC at 503-650-0275 for a programming schedule.



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** August 7, 2024
From: Shaun Davis, Police Chief

SUBJECT:

Item 7.a. - OLCC: Liquor License Application – Limited On-Premises and Off-Premises, CTP Adventures, LLC (dba The Growler Run), 19502 Molalla Ave., Ste. 117, Oregon City

STAFF RECOMMENDATION:

Staff recommends the City Commission approve the OLCC Application for CTP Adventures, LLC (dba The Growler Run), 19502 Molalla Ave., Ste. 117, Oregon City

EXECUTIVE SUMMARY:

The attached application is for an OLCC Limited On-Premises and Off-Premises license for CTP Adventures, LLC. This application is for a change of ownership at The Growler Run.

BACKGROUND:

The Oregon City Police Department ran a background check on Tera Pilcher, and she is eligible to hold a liquor license. This application is for a change of ownership. 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 OLCC: Liquor License Application – Limited On-Premises and Off-Premises, CTP Adventures, LLC (dba The Growler Run), 19502 Molalla Ave., Ste. 117, Oregon City.
2. Deny OLCC: Liquor License Application – Limited On-Premises and Off-Premises, CTP Adventures, LLC (dba The Growler Run), 19502 Molalla Ave., Ste. 117, Oregon City and provide further direction.

BUDGET IMPACT:

Amount \$

Fiscal Year(s):

Funding Source(s):

LIQUOR LICENSE APPLICATION

Page 1 of 4

Check the appropriate license request option:

☐ New Outlet | ☒ Change of Ownership | ☐ Greater Privilege | ☐ Additional Privilege

Select the license type you are applying for.

More information about all license types is available [online](#).

Full On-Premises

- ☐ Commercial
- ☐ Caterer
- ☐ Public Passenger Carrier
- ☐ Other Public Location
- ☐ For Profit Private Club
- ☐ Nonprofit Private Club

Winery

- ☐ Primary location
- Additional locations: ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th

Brewery

- ☐ Primary location
- Additional locations: ☐ 2nd ☐ 3rd

Brewery-Public House

- ☐ Primary location
- Additional locations: ☐ 2nd ☐ 3rd

Grower Sales Privilege

- ☐ Primary location
- Additional locations: ☐ 2nd ☐ 3rd

Distillery

- ☐ Primary location
- Additional tasting locations: (Use the DISTT form [HERE](#))

☒ Limited On-Premises

☒ Off Premises

- ☐ Warehouse
- ☐ Wholesale Malt Beverage and Wine

LOCAL GOVERNMENT USE ONLY

LOCAL GOVERNMENT

After providing your recommendation, return this form to the applicant **WITH** the recommendation marked below

Name of City OR County (not both)

Please make sure the name of the Local Government is printed legibly or stamped below

Date application received:

Optional: Date Stamp Received Below

- ☐ Recommend this license be granted
- ☐ Recommend this license be denied
- ☐ No Recommendation/Neutral

Printed Name

Date

Signature

Trade Name

LIQUOR LICENSE APPLICATION

Page 2 of 4

APPLICANT INFORMATION

Identify the applicants applying for the license. This is the entity (example: corporation or LLC) or individual(s) applying for the license. Please add an additional page if more space is needed.

Name of entity or individual applicant #1:

CTP Adventures, LLC

Name of entity or individual applicant #2:

Name of entity or individual applicant #3:

Name of entity or individual applicant #4:

BUSINESS INFORMATION

Trade Name of the Business (name customers will see):

The Growler Run

Premises street address (The physical location of the business and where the liquor license will be posted):

19502 molalla Ave. #117

City:

Oregon City

Zip Code:

97045

County:

Clackamas

Business phone number:

503-387-6987

Business email:

teralee.pilcher@gmail.com

Business mailing address (where we will send any items by mail as described in OAR 845-004-0065(11)):

19502 molalla Ave. #117

City:

Oregon City

State:

OR

Zip Code:

97045

Does the business address currently have an OLCC liquor license? ☒ Yes ☐ No

Does the business address currently have an OLCC marijuana license? ☐ Yes ☒ No

APPLICATION CONTACT INFORMATION — Provide the point of contact for this application. If this individual is not an applicant or licensee, the Authorized Representative Form must be completed and submitted with this application.

Application Contact Name:

Tera Pilcher

Phone number:

503-421-1766

Email:

teralee.pilcher@gmail.com

LIQUOR LICENSE APPLICATION

Page 3 of 4

TERMS

- “Real property” means the real estate (land) and generally whatever is erected or affixed to the land (for example, the building) at the business address.
- “Common area” is a privately owned area where two or more parties (property tenants) have permission to use the area in common. Examples include the walking areas between stores at a shopping center, lobbies, hallways, patios, parking lots, etc. An area’s designation as a “common area” is typically identified in the lease or rental agreement.

ATTESTATION – OWNERSHIP AND CONTROL OF THE BUSINESS AND PREMISES

- Each applicant listed in the “Application Information” section of this form has read and understands OAR 845-005-0311 and attests that:
 1. At least one applicant listed in the “Application Information” section of this form has the legal right to occupy and control the real property proposed to be licensed as shown by a property deed, lease, rental agreement, or similar document.
 2. No person not listed as an applicant in the “Application Information” section of this form has an ownership interest in the business proposed to be licensed, unless the person qualifies to have that ownership interest waived under OAR 845-005-0311.
 3. The licensed premises at the premises street address proposed to be licensed either:
 - a. Does not include any common areas; or
 - b. Does include one or more common areas; however, only the applicant(s) have the exclusive right to engage in alcohol sales and service in the area to be included as part of the licensed premises.
 - In this circumstance, the applicant(s) acknowledges responsibility for ensuring compliance with liquor laws within and in the immediate vicinity of the licensed premises, including in portions of the premises that are situated in “common areas” and that this requirement applies at all times, even when the business is closed.
 4. The licensed premises at the premises street address either:
 - a. Has no area on property controlled by a public entity (like a city, county, or state); or
 - b. Has one or more areas on property controlled by a public entity (like a city, county, or state) and the public entity has given at least one of the applicant(s) permission to exercise the privileges of the license in the area.

LIQUOR LICENSE APPLICATION

Page 4 of 4

Applicant Signature(s): Each individual listed in the applicant information box on page 2 (entity or individuals applying for the license) must sign the application.

If an applicant listed in the applicant information box on page 2 is an entity (such as a corporation or limited liability company), at least one member or officer of the entity must sign the application.

- Each applicant listed in the "Application Information" section of this form has read and understands OLCC 845-006-0362 and attests that:

1. Upon licensure, each licensee is responsible for the conduct of others on the licensed premises, including in outdoor areas.
2. The licensed premises will be controlled to promote public safety and prevent problems and violations, with particular emphasis on preventing minors from obtaining or consuming alcoholic beverages, preventing over-service of alcoholic beverages, preventing open containers of alcoholic beverages from leaving the licensed premises unless allowed by OLCC rules, and preventing noisy, disorderly, and unlawful activity on the licensed premises.

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.

CTPAdventures, LLC	Jera L. Pilcher	7/9/24
Applicant name	Signature	Date

Applicant name	Signature	Date

Applicant name	Signature	Date

Applicant name	Signature	Date

Applicant/Licensee Representative(s): If you would like to designate a person/entity to act on your behalf you must complete the Authorized Representative Form. You may submit the form with the application or anytime thereafter. The form must be received by the OLCC before the representative can receive or submit information for the applicant.

Please note that applicants/licensees are responsible for all information provided, even if an authorized representative submits additional forms on behalf of the applicant.



OREGON LIQUOR & CANNABIS COMMISSION INDIVIDUAL HISTORY FORM

WHO MUST COMPLETE THIS FORM?

You must complete this form if:

- Your name is listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form.
- A corporation is listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form and you are:
 - President, a Vice President with responsibility over the operation of the business, Secretary, or Treasurer.
 - A Director with 3% or more voting stock.
 - An individual who owns 20% or more of issued stock.
- A limited liability company (LLC) is listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form and you are:
 - A Managing Member of the LLC (this is an individual designated to manage the LLC; it may or may not be the same individual designated to manage the business).
 - A Member who owns 20% or more of the membership.
 - An Officer (such as a President or Secretary) with responsibilities over the operation of the business.

You must work with the OLCC to determine who must complete this form if you are:

- Part of an entity *other than* a corporation or LLC that is listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form, or
- Part of an entity that owns 10% or more of an entity listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form.

IN ADDITION, THE OLCC MAY REQUIRE OTHER PEOPLE TO COMPLETE THIS FORM WHEN THERE IS REASON TO BELIEVE IT MAY HELP THE OLCC IN ITS INVESTIGATION.



OREGON LIQUOR & CANNABIS COMMISSION
INDIVIDUAL HISTORY FORM

PRINT FORM

RESET FORM

1. Name (Print):	Pilcher Last	Tera First	Lee Middle
2. Other names used (maiden, other)	[REDACTED]		
3. Do you have a Social Security Number (SSN) issued by the United States Social Security Administration? Yes ☒ No ☐	If yes, you must list your SSN: [REDACTED]		
SOCIAL SECURITY NUMBER DISCLOSURE: As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below. Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your <u>voluntary consent</u> to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a)).			
4. Do you consent to the OLCC's use of my SSN as described above? Check this box:	☒		
5. Date of Birth (DOB):	[REDACTED] (mm) (dd) (yyyy)		
6. Driver License or State ID #:	[REDACTED]	7. State OR	
8. Contact Phone:	503.421.1766		
9. E-mail Address:	teralee.pilcher@gmail.com		
10. Mailing Address:	[REDACTED] (Number and Street) (City) (State) (Zip Code)		
11. In the past 10 years, have you been convicted of a felony or a misdemeanor in a U.S. state outside of Oregon? No ☒ Yes ☐ (If yes, explain in the space provided, below) Unsure ☐ Choose this option and provide an explanation if, for example: you were arrested or went to court, but are unsure of whether there was a conviction; you paid a fine or served probation or parole, but are unsure of whether there was a conviction; or if you know you had a conviction, but you are unsure of whether the conviction has been removed from your record, etc.			



OREGON LIQUOR & CANNABIS COMMISSION
INDIVIDUAL HISTORY FORM

12. Do you, or any entity that you are a part of, currently hold or have you previously held a recreational marijuana license in Oregon? (Note: marijuana worker permits are not marijuana licenses.)

No ☒ Yes ☐ Please list licenses (and year(s) licensed) below Unsure ☐ Please include an explanation:

13. Do you, or any entity that you are a part of, hold an alcohol license in a U.S. state outside of Oregon?

No ☒ Yes ☐ Please list licenses (and year(s) licensed) below Unsure ☐ Please include an explanation:

14. Do you or any entity that you are a part of, have any other liquor license applications pending with the OLCC?

No ☒ Yes ☐ Please list applications below Unsure ☐ Please include an explanation:

You must sign your own form (electronic signature acceptable). Another individual, such as your attorney or an individual with power of attorney, **may not** sign your form.

Affirmation

Even if I receive assistance in completing this form, I affirm by my signature below, that my answers on this form are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to my criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Name (Print):	Pilcher Last	Tera First	Lee Middle
Signature:	Tera L. Pilcher		Date: 7/9/24

This box for OLCC use ONLY

Does the individual currently hold, or has the individual previously held, an OLCC- issued liquor license?



OREGON LIQUOR & CANNABIS COMMISSION
BUSINESS INFORMATION

Please Print or Type

Applicant Name: CTP Adventures, LLC Phone: 503.387.6987

Trade Name (dba): The Growler Run

Business Location Address: 19502 Molalla Ave #117

City: Oregon City ZIP Code: 97045

DAYS AND HOURS OF OPERATION

Business Hours:

Outdoor Area Hours:

The outdoor area is used for:

Sunday 12pm to 10pm
Monday 12pm to 10pm
Tuesday 12pm to 10pm
Wednesday 12pm to 10pm
Thursday 12pm to 10pm
Friday 12pm to 11pm

Sunday 12pm to 10pm
Monday 12pm to 10pm
Tuesday 12pm to 10pm
Wednesday 12pm to 10pm
Thursday 12pm to 10pm
Friday 12pm to 11pm

☐ Food service Hours: _____ to _____
☒ Alcohol service Hours: 12pm to 11pm

☐ Enclosed, how _____

The exterior area is adequately viewed and/or supervised by Service Permittees.

Saturday 12pm to 11pm

Saturday 12pm to 11pm

(Investigator's Initials)

Seasonal Variations: ☐ Yes ☒ No If yes, explain: _____

ENTERTAINMENT

Check **ALL** that apply:

- | | |
|--|--|
| ☐ Live Music | ☐ Karaoke |
| ☐ Recorded Music | ☒ Coin-operated Games |
| ☐ DJ Music | ☒ Golden Tee (golf) game |
| ☐ Dancing ☐ Nude Dancing | ☐ Video Lottery Machines |
| ☐ Live Entertainment | ☐ Social Gaming |
| ☐ Minor Entertainers | ☐ Pool Tables |
| | ☐ Other: _____ |

*Minor Entertainers in an area prohibited to minors need prior approval from the OLCC

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday _____ to _____
Monday _____ to _____
Tuesday _____ to _____
Wednesday _____ to _____
Thursday _____ to _____
Friday _____ to _____
Saturday _____ to _____

We may have live music a couple times a year, but nothing scheduled or consistent

SEATING COUNT

Restaurant: 59 Outdoor: 12 Lounge: _____
Banquet: _____ Other (explain): _____ Total Seating: 71

OLCC USE ONLY

Investigator Verified Seating: _____ (Y) _____ (N)

Investigator Initials: _____

Date: _____

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: Jana L. Pilcher Date: 7/9/24

www.oregon.gov/olcc

Rev: 2.1.23



OREGON LIQUOR & CANNABIS COMMISSION FLOOR PLAN

INSTRUCTIONS

1. Your floor plan **MUST** be submitted on the Floor Plan Form below
2. Use a separate Floor Plan Form for each level or floor of the building. The floor plan(s) must show the specific areas of your premises.
3. Label areas i.e. dining area, bar, lounge, lottery, outside patio and sidewalk cafe areas.
4. Food Counters should be labeled as such, and not as a Bar. At a Food Counter, food service/consumption is the predominant activity. At a Bar, alcohol service/consumption is the predominant activity. Please label Food Counters and Bars accordingly.
5. Include all tables and chairs. (See Example below)
6. If you have an outdoor area, please show it in reference to the licensed building.
7. If you have sidewalk seating please contact your local government to see if a permit is required for use.
8. If this is a Food Cart Pod please label the floor plan where the alcohol will be served from, where food will be served, where the seating will be and any other food carts that are in the pod.

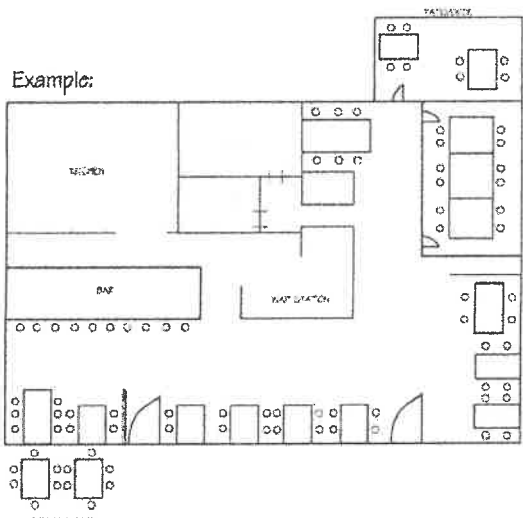
Please do not use complex architect drawings as your floor plan, unless they are clearly readable and show all the tables and chairs.

RESTAURANT EXAMPLE

 OREGON LIQUOR & CANNABIS COMMISSION
FLOOR PLAN FORM

Your floor plan must be submitted on this form
My Restaurant LLC
123 Main St, Portland, OR 97201

Example:



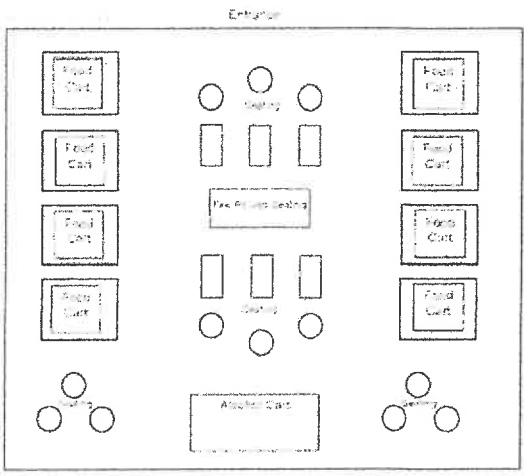
PLEASE USE ONLY
BLACK PUBLISHING MATERIALS

Date: _____ Initials: _____

FOOD CART POD EXAMPLE

 OREGON LIQUOR & CANNABIS COMMISSION
FLOOR PLAN FORM

Your floor plan must be submitted on this form
Food Carts LLC
123 Main St, Portland, OR 97201



PLEASE USE ONLY
BLACK PUBLISHING MATERIALS

Date: _____ Initials: _____



OREGON LIQUOR & CANNABIS COMMISSION

FLOOR PLAN FORM

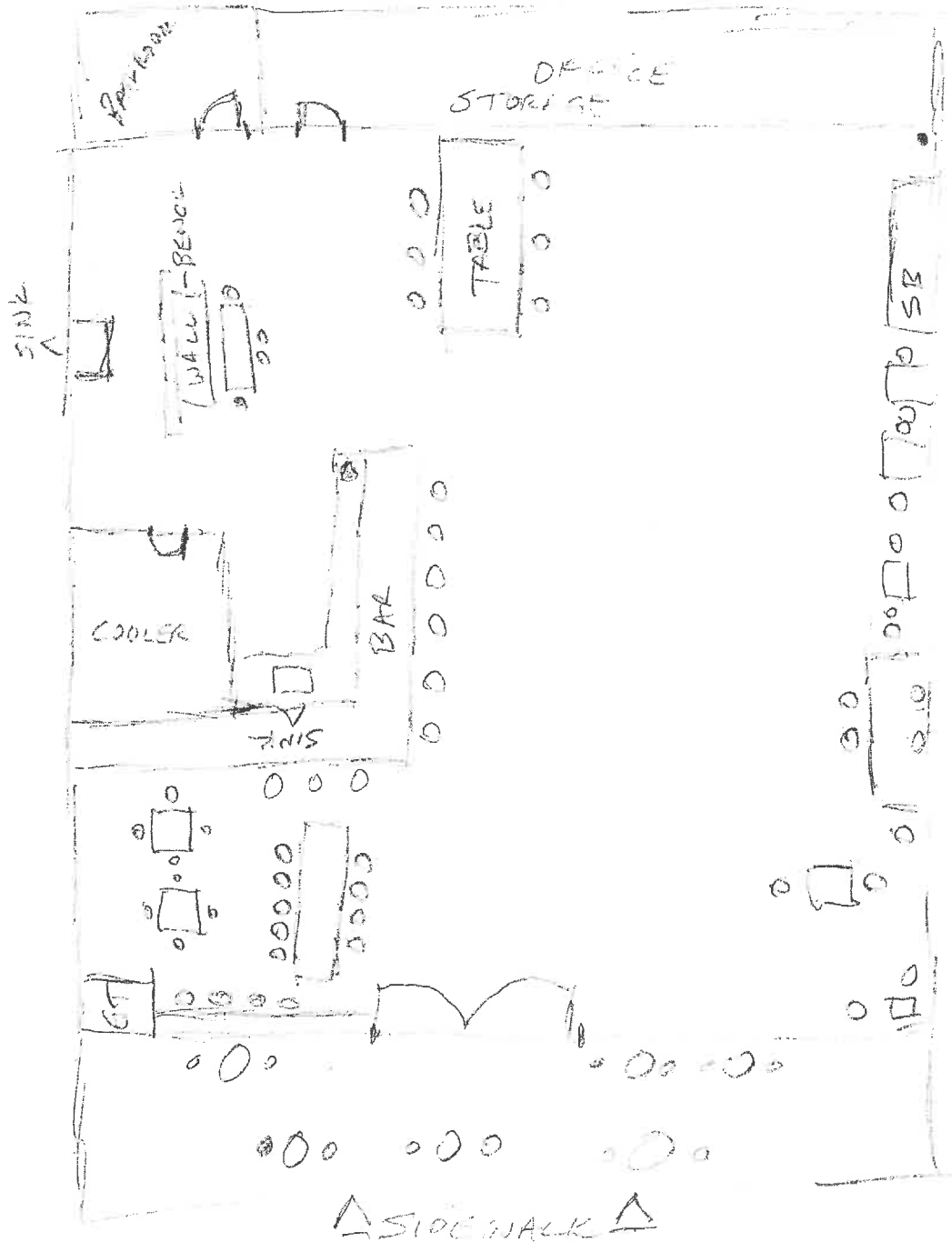
Your floor plan must be submitted on this form

CTP Adventures, LLC

Applicant Name

The Growler Run

Trade Name (dba)



.....OLCC USE ONLY.....
MINOR POSTING ASSIGNMENT(S)

Date:

Initials:



**Oregon Liquor & Cannabis Commission (OLCC)
LIMITED LIABILITY COMPANY (LLC)
FORM INSTRUCTIONS**

Definitions

- “Manager-Managed LLC” means an LLC where one or more individuals or entities have the responsibility to run the LLC, and as such, have been named as a “managing member.”
- “Managing member” means an individual or entity who has been named to run a manager-managed LLC.
 - A managing member is not required to own or hold membership in the LLC.
 - A manager of the business is not required to be a member or managing member of the LLC.
- “Member-Managed LLC” means an LLC where all members have the responsibility to run the LLC, and as such, no managing member has been named.
- “Member” means an individual or entity who owns membership in the LLC.
- “Entity” means an association, corporation, limited liability company, partnership, trust, or any similar entity that has legal standing under the laws of Oregon or another state within the United States.
- “Individual” means an individual human being.

When does the OLCC require this form to be submitted?

- The LLC is listed as an applicant in the “Applicant Information” section of the Liquor License Application form;
- The LLC has 20% or more ownership in an entity applicant listed in the “Applicant Information” section of the Liquor License Application;
- The OLCC believes obtaining this information may help the OLCC in its investigation.

	Manager-Managed LLC	Member-Managed LLC
Registered with the Oregon Secretary of State (SOS)	The OLCC does not require registration in Oregon with the Oregon Secretary of State.	The OLCC does not require registration in Oregon with the Oregon Secretary of State.
Section 1	Must complete this section. • List <u>all</u> managing members (may be one or more individuals or entities)	Not Applicable.
Section 2	Must complete this section. • List <u>all</u> members with 20% or more membership (may be one or more individuals or entities).	
Section 3	• An LLC with no officers should skip this section. • An LLC with the following officers must complete this section: president, secretary, treasurer, and vice president (with responsibility over the operation of the business).	
Individual History form	The following individuals must submit an Individual History form unless an exception applies: • All individuals who are a managing member, member with 20% or more membership, or a listed officer. Exceptions: • The OLCC has determined that the LLC has provided proof to the OLCC that it is listed on an exchange registered with the U.S. Securities and Exchange Commission; or • The OLCC has determined that the LLC has provided written documentation to the OLCC sufficient to show that control of the day-to-day operation of the business has been relinquished by the individual through a written management agreement, or similar written agreement, to one or more parties who are an applicant or licensee for the same license at the same premises. Relinquishing control over the day-to-day operation of the business includes not managing or controlling the sale or service of alcohol or directly supervising any person who sells or serves alcoholic beverages	
Section 4	• If the application is for a liquor license that allows customers to consume alcohol at the business, an individual must be listed who has completed, or will complete, an OLCC approved Alcohol Server Education class, and has passed the test. This individual must have the authority to set standards and policies for alcohol servers at the business. • If the application is not for a liquor license that allows customers to consume alcohol at the business, this section may be left blank.	
Section 5	One of the listed members or managing members must sign and date this form.	



Oregon Liquor & Cannabis Commission

LIMITED LIABILITY COMPANY (LLC) QUESTIONNAIRELLC Name CTP Adventures, LLCTrade Name of Business (Name Customers Will See) The Growler Run

The LLC named in this document is a (see page 1 for definitions):

☐

Manager-Managed LLC

☒

Member-Managed LLC

This section is ONLY for a manager-managed LLC. (Directions on page 1. You may include information on a separate sheet.)

Name of Managing Member (please print)	Name of Managing Member (please print)

This section is for BOTH a manager-managed LLC and a member-managed LLC. (Directions on page 1. You may include information on a separate sheet.)

Name of Member (please print)	Percentage of issued membership held
Tera L. Pilcher	100%

This section is ONLY for an LLC with the listed officers. (Directions on page 1. You may include information on a separate sheet.)

Title	Name (please print)
President	
Secretary	
Treasurer	
Vice president with responsibility over the operation of the business	

SERVER EDUCATION DESIGNEE (Directions on page 1)

Name (please print)	Date of Birth
Tera L. Pilcher	

SIGNATURE (Directions on page 1)NAME of Signing Person (please type or print) Tera L. Pilcher
Tera L. Pilcher DATE 7/9/24
 SIGNATURE of signing person (may electronically sign)
This box for OLCC use ONLY

Does the entity hold, or has it ever held, an OLCC-issued liquor license? _____



OREGON LIQUOR & CANNABIS COMMISSION LIQUOR LICENSE APPLICATION

Instructions

1. **Complete and sign** this application.
2. Prior to submitting this application to the OLCC, send the completed application to **the local government for the premises address** to obtain a recommendation.
 - If the premises street address is within a city's limits, the local government is the city.
 - If the premises street address is not within a city's limits, the local government is the county.
3. You can submit the application to the OLCC if:
 1. You have WRITTEN documentation showing the date the local government received the application or;
 2. The local government has provided you their recommendation.

ALL forms and documents must be a PDF attachment

4. **Email the PDF application that contains the local government recommendation or proof of submission** to: OLCC.LiquorLicenseApplication@oregon.gov.
5. **Do not** include any license fees with your application packet (fees will be collected at a later time).
When it's time to pay the license fee you must pay the full yearly fee for the current license year (the license fee will not be prorated). If you pay in the last quarter of your license year you must also pay the yearly fee for the next license year.

License Request Options - Please see the general definitions of the license request options below:

- **New Outlet:** The licensing of a business that does not currently hold an active liquor license.
- **Change of Ownership:** The request to completely change the licensee of record at a licensed business.
- **Greater Privilege:** The request to change from an Off-Premises to a Limited or Full On-Premises Sales license **OR** from a Limited to Full On-Premises Sales license.
- **Additional Privilege:** The licensee currently holds an active liquor license at the premises and that same licensee would like to request to add an **additional** different liquor license type at that same premises location.

Additional Information

Applicant Identification: Please review [OAR 845-006-0301](#) for the definitions of "applicant" and "licensee" and [OAR 845-005-0311](#) to confirm that all individuals or entities with an ownership interest (other than a waivable ownership interest, per [OAR 845-005-0311\[6\]](#)) in the business have been identified as license applicants on this document. If you have a question about whether an individual or entity needs to be listed as an applicant for the license, discuss this with the OLCC staff person assigned to your application.

Premises Address: This is the physical location of the business and where the liquor license will be posted.

Applicant Signature(s): Each individual listed in the applicant information box on page 2 (entity or individuals applying for the license) must sign the application.
If an applicant listed in the applicant information box on page 2 is an entity (such as a corporation or limited liability company), at least one member or officer of the entity must sign the application.

Applicant/Licensee Representative(s): In order to make changes to a license or application or to receive information about a license or application by someone other than the applicant/licensee you must:

- Complete the [Authorized Representative Form](#) designating a person/entity to act on your behalf and submit with the application.

For help with this application or any related documents or processes, email olcc.alcohollicensing@oregon.gov.



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** August 7, 2024
From: John Lewis, Public Works Director

SUBJECT:

Item 7.b. - Personal Services Agreement with Kennedy/Jenks Consultants, Inc. for the Henrici Water Pump Station and Transmission Improvement – WIFIA 3-2 Project (CI 24-004)

STAFF RECOMMENDATION:

Award the contract and authorize the City Manager to execute the Personal Services Agreement with Kennedy/Jenks Consultants, Inc. in the amount of \$2,663,891.00 for design services, preparation of bid documents and construction services for the Henrici Water Pump Station and Transmission Improvements – WIFIA 3-2 Project (CI 24-004).

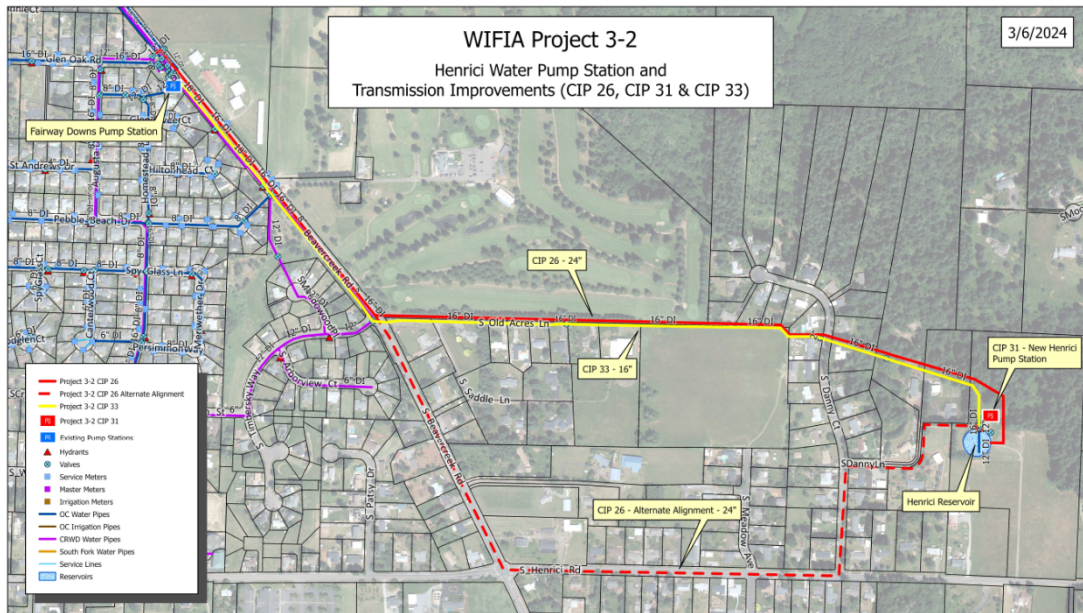
EXECUTIVE SUMMARY:

This contract will provide professional services needed to complete design, develop bid documents and support delivery of this project, through construction, for the Henrici Water Pump Station and Transmission Improvement – WIFIA 3-2 Project (CI 24-004). This is the second transmission improvement project included in the City's Water Infrastructure Finance and Innovation Act (WIFIA) loan.

BACKGROUND:

This project is identified in the City's Water Master Plan, adopted in 2012 and amended in 2021. An Upper System Study was completed in 2022, confirming this as one of the highest priority projects to improve water system transmission in the city's upper pressure zone. This project, referred to as "WIFIA 3-2", consists of three (3) different, but related, capital improvement projects (identified in the planning documents) as:

- CIP-26 - This project will construct a new, larger diameter transmission main (24 inch) to replace the existing 16-inch transmission main. The new transmission main will connect to the City's existing system, near Glen Oak Road, and continue south to the existing Henrici Reservoir.
- CIP-31- This project will construct a new pump station, to replace the undersized and aging Fairway Downs Pump Station. This new Henrici Pump Station will be located on City-owned property and be sized to serve existing and future customers.
- CIP-33- This project will re-purpose the existing 16-inch transmission main, by converting it to a distribution main. This main will deliver water to customers from the new Henrici Pump Station, to the area currently served by the existing Fairway Downs Pump Station. In addition, water will be delivered to the expanded service area, including portions of the Thimble Creek Concept Plan area.



The attached scope of work (Exhibit A to the Personal Services Agreement) describes the professional services to be provided, including the scope of services, estimated fee and baseline schedule for design and construction management services through construction. The authorized amount of this contract is based on a transmission main alignment along Henrici Road (“Base Alignment” noted in the Fee Estimate).

The proposed schedule is as follows:

Phase	Start	Finish
Design	August 2024	November 2025
Bid Solicitation	November 2025	February 2026
Construction	February 2026	August 2027

On March 11 and 13, 2024, a request for proposals for professional, technical and expert services for the Henrici Water Pump Station & Transmission Improvement - WIFIA 3-2 Project (CI 24-004) 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 April 8, 2024, and three (3) proposals were received. A selection committee reviewed the proposals and determined that Kennedy/Jenks Consultants, Inc. was the most qualified proposer.

This procurement follows Oregon City Municipal Code 2.40.020, which allows use of the Attorney General Model Rules for Engineering and Architectural Services. OAR 137-048-0220 requires the use of a Formal Solicitation for projects where the anticipated consultant fee is greater than \$250,000.

OPTIONS:

1. Approve Personal Services Agreement with Kennedy/Jenks Consultants, Inc. for the Henrici Water Pump Station and Transmission Improvement – WIFIA 3-2 Project (CI 24-004).
2. Approve Personal Services Agreement with Kennedy/Jenks Consultants, Inc. for the Henrici Water Pump Station and Transmission Improvement – WIFIA 3-2 Project (CI 24-004) with Amendments.
3. Deny Personal Services Agreement with Kennedy/Jenks Consultants, Inc. for the Henrici Water Pump Station and Transmission Improvement – WIFIA 3-2 Project (CI 24-004) and provide further direction.

BUDGET IMPACT:

Amount \$2,663,891
Fiscal Year(s): FY 24-25, FY 25-26, FY 26-27
Funding Source(s): Water Fund and Water SDC Fund

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

**HENRICI WATER PUMP STATION AND TRANSMISSION IMPROVEMENT – WIFIA 3-2 PROJECT
(CI 24-004)**

This PERSONAL SERVICES AGREEMENT (“Agreement”) is entered into between the CITY OF OREGON CITY (“City”) and **KENNEDY/JENKS CONSULTANTS, 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 **October 1, 2027**, 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 **Two Million, Six Hundred and Sixty-Three Thousand, Eight Hundred Ninety-One Dollars and zero cents (\$2,663,891.00)**.

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, the Standard Conditions to Oregon City Personal Services Agreement attached as Exhibit B, and WIFIA Compliance Requirements attached as Exhibit C, 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:

Kennedy/Jenks Consultants, Inc.
1500 NE Irving St, Suite 200
Portland, Oregon 97232
Attention: Kathy Fretwell

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

KENNEDY/JENKS CONSULTANTS, INC.

By: _____

By: _____

Name: John M. Lewis, P.E

Name: Kathy Fretwell, P.E.

Title: Public Works Director

Title: Vice President

DATED: _____, 20____.

DATED: _____, 20____.

By: _____

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

Name: Anthony J. Konkol III

DATE: _____

Title: City Manager

DATED: _____, 20____.

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
City Attorney

Exhibit A – SCOPE OF SERVICES

Contract Statement of Work, Delivery Schedule and Summary of Estimate for Services
Henrici Water Pump Station & Transmission Improvements – WIFIA 3-2
City Project #: CI 24-004

Oregon City

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

Kennedy Jenks Consultants

Project Manager: Kathy Fretwell
1500 NE Irving
Suite 200
Portland, OR 97232
(503) 423-4013
kathyfretwell@kennedyjenks.com

Project Understanding and Work Scope for Complete Project

Overview

The City's Water Master Plan, amended January 2021, identified the need for several capital improvements. The city subsequently completed an Upper System Analysis to further define the water system needs in the Upper and Fairway Downs Pressure Zone (collectively referenced as the "upper system"). The analysis confirmed the need for upper system transmission improvements. The second priority upper system transmission improvement project for implementation was the Henrici Water Pump Station & Transmission Improvements – (CI 24-004). This project is to design a new Henrici Pump Station (PS) to address the requirements of the master plan for current system demands and future needs to meet growing demands in the City. The new PS will ultimately replace the Fairway Downs Pump Station serving the Thimble Creek pressure zone. The PS will need the flexibility to pump to a future Reservoir to provide long-term flexibility for serving the Thimble Creek pressure zone by gravity. A new 24-inch transmission main will also be needed from Glen Oak Road to the Henrici Reservoir. Federal funding through the Water Infrastructure Finance and Innovation Act (WIFIA 3-2) will be used for the completion of the project.

Scope of Work Elements

While several alternatives for the pump station and transmission main alignment will be analyzed, the base scope of work for this project assumes a transmission main route through Henrici Road and Beaver Creek Rd as shown on Figure 1 below, identified as Option A. The alternative alignments follow routes that would require easements and more complex construction, additional cost associated with these alternative alignments is included in task 13.

Scope of Work

Henrici Water Pump Station & Transmission Improvements – WIFIA 3-2 (CI 24-004)

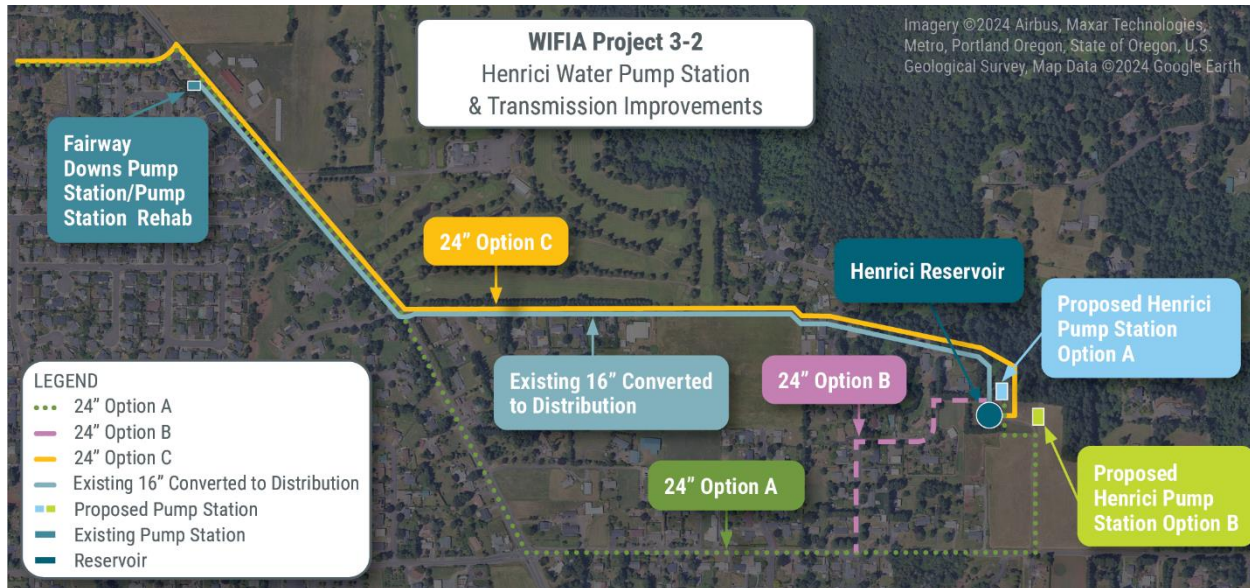


Figure 1: Proposed Alternatives

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

- **Task 1 – Project Management.** Includes the coordination, administration, and management of the project with the City's project manager and staff to deliver the detailed design, bidding phase and construction phase services within the established budget and delivered within the agreed to schedule. This task includes management and coordination of the engineering staff, subconsultants, and subcontractors.
- **Task 2 – Public Outreach.** Includes the development and execution of a Public Outreach Plan to gather information from, and provide project information to, businesses and residential customers.
- **Task 3 – Surveying.** Includes field and office activities to develop a basemap to be used in the development of construction contract documents.
- **Task 4 – Geotechnical Investigations.** Includes field investigations of subsurface conditions along the pipeline alignment and at the pump station site using borings to provide recommendations to inform design of the project.
- **Task 5 – Archaeological Services.** Includes a reconnaissance survey of the project area to determine if culturally significant archaeological sites may be encountered during construction and provides recommendations for field monitoring during construction.
- **Task 6 – Permitting and Land Use.** Includes preparation of permit applications necessary to complete the project.
- **Task 7 – Utility Coordination.** Includes research of existing utilities along the proposed alignment to identify and resolve conflicts, and limited subsurface utility exploration to locate underground utilities.
- **Task 8 – Right-of-Way Evaluation for Alternative Analysis.** Includes evaluation of requirements for temporary and permanent easements associated with the proposed alternatives, estimating the costs of easements based on recent acquisition cost by the City on a per acre basis, and including the cost in the alternatives analysis.

Scope of Work

Henrici Water Pump Station & Transmission Improvements – WIFIA 3-2 (CI 24-004)

- **Task 9 – Design Services.** Includes an alternatives analysis to confirm the location of the proposed Henrici Water Pump Station and the proposed alignment for the 24-inch transmission improvements. Once an alternative is selected the design includes the preparation of design plans, specifications, and engineer's opinion of probable construction costs with collaborative interim reviews by the City.
- **Task 10 – Bid Phase Services.** Includes supporting the City by providing information to prospective bidders during the bid period to promote the successful award of the project.
- **Task 11 – Construction Phase Services.** Includes engineering services during construction to review Contractor submittals and requests for information, construction management and observation, and contract closeout.
- **Task 12 –Contingency Tasks as Authorized by the City.** Includes additional tasks that may be required during design or construction that are not within the scope based on current level of effort.
- **Task 13 –Additional Scope for Alternative Alignment.** Includes items that may be required for an alignment following the path of the existing 16-inch transmission main into the Henrici Pump Station.

Project Team

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

- Kathy Fretwell, Senior Project Manager, Kennedy/Jenks Consultants, Inc. (KJ)
- Shawn Spargo, Pump Station Project Engineer, KJ
- Michael Humm, Pipeline Project Engineer, KJ
- Jen Winslow, Public Involvement, JLA
- Greg Engelgau, Surveyor, Statewide Surveying
- Elliot Mecham, Geotechnical Lead, Shannon & Wilson (S&W)
- Thomas Ostrander, Archaeological/Historical Lead, Environmental Science Associates
- Scott Foster, Surge Analysis, Scott Foster Engineering
- Wes Shoger, PLA, Landscape Architecture, GreenWorks
- Bethina Barboza Wilber, Special Inspections, Intertek, PSI
- Steve Fox, Property Acquisition Lead, Clark Land Resources, Inc.
- Jason Jones, Subsurface Utility Exploration Lead, VacX

Schedule

The anticipated duration of the project is assumed to require seven hundred and fifty-one (751) working days from Notice to Proceed through completion of construction phase services. The project schedule as planned is shown on attached Henrici Water Pump Station & Transmission Improvements Schedule dated 7/19/24 (Schedule). As planned, the following is a breakdown of phases:

Design Phase	August 8, 2024 thru November 17, 2025
Bid Phase	November 18, 2025 thru February 4, 2026
Construction	February 20, 2026 thru August 2, 2027

Scope of Work

Henrici Water Pump Station & Transmission Improvements – WIFIA 3-2 (CI 24-004)

Fee

The attached contract price reflects the level of effort and fee shown on the attached Henrici Water Pump Station & Transmission Improvements Fee Schedule dated 7/18/2024. Billing and management of budget will be by Task level. No mark-up for direct expenses and 5% maximum markup for subconsultant services. Mileage is not billable within 60 miles of Oregon City.

Assumptions – City Responsibility

- City review of public involvement materials will include a consolidated set of comments. The first set of comments will be holistic, and the second set of comments will be for fatal flaws only, with no major text for formatting revisions.
- Public involvement mailers will be sent by the city, Kennedy Jenks will provide the electronic pdf. [Optional print/mail informational mailer contingency included in Optional Task 12]
- City will serve as primary point of contact for Public Outreach.
- Public Outreach meeting will be held virtually.
- Access approvals, notification or right-of-entry for private landowner(s) will be obtained and completed by the City.
- City to provide GIS database access which will contain existing utilities, as-builts, and geotechnical data/logs.
- Background reports will be provided by City, not necessarily limited to archaeological reports and site forms, historical maps, geological and soils maps, and aerial photographs (as available).
- City will provide the City's water model for KJ use for hydraulics and surge analysis.
- City will complete the review of 30% design and Basis of Design Memorandum and 100% check set within 2 weeks of receipt of deliverable.
- Workshops will be an hour and a half in length with 3 design team members on-site at Oregon City.
- City will complete 60% and 90% reviews within 3 weeks of.
- City will provide City's project ready front-end contract documents and special provisions for the bid book to be updated and coordinated with the specifications.
- City will take the lead in advertising the project for bid including initial electronic setup of the web-based document management system.
- City will be responsible for any copying and distribution costs associated with distribution of hard copy plans and specs to prospective bidders and the chosen contractor.
- City will contract with preferred SCADA Integration and programming contractor for pump station integration, programming, and start-up.

Task 1 – Project Management

The Project Management task will provide oversight for the project team, task leads, overall execution of the project with accurate accounting of the project budget and schedule. A budget is also included for communication with Oregon City's project manager under this task and for project meetings and workshops. The Project Manager shall be responsible for internal communications with all subconsultants and shall be the primary point of contact for the City.

Scope of Work

Henrici Water Pump Station & Transmission Improvements – WIFIA 3-2 (CI 24-004)

Task 1.1 Project Coordination/Administration

Provide overall administration of contract and project including:

- Manage and oversee project team, including subconsultants, to provide coordinated progression of the work within scope, schedule, and budget.
- Manage and coordinate all components of the Project and take a proactive role in managing change helping to maintain tasks on budget and schedule.
- Coordinate with City staff and be responsive to email and inquiries via telephone or virtual calls.
- Develop project action item log, decision log, change log, and schedule and make available to the City, at project milestones or at key changes or impacts to the schedule or key decisions.
- Manage change effectively and proactively by identifying issues early, update and maintain the decision log and change log to document changes, and work with City PM to plan and minimize impacts on project budget or schedule. Discuss with City PM and reach agreement, on changes prior to proceeding with work.

Assumptions:

- Management of the project team for the life of the project based on the Schedule.

Deliverables:

- Updated and maintained project schedule.
- Updated and maintained Action Item Log, Decision Log, Change Log

1.2 Bi-weekly Progress Meetings

Effective communication will occur with City through virtual bi-weekly meetings which will alternate between a PM Check-in Meeting and a Project Progress meeting. PM Check-in Meetings will provide updates on the schedule, budget and any updates to outstanding items that are critical to maintain progress of work. The Design Progress Check-in Meetings will focus on design task status, critical input or decisions needed from the City, and review and updates to the action items log or decision log.

- Pipeline Alternative Alignment Review
- Design requirements and preferences for pump station design
- Operations and maintenance needs or concerns
- Construction packaging and delivery method
- Constructability/Value Engineering

Assumptions:

- PM check in meetings held virtually, monthly for 14 months with 1 hour total for attendance, agenda, and summary notes email (KJ PM and City PM to attend)
- Project Progress meetings will be one-hour virtually, held monthly for 14 months with one hour for the PM for agenda and meeting summary and one hour for the leads to prepare any materials to update the project progress (up to 3 KJ staff to attend with City staff).

Scope of Work

Henrici Water Pump Station & Transmission Improvements – WIFIA 3-2 (CI 24-004)

Deliverables:

- Agendas and meeting summaries.

Task 1.3 Monthly Reports and Invoicing

Prepare invoices and submit monthly reports including the following:

An invoicing format will be discussed and reviewed with the City prior to the first invoice and mutually agreed upon. The monthly invoice will include the City project number CI 24-004, the invoice number, and billing period. Costs shall be shown broken out by major tasks, including task budget (as approved), charges for that period, billed to date and remaining balance and percent complete. A monthly status report will also accompany the monthly invoice.

Monthly Status Report shall include:

- Description of work accomplished and billed in that invoice
- Description of planned work for next billing cycle
- Identification of any issues or outstanding items to be resolved or completed.
- Identification of any schedule or budget issues and possible resolutions to be considered.

Deliverables:

- Monthly invoices and status reports. (36 total).

Task 1.4 Kickoff Meeting and Pump Station Screening

Coordinate with City PM to schedule the kickoff meeting within two weeks of execution of the contract, after review of all City supplied project information. In collaboration with the City PM, develop agenda, meeting materials and meeting minutes. An agenda and key pump station screening materials will be provided prior to the meeting.

The first 30 minutes of the kickoff meeting shall cover the following:

- Define project goals and objectives for project success with City stakeholders.
- Review project scope and management approach.
- Identify roles and responsibilities of key project staff.
- Review project schedule and deliverables.
- Identification of key stakeholders
- Identify and discuss critical path items.

The second half of the kickoff meeting will be utilized for pump station screening recommendations and discussion. These recommendations will be based on a review of the background information and property analysis prior to the meeting, as outlined in Task 9.1 below.

Assumptions:

- Kickoff meeting is an hour and a half in duration on-site at the City's project offices.

Scope of Work

Henrici Water Pump Station & Transmission Improvements – WIFIA 3-2 (CI 24-004)

Deliverables:

- Agenda and meeting summary.

Task 2 – Public Outreach

Most of this project is located outside the City limits and its urban growth boundary. Outreach will consider the rural nature of the area and its residents as well as requirements for public outreach for the Clackamas County land-use and permitting process. This area has historically been sensitive to development. Communicating how this project helps existing Oregon City residents will be important.

The City will be the public facing contact and attend all stakeholder meetings. This task is for support of the City in these efforts through scheduling, preparation of materials for outreach and attendance at meetings. Meeting minutes and tracking stakeholder engagement will be provided. Support City outreach methods including a project website, social media, Trail News articles (quarterly), and printing and mailing of prepared materials.

Task 2.1 Stakeholder List & Outreach Plan

A stakeholder list with a map to cross reference the stakeholders, delineated by “group type”, will be developed early in the project. This list will be shared with the City for review and approval prior to finalizing. The stakeholder list is expected to include all properties along the project alignment, properties impacted by construction (including from impacts on traffic), and properties required to be notified through the land-use and permitting process. The list shall include the site address, property owner name and mailing address, occupants name (if different), contact information including phone and email, and preferred method of contact.

Based on the stakeholders that will be included in the outreach, create a brief Public Outreach Plan outlining outreach activities and schedule identifying the method and frequency the outreach will occur for each stakeholder group. The plan will identify any timing considerations such as land-use reviews and notification, phase of work, and/or stakeholder group meeting schedule.

The City’s Citizen Involvement Committee (CIC), Caufield Neighborhood Association, Chamber of Commerce, and the Oregon City Business Alliance will be presented to by the City, with public outreach materials provided.

Deliverables:

- Public Outreach Plan, (electronic, Adobe PDF format).
- Stakeholder List, Communications Spreadsheet, with map (electronic, PDF, Excel format).
- Public outreach materials for community group presentations (electronic, PDF format).

Task 2.2 Design Phase Outreach

This task shall provide design phase outreach, as described in the approved Public Outreach Plan and as needed to complete land-use approval, permitting, property acquisition and design. The public outreach plan will include:

- Plan and manage a 2-hour virtual open house, no later than the 90% design submittal. A PowerPoint presentation for virtual open house will be prepared.

Scope of Work

Henrici Water Pump Station & Transmission Improvements – WIFIA 3-2 (CI 24-004)

- Provide print ready materials for one informational mailer to the City not to exceed 2 pages (front/back) at 8.5"x11" (printing/mailling expenses can be covered in optional Task 12, as authorized by City).
- Provide content for City website updates and social media for initial set-up and at major milestones (2 web updates and 2 social media updates). Content for public facing activities shall be provided to the City a minimum of 7 days prior to the activity, to be released through City social media channels.

Deliverables:

- Informational mailer (electronic, PDF format).
- Event Plan for virtual open house (electronic).
- PowerPoint for open house (electronic, PDF format).
- Meeting minutes from open house (electronic, PDF format).
- Content for 2 web updates and 2 social media updates (electronic).

Task 2.3 Construction Phase Outreach

Construction phase outreach shall consist of providing the City with website content reflecting progress updates of project and current activities for targeted stakeholder outreach, not to exceed 10 updates of roughly 1 page of text. Stakeholder contacts and interactions shall also be tracked and reported to the City.

Deliverables:

- Updated web content (electronic).
- Updated Stakeholder List, Communications Spreadsheet, with map (electronic, PDF, Excel format).

Task 3 – Surveying

The scope of work for surveying includes the following:

- Generation of a topographic map based on available LiDAR data for alignment plan determination.
- LiDAR mapping of to-be-designated portion(s) of selected alignment plan route.
- Terrestrial conditions and topographic mapping to support design of the final alignment plan, showing horizontal and vertical locations of structures, obstructions, utility locations, City right-of-way, and up to 10 proposed borings along/within the alignment plan route.
- Pre-construction record of survey.
- As-surveyed data for up to 10 proposed borings to the conditions survey.

Task 3.1 – Basemap for Alignment Selection

To facilitate alignment selection, LiDAR data from available online sources will be used to create a topographic map with 1' contours to provide data for alignment selection. Data sources include: 2019 Portland Metro LiDAR, Clackamas County Assessment and Taxation GIS Parcel Files, Georeferenced Google Earth Imagery. Horizontal project datum will be NAD 83/2011 Epoch 2010.0000 Oregon Coordinate Reference System Portland Zone with units in

Scope of Work

Henrici Water Pump Station & Transmission Improvements – WIFIA 3-2 (CI 24-004)

international feet, and elevation datum of North American Vertical Datum of 88 (NAVD88) Geoid18.

Deliverables:

- CAD basemap, LIDAR point file, Land XML surface file, georeferenced Google Earth image.

Task 3.2 – Topographic Surveying for Final Transmission Main Alignment

After selection of the final alignment, a LiDAR survey of the route and pump station will be completed. A primary project control point (PPCP) and additional local project control points (LPCPs) will be established.

The PPCP will control all ground control points for the sUAS LiDAR data acquisition and orthorectified imagery for each of the alignment plans. Combined, mapping extents for the alignment plans span approximately 11,700 feet, or 2.22 miles.

The field survey will include mapping topography & existing conditions/ development, existing & recovered property corner monuments, and as-painted/observed utility lines, including invert elevations and flow paths for catch basins and manholes. Feature extraction methods based on the previously collected point cloud data will be incorporated into the survey in support of the creation of an existing conditions survey along the route of the selected alignment.

Assumptions:

- One or more requests to paint utility locations within the public right-of-way for the selected alignment will be made by SWLS through the Oregon 811 Utility Notification Center iSITE Ticketing System website (<https://or.itic.occinc.com/>). The ticket number(s) will be noted on the existing conditions survey.
- Pre-construction survey to comply with Clackamas County Monument Survey and Recording Requirements. Post-construction survey will be conducted by the contractor if monuments are impacted.
- Subsurface utility engineering and potholing of utilities are not included in this task and are included in Task 7.
- Project is assumed to be in the public right-of-way and no easements are assumed. Should easements be required they will be authorized under Alternative Alignment Task 13.

Deliverables:

- Base mapping with property boundary information.

Task 4 – Geotechnical Investigations

To inform the evaluation of alignment alternatives, as well as the final design for the proposed transmission main and a new booster pump station, a geotechnical investigation will be completed. For the purposes of the alignment alternatives, the primary alignment follows right of way of Henrici Road and Beavercreek Road to Glen Oak Road. An alternative alignment that parallels the existing 16-inch water main has also been identified. The alternative alignment is at

Scope of Work

Henrici Water Pump Station & Transmission Improvements – WIFIA 3-2 (CI 24-004)

the top of an approximately 100-foot ravine and traverses an area designated as recent or active landslide deposits by the Oregon Department of Geology and Mineral Resources (DOGAMI). The two alignments are shown on Figure 2 below. The scope includes exploration, geotechnical analysis and a geotechnical engineering report of recommendations for design and construction of the primary alignment alternative and booster pump station.

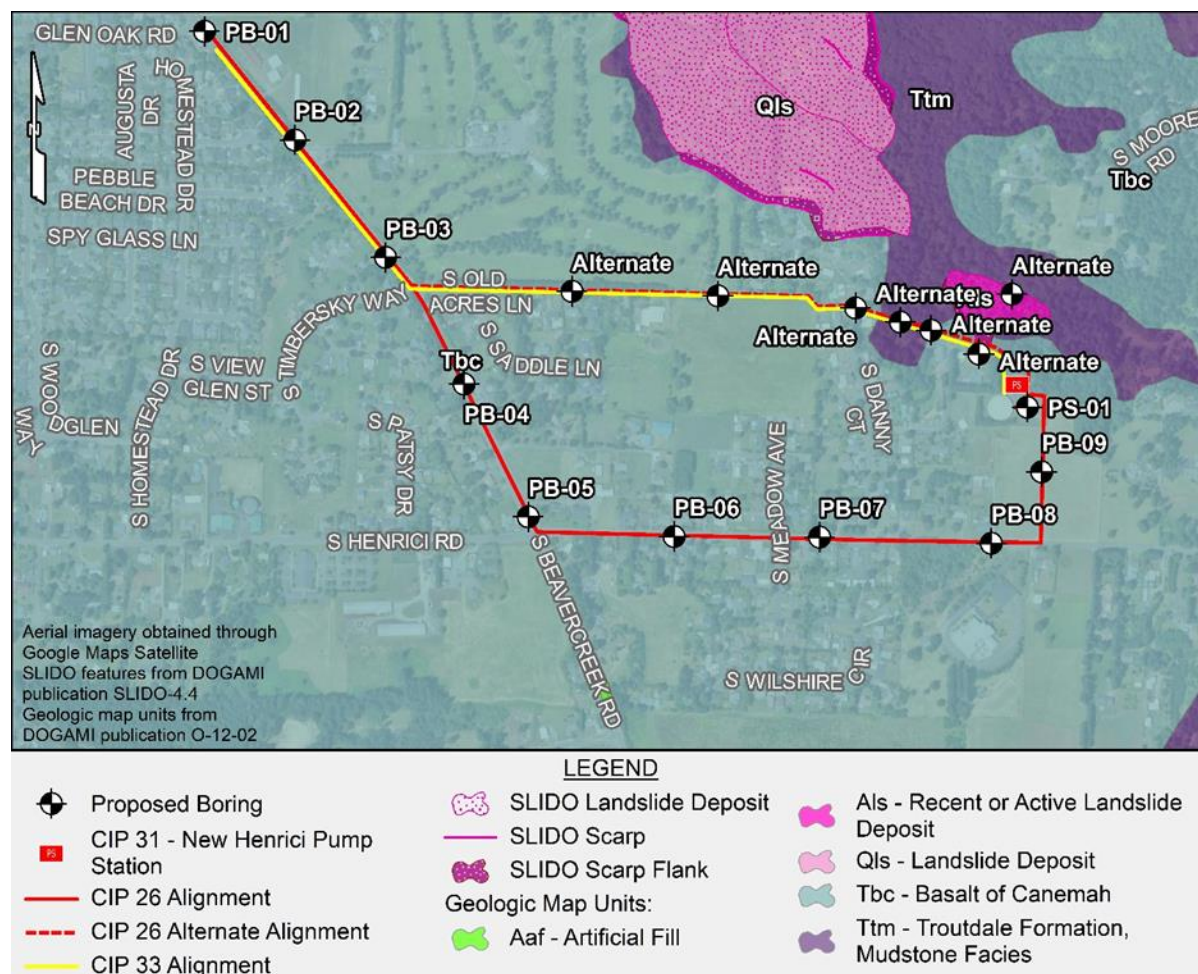


Figure 2: Proposed Exploration Locations

Task 4.1 Site Reconnaissance and Geotechnical Alternatives Analysis

Perform a site reconnaissance along both the primary alignment and alternative alignment to observe current conditions, potential geologic hazards including evidence of slope movement, and evaluate access of the site for exploration equipment. At the completion of the site reconnaissance, prepare a technical memorandum documenting the field observations. The technical memorandum will include mapped geologic conditions, mapped geologic hazards, and readily available exploration data provided by the City and publicly owned data. The geotechnical alternatives analysis technical memorandum will compare potential geotechnical considerations for each alignment selection and will assist in informing the alignment decision.

Task 4.2 Subsurface Explorations

Scope of Work

Henrici Water Pump Station & Transmission Improvements – WIFIA 3-2 (CI 24-004)

After the alignment has been selected and the site reconnaissance task has been performed, prepare a geotechnical exploration plan, which will discuss the specific exploration methods (drilling methods, sampling types, sampling intervals, etc.), exploration depths, and locations that will be performed. For the base scope, ten borings at the locations shown in Figure 2 have been assumed. The alternate boring locations, shown in Figure 2, are shown for visual purposes and are not included in this task. Should the alternate alignment be chosen, the additional services would be authorized for the City for the alternate alignment as described in Task 13 below. Geotechnical explorations will only be performed for a single alignment.

Proposed explorations supporting the design of the improvements in the primary alignment include ten borings. Nine pipeline borings, designated PB-01 through PB-09, correspond to a spacing of approximately every 800 feet along the alignment. Based on existing information at the reservoir site, we anticipate that one pump station boring, designated PS-01, will be sufficient to characterize the subsurface conditions for the pump station. Piezometer locations were selected to provide a relatively uniform distribution of groundwater conditions across the alignment and at the pump station site. The proposed depth and purpose of the borings is described below in Table 1:

Table 1: Proposed Exploration Depth and Purpose

Boring Number	Type	Depth (ft)	Purpose
PB-1	Truck	15	Soil, Rock and Groundwater Characterization (Piezo)
PB-2	Truck	15	Soil and Rock Characterization
PB-3	Truck	15	Soil and Rock Characterization
PB-4	Truck	15	Soil Rock and Groundwater Characterization (Piezo)
PB-5	Track	15	Soil and Rock Characterization
PB-6	Track	15	Soil, Rock Characterization
PB-7	Track	15	Soil, Rock, Groundwater Characterization (Piezo)
PB-8	Track	15	Soil and Rock Characterization
PB-9	Track	15	Soil and Rock Characterization
PS-1	Track	25	Pump Station Foundation Design (Piezo)

Permits for drilling within the public right of way will be obtained. These permits will include preparing a traffic control plan and retaining a traffic control subcontractor for flagging operations during drilling. A public utility “One-Call” locate will be called in for each exploration. A private utility locator will also be subcontracted to confirm the location of private utilities prior to drilling. Drilling of the explorations is anticipated to be with a truck mounted drill rig using mud rotary drilling methods in soil or HQ3 wireline coring techniques in rock or a portable beaver drilling rig using hollow stem auger drilling techniques. The drilling will be coordinated with the archaeologist for the project to comply with Task 5.4 Archaeological Monitoring Plan. Samples will be collected from the explorations using the Standard Penetration Test at 2.5 or 5-foot intervals. Explorations will be backfilled with bentonite in accordance with Oregon Water Resources Department regulations and capped with concrete patches or EZ-street Asphalt repair within paved areas. Piezometers will be left in place and decommissioned by the contractor during construction. A minimum of two groundwater measurements will be obtained in each piezometer installed. If the project schedule allows, one groundwater measurement will

Scope of Work

Henrici Water Pump Station & Transmission Improvements – WIFIA 3-2 (CI 24-004)

be performed in the summer/fall and one will be obtained in the winter/spring. Groundwater measurements collected from the piezometers including date of collection, approximate surface elevation (unless survey elevations are available), depth below ground surface and groundwater elevation will be provided in the Geotechnical Engineering Report prepared as part of Task 4.4. Exploration locations will be documented with approximate latitude and longitude based on GPS information and formal survey coordinates will be completed as part of the survey task.

Soil samples collected from the explorations will be reviewed and laboratory testing assigned on select samples. The proposed laboratory testing will be as presented below:

Proposed Laboratory Testing for Boring Explorations

Test	ASTM	Quantity
Grain Size Analysis	D6913	2
Atterberg Limits	D4318	2
Unconfined Compressive Strength of Rock	D2166	10

Task 4.3 Geotechnical Engineering Analysis

After completion of the geotechnical explorations and laboratory testing, geotechnical engineering analyses will be performed and design recommendations developed to support the design of the proposed pipeline and pump station. These recommendations will include the following:

- Summary of subsurface conditions and soil engineering properties and design parameters along the pipeline alignment.
- Recommendations for E' of trench backfill, native soils, and composite E' for flexible pipe design.
- Provide code-based seismic design parameters based on IBC 2018 and ASCE 7-16;
- Provide lateral earth pressures.
- Provide shallow foundations (assuming spread or mat footings) recommendations including allowable bearing pressure for the pump station and ancillary structures.
- Provide recommendations for suitable structural base and backfill material requirements.
- Provide construction considerations for earthwork, temporary excavation, shoring, and conceptual dewatering considerations.

The summary of this analysis will be included in Task 4.4.

Task 4.4 Geotechnical Engineering Report

A Geotechnical Engineering Report (GER) will be prepared to summarize the geologic review, site reconnaissance, relevant historical explorations, current subsurface explorations, engineering analyses, design recommendations, and construction considerations. An electronic copy of the draft report will be prepared and submitted for review and comments. A final report will be prepared to incorporate comments from the draft report.

Assumptions:

Scope of Work

Henrici Water Pump Station & Transmission Improvements – WIFIA 3-2 (CI 24-004)

- An archaeologist will need to be on-site during drilling and the geotechnical engineer will notify the archaeologist of the drilling schedule and provide access to the geotechnical samples for examination and review.
- Spoils from the excavation will be “clean” and can be disposed of at a facility capable of accepting clean fill;
- Site-specific seismic design spectrum is not required, and a code-based seismic design spectrum will be used for design.
- Pipeline will be constructed in the roadway right-of-way. Slope stability analysis is not included in this scope.
- Detailed dewatering calculations and estimated flow rates are not part of this proposal.

Deliverables:

- Geotechnical Engineering Report (draft and final, electronic, Adobe pdf format).

Task 5 – Archaeological Services

The Confederated Tribes of Grande Ronde (CTGR) have requested completion of a cultural resources assessment for this project. The assessment must include research and investigations for the project disturbance area, to determine if there are any cultural resources that may be encountered.

Task 5.1 City, Internal, and Tribal Coordination

Maintain and coordinate with the City and Confederated Tribes of Grande Ronde. This task includes time for internal team meetings and coordination with the geotechnical investigation.

Assumptions:

- Attend four, 1-hour virtual meetings with internal team and/or the City.
- One staff will attend up to three, 1-hour virtual meetings with Confederated Tribes of Grand Ronde.

Task 5.2 Cultural Resources Alternatives Screening Memorandum

Conduct preliminary (“high-level”) cultural and environmental background research to assess the relative cultural resources risks associated with all project alternatives and prepare a brief memorandum of results to assist the City in its selection of an alternative. The memorandum will assess the presence/absence of recorded archaeological sites/isolates, as well as the likelihood for unrecorded archaeological sites/isolates to be present, within the project alignments.

Assumptions:

- No in-person research at local repositories will be conducted.
- No site visits will occur.
- One set of consolidated comments to the draft report will be provided and only one round of revisions will be required.

Deliverables:

- Cultural Resources Alternatives Screening Memorandum (Draft and Final, pdf.)

Task 5.3 Phase I Archaeological Survey Report

Following the selection of a preferred alternative, conduct comprehensive cultural and environmental background research to prepare a Phase I Archaeological Survey Report for the preferred alternative. Research under this subtask will supplement and build upon research completed under subtask 5.2. The Phase I Archaeological Survey Report will incorporate results of archaeological monitoring of up to 10 geotechnical borings, no separate shovel probes or testing would be completed during this task.

Assumptions:

- Up to six days of geotechnical monitoring will be conducted; work will be conducted over six consecutive days separated by a two-day weekend. No shovel probes will be completed.
- No archaeological resources or human remains will be observed in geotechnical borings or at ground surface.
- One set of consolidated comments to the draft report will be provided and only one round of revisions will be required.

Assumptions:

- Task 5.4 will not be conducted until after the City determines that Optional Subtasks 13.3 and 13.4 are not needed.
- If construction phase monitoring is recommended, the monitoring work will be covered in Optional Subtask 13.5.

Deliverables:

- Phase I Archaeological Survey Report, electronic (Draft and Final Adobe pdf format)

Task 5.4 Archaeological Monitoring Plan

An archaeological monitoring plan is anticipated to be necessary for the project and will be prepared following the completion Phase 1 Archaeological Survey Report described in the previous task. Monitoring of the proposed geotechnical borings is expected to be included in this task.

Deliverables:

- Archaeological Monitoring Plan, electronic (Draft and Final Adobe pdf format)

Task 6 –Permitting and Land-Use

Coordinate and lead required permits and land-use approvals. Identify required permits and land-use approvals needed to complete the project. Consider permit requirements and land-use approval criteria in development of alignment and design of the project. Complete permit and land-use applications for City review and approval prior to submittal. Submit completed permits and applications and track and coordinate responses as needed through approval.

Scope of Work

Henrici Water Pump Station & Transmission Improvements – WIFIA 3-2 (CI 24-004)

Task 6.1 Oregon Department of Environmental Quality (DEQ) 1200-C Construction Stormwater General Permit

During 90% design, begin the process for stormwater permitting. Design of the stormwater mitigation measures will be included in the 90% design set for review and permitting.

Task 6.2 Clackamas County Right-of-Way Permit for work in Beaver Creek Road and Henrici Road

During 60% design, conduct an initial meeting with Clackamas County Transportation to determine the requirements for permitting work in Beaver Creek Road and Henrici Road. Based on these requirements, utilize the 90% design to complete the permitting for work in Clackamas County right-of-way or determine the requirements for inclusion in the contract documents for the Contractor to obtain the required permit for work.

Task 6.3 Land-Use Permitting

After completion of the Basis of Design TM and the pump station location is confirmed by the City, schedule a Pre-application conference with Clackamas County (County) to learn about specific requirements for land use permitting and approval. Attend the pre-application meeting, coordinate with County planning staff. The outcome of this meeting will be to document the required geotechnical and structural foundation design criteria for the booster pump station, set back requirements, requirements for design of onsite drainage systems, landscape requirements, and other regulatory considerations.

Prepare and submit a Type III conditional use permit application and supporting documentation for the County's conditional use review procedure for the final booster pump station design and associated piping, drainage, and surface features.

Attend the public hearing and prepare/coordinate obtaining materials needed to meet conditions of approval. County conditional use permit conditions will be incorporated into the final design and construction contract documents.

Task 6.4 Clackamas County Building Permit

Meet and discuss the requirements for a building permit with the County and incorporate the requirements into the final construction documents for bidding. Requirements of the Contractor to obtain a building permit including expected timelines for permits, fees, or sequencing learned in the meeting with County will be included in the contract documents the Contractor's information and construction planning.

Based on the selected alignment and local, state or federal requirements, a wetlands delineation and additional permitting may be required. If additional permits are identified during design as being required, the additional alignment alternative contingency design task will be utilized to complete these additional permits.

Scope of Work

Henrici Water Pump Station & Transmission Improvements – WIFIA 3-2 (CI 24-004)

Assumptions:

- Any review meetings on draft permits will be completed as part of the regular design progress meetings. No separate meetings are included for review of permits with the City prior to submittal.
- Four meetings with County agencies are assumed.
- Attendance at one public hearing is assumed.
- The following timelines were assumed and included in the overall project schedule. Type III process assumes 4 weeks for scheduling the pre-application conference and 4-8 weeks for a completeness check and review. Should Type III land use hearing be required, 8-12 weeks for scheduling will be required. These timelines do not overlap, 24 weeks/6 months total, for worst case.

Deliverables:

- Completed application for County Conditional Use Type III Permit.
- Permits (draft and final) pdf.

Task 7 – Utility Coordination

Lead franchise utility coordination and relocation work required to ensure that franchise utilities identified in the corridor are aware of the project and they prepare relocation plans for conflicts. Utility coordination will also include coordination for power service for the pump station.

Task 7.1 – General Utility Coordination

General utility coordination will include three notification letters to known utilities in the project area (based on one-call locate tickets and city information). The first notification letter will be sent out with the 30% plan notifying utilities of the project and asking them for confirmation of location in the project area. A second notification letter, estimated to occur at 60% design, will identify conflicts and ask utilities for record drawings or pothole confirmation. Should potholing not be provided by the franchise utilities, up to 10 potholes are included for general utility coordination. The third letter, at 90% design, will notify utilities of conflicts and the need to relocate. Assist the city in coordination with franchise utilities relocation as needed for the design. A tracking spreadsheet will be developed to track utilities on the project, and will be updated to reflect any information on existing or proposed utilities, at each notification.

One utility coordination meeting with existing utilities that need relocation is included. The contractor shall take the lead on all utility relocation coordination once the project is awarded. KJ shall be responsible to oversee that the contractor is coordinating the necessary franchise utility work. Potholing for the project will be performed by the existing utilities or performed by the contractor.

Scope of Work

Henrici Water Pump Station & Transmission Improvements – WIFIA 3-2 (CI 24-004)

Assumptions:

- If subsurface utility engineering (SUE) level of services are not provided by the franchise utilities, up to 10 potholes are included during the Design Phase to document location of existing utilities and need for relocation. Additional Potholing for the project will be performed by the contractor during construction.

Deliverables:

- Utility Coordination tracking spreadsheet.
- Utility Coordination Meeting agenda and meeting minutes.
- Ten pothole utility locates with report.

Task 7.2 – Power Service Coordination for Pump Station

A new pump station at the Henrici reservoir site will require a new power service with PGE for the pump station. This task includes up to three meetings with PGE to coordinate the application requirements and any requirements for project design. Electrical needs will be determined and information provided to PGE to coordinate a new primary service for the site. The City will also discuss eligibility with PGE's Dispatchable Standby Generator (DSG) program and assistance with coordinating this discussion and providing design information will be provided, as required. Upon receipt of the comments from PGE, a meeting will be held to discuss the review comments. This task also includes preparation of the application, coordination with the city for review and submittal of the application, and inclusion of requirements in contract documents for the contractor.

Deliverables:

- Draft and final PGE service application.
- PGE Coordination Meeting agenda and meeting minutes (Three total).

Task 8 – Right-of-Way and Easement Requirements for Alternatives

During the alternatives design phase of the project, this task will be used to analyze the requirements for right-of-way and easements for each alternative.

Task 8.1 – Right-of-Way Evaluation for Alternative Analysis

The team will identify the properties that may be affected by proposed alignment alternatives which would require easements. Evaluate the approximate areas (square footage) where easements will be required, the type of properties (residential/commercial), and numbers of properties to be affected. Based on the proposed easement (temporary or permanent), recent land acquisition information from the Henrici Reservoir purchase on a cost per square foot basis will be used to estimate the Henrici Pump Station and Transmission Design temporary and permanent easements for each of the alternatives. The budgetary costs for acquiring necessary right-of-way, easements, and temporary construction easements along the project alignment will be utilized to inform the alignment discussion.

Scope of Work

Henrici Water Pump Station & Transmission Improvements – WIFIA 3-2 (CI 24-004)

Assumptions:

- Utilize budgetary prices for land acquisition in Clackamas County by Oregon City based on recent information for estimating right-of-way costs.

Deliverables:

- Preliminary sketch of required easement for alternative, included in Basis of Design TM and budgetary prices to be included.

Task 9 – Design Services

This task will consist of the alternatives evaluation, preparation of the Basis of Design (BOD) Technical Memorandum (TM), and development of the 30%, 60%, 90%, and 100% design packages.

Task 9.1 – Preliminary Design

Alternatives Analysis

Pump Station

Evaluate up to three (3) locations for the proposed booster pump station as shown on Figure 1 above. Two alternatives will be considered at the existing reservoir site and one at the existing booster pump station site, as follows:

1. Option A - PS Henrici North;
2. Option B - PS Henrici South;
3. Existing Fairway Downs Pump Station Site/Pump Station Rehabilitation.

Based on a review of the City's water master plan and water model and additional background information and/or criteria for the project, the design capacity requirements for the proposed booster station will be determined. These requirements will be used to develop a dimensional layout for the proposed pump station building (assuming the generator is within the building footprint).

KJ will review the available Oregon City Design Standards and City Master Plan information to analyze preliminary hydraulics and determine headlosses for calculating pump requirements. These requirements will establish a basis for a booster station pump footprint. The building footprint and land use constraints (based on a review of the property information for each pump station site) will be used to screen the three pump station alternatives for feasibility of fitting on the Fairway Downs site or the Henrici Site. Alternatives that do not satisfy these two requirements will be dropped from further consideration. The results of this screening will be presented as part of collaboration at the second half of the kickoff meeting.

For the pump station location alternatives that successfully pass the screening assessment, KJ will evaluate the following:

- Operation and maintenance benefits or disadvantages based on location
- Constructability considerations – advantages and challenges

Scope of Work

Henrici Water Pump Station & Transmission Improvements – WIFIA 3-2 (CI 24-004)

- System operations benefits and challenges
- Order of magnitude cost for each alternative being considered (a full cost estimate will not be developed)

Each criterion shall be input into an evaluation matrix using a 3-point score (+1, 0, -1). This evaluation scoring and methodology will be discussed at the regular design meetings with the City for incorporation of their input. The pump station evaluation and outcome will be summarized in the Basis of Design (BOD) Technical Memorandum (TM).

Pipeline

In parallel with the pump station evaluation, the pipeline alignment alternatives will be evaluated. Three (3) alternatives for the proposed 24-inch transmission main alignment will be considered as shown in Figure 1 above. These alternatives include:

1. Option A (base scope alignment) - This alignment alternative will exit the reservoir site through the existing driveway at the reservoir site and then follow S Henrici Road west to S Beavercreek Road and Beavercreek Road;
2. Option B - The second alignment alternative will exit the reservoir site along Danny Lane and Danny Couty to S Henrici Road and then S Beavercreek Road and Beavercreek Road;
3. Option C - The third alignment alternative follows the existing transmission main through easements to Old Acres Road and then Beavercreek Road.

For each of the three (3) pipeline alternative alignments KJ will evaluate the following criteria:

- Permitting requirements and challenges to meet those requirements
- Number of properties requiring easements based on available county and City records
- Operation and maintenance benefits or disadvantages
- Geotechnical and Constructability considerations – advantages and challenges
- System operations benefits and challenges
- Order of magnitude cost for each alternative being considered (a full cost estimate will not be developed)

Each criterion shall be input into an evaluation matrix using a 3-point score (+1, 0, -1). This evaluation scoring and methodology will be discussed at the regular design meetings with the City for incorporation of their input. The pipeline alternatives evaluation and outcome will be summarized in the BOD TM.

KJ will present alternatives and preliminary analysis to the City at a Design Review Meeting, providing an opportunity for updates to the analysis and final ranking and selection of the preferred alternative.

9.1.1 Henrici Pump Station and Transmission Main Basis of Design Technical Memorandum and 30% Design

For the selected pump station and pipeline alternative, Oregon City's water model will be used to simulate design flows for the pressure zones to be served. KJ will work with Oregon City's model and develop a consensus on model inputs and results as model runs are developed.

Scope of Work

Henrici Water Pump Station & Transmission Improvements – WIFIA 3-2 (CI 24-004)

Flows and pressures simulated during these model runs will be utilized to confirm pump design criteria for the 30% Design.

KJ will utilize the input and collaboration from the City at the Design Review meetings and the alternatives analysis to summarize the results into a Basis of Design Technical Memorandum. The basis of design TM will summarize any key design considerations, recommended transmission main alignment, pump configuration and sizes, recommendations for site security features, architectural and structural considerations, stormwater and landscaping design, summary of electrical power requirements and coordination for new electrical service (if required), energy efficiency measures to consider, relevant code review information, and basis for telemetry and SCADA design features. The design basis assumes one building with a generator inside the building. A draft technical memorandum will be prepared to summarize the results and recommendations of the analysis and will be presented to the City review. Based on the comments from the City review, a final technical memorandum will be prepared.

A site layout for the future Henrici site will be prepared as an exhibit to show proposed and future improvements. KJ will prepare a 30% design based on the selected alternative which will include preliminary general, civil, architectural, and mechanical drawings for the proposed design. The format, title block, and any other City CAD standards will be provided to KJ as examples for preparation of drawings. The exhibit and 30% design drawings will be attachments to the Basis of Design TM.

Task 9.1.2 Basis of Design TM/30% Design Deliverable Workshop

Following submittal of the draft Basis of Design TM, a 1/2-hour virtual Deliverable Overview Meeting will be used to walk-through key items in the deliverable and important items for review. Upon receipt of the Basis of Design TM review comments from the City, a Deliverable Comment Review Workshop will be utilized to allow the City to clarify and discuss their review comments. The comments received at the Deliverable Comment Review Workshop will be utilized for the final Basis of Design TM and the basis for the 60% design.

Task 9.1.3 30% Opinion of Probable Construction Cost

Prepare a 30% Engineer's Opinion of Probable Construction Cost (Class 4) based on the 30% Design Drawings and Specifications.

Task 9.1.4 C&CR and 30% QA/QC

Concepts and Criteria Review (C&CR)

After the analysis for the pump station and pipeline alternatives is complete, a Concepts and Criteria Review (C&CR) will be conducted which is the initial QA/QC milestone. The one-hour internal C&CR will be conducted at approximately 10 percent point in the design. The purpose of the C&CR is to utilize company experience and knowledge to confirm that the project delivery is in line with City goals and objectives. The meeting also provides an opportunity to discuss possible design solutions and value engineering approaches. Key project team members will present the background information to senior level engineers (identified in the Quality Plan) that are not involved with the day-to-day evaluation. These senior engineers will serve as a sounding board, validate concepts, and provide any recommendations for course correction to the team.

Scope of Work

Henrici Water Pump Station & Transmission Improvements – WIFIA 3-2 (CI 24-004)

Prior to delivery of the 30% design submittal, KJ will complete a 30% QA/QC review and inter-discipline review, the sign-off for the 30% deliverable review will be provided as a deliverable. Prior to delivery of the Basis of Design Technical Memorandum submittal, KJ will complete a QA/QC review and inter-discipline review. The sign-off for the deliverable review will be provided as a deliverable to the City.

Oregon City will review the 30% design and Basis of Design Memorandum and provide comments to be incorporated into the 60% design.

Assumptions:

- The Basis of Design Technical Memorandum and 30% design will be produced as a pdf. A revised or final memorandum will include City comments.

Deliverables: The following Task 9.1 Deliverables include one PDF electronic copy of the following:

- Basis of Design Technical Memorandum, electronic (Draft and Final Adobe pdf format).
- Design Drawings up to the 30% level of completeness.
- QA/QC review sign off form for the deliverables.
- Initiated work order process with PGE for new service coordination (if required).
- 30% Engineer's OPCC (Class 4).
- Basis of Design TM Deliverable workshop agenda and minutes.
- Updated Hydraulic model of 30% design of proposed alternative (WaterGEMs or Infowater).

Task 9.2 - 60 Percent Design

Development of the 60% design submittal package will be based on comments from the Basis of Design Tech Memo. The 60% design submittal will include plan and profile drawings of the proposed transmission main with key utility crossings identified in the profile. The 60% pump station design drawings will show the mechanical layout for the pump station, structural, architectural, and plumbing plans will also be included. During the 60% submittal, coordination with the city on specification format and front-end requirements will be completed. The 60% specification submittal will include a proposed table of contents of specifications to be prepared for the project and any major special technical specifications will be developed.

A surge analysis will be performed using the City provided water model (in Bentley software or converted to EPA Net) to assess and design surge mitigation features in Bentley's surge analysis program HAMMER. The findings of this evaluation will be included in the 60% design package. The analysis will be performed for maximum demands under fire flow involving the full capacity of the fire flow pump delivering water to the farthest extent of the Henrici pressure zone under initial and future conditions. Surge analyses simulations for sudden trip and pump startup of the pump station will be performed. Recommendations for surge protection measures will be developed to protect the pump station, as well as the new transmission main and distribution system from adverse pressure surges. This may include, but not be limited to, pressurized surge tanks, surge relief/anticipator valves, vacuum relief valves, pump bypass, or any combination thereof. A draft and final technical memorandum will be prepared to summarize the results and recommendations of the analysis.

Scope of Work

Henrici Water Pump Station & Transmission Improvements – WIFIA 3-2 (CI 24-004)

Task 9.2.1 60% Deliverable Review Workshop

Following submittal of the 60% design submittal, a 1/2-hour virtual Deliverable Overview Meeting will be used to walk-through key items in the deliverable and important items for review. Upon receipt of the 60% review comments from the City, a 60% Deliverable Comment Review Workshop will be utilized to allow Oregon City to clarify and discuss their review comments. The comments received and the 60% Deliverable Comment Review Workshop will be the basis for the 90% design.

Task 9.2.2 60% Opinion of Probable Construction Cost

Prepare a 60% Engineer's Opinion of Probable Construction Cost (Class 3) based on the 60% Design Drawings and Specifications.

Task 9.2.3 60% QA/QC

Prior to delivery of the 60% design submittal, a 60% QA/QC review and inter-discipline review will be completed, the sign-off form for the 60% deliverable review will be provided as a deliverable.

Assumptions:

- 60% Deliverable Overview Meeting virtual walkthrough meeting (1/2 hour)
- 60% Deliverable Comment Review Workshop (In Person, 1.5 hours meeting with design disciplines participating virtually by TEAMS).

Deliverables: The following Task 9.2 Deliverables include one PDF electronic copy of the following:

- Basis of Design TM Review Workshop Spreadsheet with responses and transmittal identifying key input or direction needed by City, outstanding issues or concerns.
- Design Drawings up to the 60% level of completeness
- Technical Specifications for major equipment items.
- Class 3 OPCC.
- QA/QC review sign off form for the 60% deliverables.
- Draft and Final Surge Analysis TM with model in HAMMER for future City use.

Task 9.3 – 90 Percent Design Design

Utilizing the 60% City comments and clarifications from the 60% review workshop, advance the design drawings and specifications to a 90% design submittal package and submit to Oregon City. Coordination with the City's preferred SCADA/I&C vendor to confirm design requirements. The 90% design will include a draft of all drawings that are to be included in the final bid documents. All specifications that are intended to be part of the 100% design submittal will be submitted for review, as well as a draft of the any front-end specifications and/or modifications to the City front end documents.

Task 9.3.1 90% Deliverable Review Workshop

Following submittal of the 90% design submittal, a 1/2-hour virtual Deliverable Overview Meeting with the City will be used to walk-through key items in the deliverable and important

Scope of Work

Henrici Water Pump Station & Transmission Improvements – WIFIA 3-2 (CI 24-004)

items for review. Upon receipt of the 90% review comments from the City, a 90% Deliverable Comment Review Workshop will be utilized to allow Oregon City to clarify and discuss their review comments. The comments received and the 90% Deliverable Comment Review Workshop will be the basis for the 100% design. A construction schedule reflecting proposed lead time for pumps, electrical equipment and key materials will be developed to support substantial and final construction dates included in the contract documents.

Task 9.3.2 90% Opinion of Probable Construction Cost

Prepare a 90% Engineer's Opinion of Probable Construction Cost based on the 90% Design Drawings and Specifications.

Task 9.3.3 90% QA/QC

Prior to delivery of the 90% design submittal, complete a 90% QA/QC review and inter-discipline review, the sign-off for the 90% deliverable review will be provided as a deliverable.

Assumptions:

- 90% Design Deliverable Overview Meeting virtual walkthrough meeting (1/2 hour)
- 90% Deliverable Comment Review Workshop (In Person, 1.5 hours meeting with design disciplines participating virtually by TEAMS).
- City will contract with preferred SCADA/Programming vendor separately. Coordination will be required to include requirements in the design documents.

Deliverables: The Task Deliverables include:

- 60% Deliverable Comment Review Workshop Spreadsheet with KJ Responses and transmittal identifying key input or direction needed by City, outstanding issues or concerns.
- Design Drawings up to the 90% level of completeness.
- Specifications for all sections to the 90% level of completeness.
- QA/QC review sign off form for the deliverables.
- 90% Engineer's Estimate of Probable Construction Cost.
- Estimated construction schedule developed in Microsoft Project, pdf.

Task 9.4 – 100-Percent (Bid Documents) Design

Utilize the 90% workshop review comments to advance the design drawings and specifications to the 100% (bid ready) design submittal package for bidding. Submit to City a check set for review prior to production of the bid set. Prepare final bid set after receipt of City comments.

Task 9.4.1 100% Opinion of Probable Construction Cost

Prepare a 100% Engineer's Opinion of Probable Construction Cost based on the 100% Design Drawings and Specifications.

Task 9.4.2 100% QA/QC

Prior to delivery of the 100% design submittal, complete a 100% QA/QC review and inter-discipline review, the sign-off for the 100% deliverable review will be provided as a deliverable.

Scope of Work

Henrici Water Pump Station & Transmission Improvements – WIFIA 3-2 (CI 24-004)

Assumptions:

- The City uses ODOT/APWA Standard Specifications for construction with a City developed template for the front end of the bid book and City special provisions. This template will be used when developing the 90% and final bid book using the City's standard specifications for construction.
- CSI specifications will be used; however, KJ will edit City's the front-end contract document documents and special provisions for the bid book to be coordinated with the specifications. All bid documents will be developed and comply with WIFIA requirements outlined in the WIFIA Borrowers Handbook.
- Effort assumes pre-purchasing of equipment will not be included, only one design submittal is included.
- Estimated level of effort is based on 97 drawing sheet set.
- City's preferred vendor for SCADA Integration (SI)/Programming to be contracted separately by the City for design support, if needed.
- KJ design will include specifications for the SCADA hardware and software for the SI to use. Programming of SCADA screens to be the responsibility of the SI and all SCADA screens shall be coordinated with the Engineer prior to program implementation.

Deliverables: The following Task Deliverables for each pump station project include:

- 90% Design Review Workshop Spreadsheet with KJ Responses and transmittal identifying key input or direction needed by City, outstanding issues or concerns.
- One PDF electronic copy of the following 100% check set:
 - 100% Full-size (22" x 34") Drawings
 - 100% Specifications
- One PDF electronic copy of the following: Bid Set:
 - Stamped and Signed full-size (22" x 34") Drawings
 - Stamped and Signed Specifications
- One PDF copy of the Final Engineer's Estimate of Probable Construction Cost
- Final Engineer's cost estimate
- Updated project schedule through construction

Task 10 – Bid Phase Services

Attend the Pre-Bid Conference with Contractors and prepare an agenda and sign-in sheet. Provide responses to general and technical Bidder inquiries and preparation of Addenda to incorporate changes or modifications to the Bid Documents. Two addendums are assumed. Assist Oregon City in reviewing received bids from General Contractors and provide a recommendation to Oregon City.

Task 10.1 Bid Advertisement

Answer bidder questions related to the Contract Documents in response to Oregon City's advertisement. Provide the project description for bid advertisement and electronic copies of the bid documents to Oregon City as required. Utilize the Quest CDN system for the electronic bidding process.

Scope of Work

Henrici Water Pump Station & Transmission Improvements – WIFIA 3-2 (CI 24-004)

Task 10.2 Addenda

Prepare two (2) addenda to the final bid documents to address changes or clarifications to the final design.

Task 10.3 Pre-bid Conference

Provide bid phase support including attendance at the Pre-Bid Conference with the City and prospective bidders. Provide agenda, sign-in-sheet, and lead project discussion and site visit with prospective bidders and Oregon City staff.

Task 10.4 Bid Evaluation Support

Assist Oregon City in reviewing bids from general contractors. Assist with preparation of the Notice of Intent to Award based on an evaluation of the bids and input from Oregon City.

Assumptions (Task 10):

- Project will be bid using a conventional design-bid-build delivery method. Only one bid will be performed.

Deliverables:

The following Task 10 Deliverables include one PDF electronic copy of the following:

- Pre-bid Conference agenda and sign in sheet. Scanned electronic (PDF) to Oregon City.
- Two (2) Addenda electronic (PDFs) for distribution to bidders by Oregon City.

Task 11 – Construction Management Services

Task 11.1 Construction Management Services

Coordinate with the contractor and advise Oregon City in directing the contractor's efforts to facilitate a successful project that fulfills the requirements set forth in the Contract Documents. Construction services are described in the following tasks.

Task 11.1a – Pre-Construction Conference.

Attend one (1) pre-construction conference with Oregon City's project manager and the contractor. The purpose of this meeting will be to introduce Oregon City's project manager and members of our construction services team including the project manager, resident observer and special inspection firm. Meeting will discuss the scope of work and key coordination and sequencing issues for the project. The contractor will present their project schedule. The team will discuss the Contractor's site operations and utility coordination, permits and agency requirements.

An agenda will be prepared for Oregon City's review prior to the Conference, facilitate the Conference, and prepare meeting notes after the Conference.

Task 11.1b – Progress Meetings

Attend progress meetings to discuss construction issues related to conformance of the work with the Contract Documents, the contractor's schedule and status of active or pending submittal reviews, RFIs, RFQs and change orders. Progress meetings are assumed to be

Scope of Work

Henrici Water Pump Station & Transmission Improvements – WIFIA 3-2 (CI 24-004)

conducted bi-weekly during the active construction period (assumed to be 10 months) and monthly in the remaining 8 months, half of the meetings are assumed to be virtual and half of the meetings are to be on-site. A total of 28 meetings are assumed, with 84 hours budgeted. Progress meetings will be attended by the project engineer. Members of Oregon City's project team will also attend. The contractor's project manager will be responsible for setting the agenda at each progress meeting and posting meeting minutes.

Task 11.1c - Discipline Observation

In addition to the resident observer's weekly oversight, periodic site visits by the design team will be conducted, as follows:

Concrete Preconstruction Conference. KJ along with members of our structural and special inspection team will attend up to one (1) meeting with the contractor to discuss the submittal requirements and testing associated with concrete and rebar placement for the project. This task also includes the budgetary numbers for PSI/Intertek for special inspections/testing for the project should the City decide not to contract this separately (compressive strength testing, soil density, asphalt density and concrete inspection).

Structural. In addition to the concrete preconstruction conference, KJ's structural engineer will conduct up to two (2) site visits to monitor the construction progress of the project's structural work. The structural engineer will coordinate field issues, monitor field conditions and installation, and provide a daily site report for each of the site visits. They will observe rebar placement, concrete placement and finishing techniques against Specifications and American Concrete Institute (ACI) standards. This task also includes the budgetary numbers for PSI/Intertek for special inspections for the project should the City decide not to contract this separately (structural steel inspection).

Architectural. KJ's architect will conduct up to two (2) site visits to monitor the structures and observe interior and exterior assembly details. The architect will assist as needed with final color and finished material selections.

Mechanical/HVAC. KJ's mechanical/HVAC engineer will conduct up to one (1) site visit to confirm HVAC mechanical installations meet the intent of the contract drawings and applicable sections of the Oregon Energy Code and International Building Code.

Electrical, I&C. KJ will conduct site visits per their scope of work to coordinate the primary service with PGE and ensure dispatchable standby generation (DSG) program requirements are met. KJ will advise on the installation of the electrical equipment and instruments as part of this project.

Task 11.1d – Part-time Construction Observation.

It is assumed that KJ will be responsible for oversight of construction activities and observing the Contractor's efforts, including coordination of construction support activities and verification that the work is completed in general conformance with Contract Documents. KJ oversight will be supplemented by additional onsite construction observation by KJ part-time resident observer. This is assumed to include three (3) days of onsite observation per week for up to three (3) hours each day for 9 active months of construction. One of these days will correspond with the weekly construction meeting. During, initial construction startup and near construction

Scope of Work

Henrici Water Pump Station & Transmission Improvements – WIFIA 3-2 (CI 24-004)

closeout, it is assumed to include one day of onsite observation per week for up to three (3) hours including the construction meeting for 9 months of initial/closeout construction.

The resident observer will provide coordination of construction support activities, verification that the work is completed in general conformance with Contract Documents, and compliance with the project schedule, and will complete observation/inspection logs and take photos. The resident observer will monitor compliance with contract terms through performance measurements, progress pay request evaluation, coordination, and scheduled progress meetings. The resident observer will also monitor the Contractor's progress of work and compare the progress of work against the Contractor's baseline schedule. In addition to the on-site observation, it is assumed that the resident observer's level of involvement for this task will include two (2) hours of office work each week for the duration of construction (18 months).

Task 11.2 – Submittal Review

KJ will receive and review submittals and shop drawings as they are submitted by the Contractor. KJ will maintain an electronic submittal log to track the disposition of the submittals. The log will also keep track of the number of days taken to review or respond to each piece of correspondence or submittal. Submittal log updates will be periodically provided to Oregon City. Each submittal will be transmitted to Oregon City for concurrence once KJ has completed review. Reviewed submittals will be provided to Oregon City's project manager, the resident observer and the Contractor's project manager. It is expected that there will be approximately 65 submittals and 10 resubmittals. Reviews will be performed on all submittals by the disciplines as represented in the Contract Documents.

Task 11.3 – Requests for Information (RFI) Review

KJ will be available to answer questions, provide interpretations and issue clarifications during the construction process. KJ will maintain an electronic RFI/RFC log to track inquiries and their disposition. This will be made available to Oregon City at their request. Written responses will be issued for each RFI/RFC for effective record keeping and to allow Oregon City's Project Manager to be copied on responses. RFIs/RFCs and responses shall be provided to Oregon City, the Contractor, and the construction observer. It is assumed that KJ will review and respond to up to 25 RFIs/RFCs.

Task 11.4 – Request for Quote (RFQ) and Change Order Evaluations

KJ will receive and evaluate design change requests from the Contractor and Oregon City and will prepare associated RFQs. Drawings and/or diagrams of design modifications will be provided with the change request response. Cost impact to the project will also be provided with the change request response. KJ will maintain an electronic change request log to track the submitted change requests and their disposition. RFQ and Change Order Request documentation, once reviewed by KJ, will be provided to Oregon City for final approval. KJ will prepare up to 5 RFQs/change orders for the project.

Task 11.5 – Construction Closeout

Task 11.5.1 – Startup, SCADA/OIT Programming and Commissioning

Provide electrical, instrumentation and controls support, coordinate with the City's preferred SCADA Integration and PLC programming contractor for instrument setup and calibration under this task. Review and assist the Contractor with requirements for a written startup procedure for

Scope of Work

Henrici Water Pump Station & Transmission Improvements – WIFIA 3-2 (CI 24-004)

the pump station and pressure release valve equipment as part of this task. Startup procedures for the surge tank system will be provided by the selected vendor. Coordinate with the contractor for procedures for the startup plan for the pump station. Review contractor submittal for startup and commissioning and coordinate with City for input into the submittal.

Task 11.5.2 – Record Drawings. Record drawings will be prepared for the project to reflect as-built conditions related to change orders, RFI's and other project modifications. Record drawings will be prepared based on redlined as-builts provided by the contractor and reviewed by the resident observer and Oregon City's project manager. These will be submitted electronically in AutoCAD (.dwg) format. Two hardcopy sets of half size drawings will also be provided.

Task 11.5.3 – Contract Closeout. KJ will issue a letter recommending Oregon City consider the project substantially complete. Once Oregon City notifies the contractor that they have achieved substantial completion, KJ will conduct a semi-final inspection with the contractor. The resident observer will then prepare a final list of items to be completed or corrected (punch list). We anticipate that the substantial completion inspection will also include Oregon City's project manager and operations and maintenance staff, who will contribute to the punch list.

After completion of punch list items, KJ will:

- Conduct a final review of the project with Oregon City's project manager and operations and maintenance staff;
- Observe that items on the final list have been completed or corrected and make recommendations to Oregon City concerning final acceptance;
- Prepare the final pay estimate and close out and deliver the project files;
- Assist Oregon City with preparation of a letter of final completion.

Upon review of the completed project, KJ will prepare the engineer's certification letter, stating that the project was constructed in conformance with the Contract Documents. The letter will be signed by the engineer of record.

Assumptions (Task 11)

- The pre-construction meeting and concrete pre-con will both last approximately one hour and will be attended by three (3) project team members (project manager, resident observer and one discipline lead).
- Construction observation is assumed to include three (3) days of onsite observation per week for up to three (3) hours each day for 9 months and one day a week for the remainder of construction (start-up/closeout). One of these days will correspond with the bi-weekly construction meeting.
- In addition to the on-site observation, it is assumed that the resident observer's level of involvement for this task will include two hours of office work each week for the duration of construction.
- Total active construction period is estimated to be 9 months in duration (36 weeks), total construction time 18 months.
- 65 submittals and 10 resubmittals total
- 25 RFIs
- 5 RFQs/COs
- Construction Progress meetings will generally be one (1) hour in length. For the purposes of scoping, it is assumed that progress meetings will be held bi-weekly and alternate between

Scope of Work

Henrici Water Pump Station & Transmission Improvements – WIFIA 3-2 (CI 24-004)

virtual and on-site meetings for the active construction period (9 months and virtually monthly for the remainder of the 18 months, 84 hours total).

- Contractor will be lead for start-up and commissioning, KJ to provide technical assistance only.
- City's preferred vendor for SCADA Integration/Programming to be contracted separately by the City for start-up and commissioning.

Deliverables:

KJ shall provide the following deliverables:

- One electronic (PDF) copy of Project Records including submittal, RFI/RFC, RFQ and change orders, field notes and inspection logs, construction photos and updated construction document log.
- Meeting Agenda and Minutes (as meetings occur, with the exception of the progress meetings) submitted electronically (PDF) to Oregon City.
- One electronic (PDF and AutoCAD .dwg) copy of Record Drawings.
- One electronic (PDF) copy of letters recommending both substantial and final completion of the project.
- One electronic (PDF) copy of engineer's certification letter will be sent to Oregon City.

Task 12 – Contingency Tasks as Authorized by the City

The contingency tasks are authorized, as needed services, to address additional scope needs as the design progresses and the construction requirements are further defined.

Task 12.1 Public Outreach Printing and Mailing Support (Contingent)

Coordinate printing and mailing of information material in Task 2.2, including assistance in determining mailing area. This task budgets for the print and mailing expense plus additional coordination time.

An optional postcard mailing about construction start is also included in this task. This task includes postcard content, design, printing and mailing, coordination and expense.

Assumptions:

- Assumes the public information mailer (during design) in Task 2.2 will be printed and mailed to approximately 500 addresses
- An additional postcard (in advance of construction) in Optional Task 12 will be printed and mailed to approximately 500 addresses

Deliverables:

- Print-ready mailer is delivered in Task 2.2 (Task 12 includes KJ expense to coordinate and pay for printing and mailing.)
- Print-ready postcard, printed and mailed prior to construction start.

Task 12.2 Design Phase Services (Contingent)

Scope of Work

Henrici Water Pump Station & Transmission Improvements – WIFIA 3-2 (CI 24-004)

Task 12.2.1 Additional Design Coordination, Additional Workshops, and Additional Meetings

Based on the assumptions above, if the project schedule is extended or if additional workshops, additional meetings or additional design tasks are required that are not specifically included in the scope, this task provides additional budget for adjustments as required to meet the project needs.

Task 12.2.2 Traffic Control Plans (Contingent)

Based on the pre-application meeting with Clackamas County, we will determine the requirements for traffic control planning and design. If traffic control plans are required for permitting, the City will authorize the traffic control task.

This scope assumes that traffic control plans would be developed for the entire stretch of Henrici Road and Beaver Creek Road. The scope for traffic control will include budgeting and invoicing for design, bidding and construction phase services. Attendance one project kick off meeting for the traffic control design to review the project and the project boundaries. Attend up to three virtual permitting and coordination meetings.

The traffic control plans would be included at the 90% submittal and finalized for 100%. Prepare traffic control plan(s), cost estimate, and specifications for the project, which will conform to applicable standards of the Manual on Uniform Traffic Control Devices (MUTCD) and incorporate comments from Oregon City on the plans and specifications. Provide traffic engineering related support to Oregon City during preparation and submittal of the permit applications.

Deliverables will include traffic control measures to be employed during construction and relevant standard drawing and details. Plans and specifications will include detailed information on lane closure restrictions and accommodations for all users including businesses, residents, bicycles, pedestrians, transit, emergency services, garbage collectors, and school buses. In the case of any full closures, detour routes will be identified. Traffic control plans will include advance signing, temporary traffic control, work zone details, and signal loop detection replacement at the signalized intersection of S. Henrici Road/S. Beaver Creek Road.

The scope includes support during bidding to answer one addendum and up to two bidder questions. The scope also includes submittal/RFI review during construction.

Assumptions:

- Prepare monthly project status reports and billing invoices.
- Attendance at up to three virtual permitting and coordination meetings, for one-hour each.
- Provide the plans and drawings for construction. Contractor to obtain the permits. The following plan sheets will be prepared:
 - Advance signing plans – 2 sheets
 - Temporary traffic control plans – 12 sheets

Scope of Work

Henrici Water Pump Station & Transmission Improvements – WIFIA 3-2 (CI 24-004)

- Detour plan – 1 sheet
- Traffic control details - 2 sheets
- Signal loop replacement - 2 sheets
- Cost includes preparation of full traffic control plans for Henrici and Beavercreek Road
- Plans will be developed at 90% and finalized for 100%.

Deliverables:

- Project status reports and invoicing
- 90% roadway Temporary Traffic Control plans and details
- 90% Engineer's cost estimate for Temporary Traffic Control bid items
- 90% project special provisions for Temporary Traffic Control
- Final roadway Temporary Traffic Control plan and details
- Final Engineer's cost estimate for Temporary Traffic Control bid items
- Final project special provisions for Temporary Traffic Control

Task 12.3 Construction Phase Services (Contingent)

Task 12.3.1 – Additional Construction Management/Observation

Based on the assumptions above, or if the project schedule is extended, additional construction management and on-site observation, additional construction/management tasks or level of effort not specifically included in the scope, this task provides additional budget for adjustments as required to meet the project needs.

Task 12.3.2 – Additional Submittal Reviews/RFI/CO

Based on the assumptions above, additional submittal reviews/RFI/CO or level of effort not specifically included in the scope, this task provides additional budget for adjustments as required to meet the project needs.

Task 13 – Additional Scope for Alternative Alignment as Authorized by the City

Task 13.1 Survey Preparation of Easements for Construction (Contingent)

Prepare CAD drawings that identify the required easements for the project based on the temporary or permanent construction easements required. The CAD drawings associated with the proposed easements will be utilized to prepare legal descriptions and exhibits as required for property acquisition.

Assumptions:

- Nine easements are assumed for this level of effort.

Deliverables:

- Nine easement descriptions with exhibits including meets and bounds for public recording in Clackamas County (pdf)

Task 13.2 Geotechnical Exploration (Alternate Alignment)

If the alternate alignment is chosen that is not within the roadway after the site reconnaissance phase, a geotechnical exploration plan will be developed for the alternate alignment for 11 borings as indicated in Figure1 above. The five pipeline borings that are away from the mapped landslide, designated PB-01 through PB-05, correspond to a spacing of approximately every 800 feet along the alignment. To characterize the mapped landslide and support evaluations of slope stability, we have included five additional borings, designated PB-06 through PB-10, on a relatively small spacing to identify spatial variations in the subsurface conditions along the portion of the alignment nearest to the sloping ground. Based on existing information at the reservoir site, we anticipate that one pump station boring, designated PS-01, will be sufficient to characterize the subsurface conditions for the pump station. Piezometer locations were selected to provide a relatively uniform distribution of groundwater conditions across the alignment and to support evaluation of slope stability associated with the existing landslide.

The proposed depth and purpose of the borings is described In Table 2:

Table 2: Proposed Exploration Depth and Purpose (Landslide Route Alternative):

Boring Number	Type	Depth (ft)	Purpose
PB-1	Truck	15	Soil, Rock and Groundwater Characterization (Piezo) Pump Station Alternative
PB-2	Truck	15	Pump Station Foundation Design
PB-3	Truck	15	Soil and Rock Characterization
PB-4	Truck	15	Soil Rock and Groundwater Characterization (Piezo)
PB-5	Track	15	Soil and Rock Characterization
PB-6	Track	35	Soil, Rock, Groundwater Characterization, Slope Stability Analysis (Piezo)
PB-7	Track	25	Soil, Rock, Groundwater Characterization, Slope Stability Analysis (Piezo)
PB-8	Track	35	Soil, Rock, Characterization, Slope Stability Analysis
PB-9	Track	100	Soil, Rock, Groundwater Characterization, Slope Stability Analysis (Piezo)
PB-10	Track	35	Soil, Rock, Groundwater Characterization, Slope Stability (Piezo)
PS-1	Track	25	Pump Station Foundation Design

Scope of Work

Henrici Water Pump Station & Transmission Improvements – WIFIA 3-2 (CI 24-004)

Permits for drilling within the public right of way will be obtained, this includes preparing a traffic control plan and retaining a traffic control subcontractor. A public utility “One-Call” locate will be called in for each exploration. A private utility locator will also be subcontracted.

Drilling of the explorations is anticipated to be with a combination of truck and track mounted drill rig using mud rotary drilling methods in soil or HQ3 wireline coring techniques in rock or a portable beaver drilling rig using hollow stem auger drilling techniques. Samples will be collected from the explorations using the Standard Penetration Test at 2.5 or 5-foot intervals.

Explorations will be backfilled with bentonite in accordance with Oregon Water Resources Department regulations and capped with concrete patches or EZ-street Asphalt repair within paved areas. Piezometers will be left in place and decommissioned by the contractor during construction. A minimum of two groundwater measurements will be obtained in each piezometer installed. If the project schedule allows, one groundwater measurement will be performed in the summer/fall and one will be obtained in the winter/spring. Groundwater measurements collected from the piezometers including date of collection, approximate surface elevation (unless survey elevations are available), depth below ground surface and groundwater elevation will be provided in the Geotechnical Engineering Report prepared as part of Task 4.4A.

Exploration locations can be documented with approximate latitude and longitude based on a handheld GPS device and formal survey coordinates will be completed as part of the survey task.

Soil samples collected from the explorations will be reviewed and laboratory testing assigned on select samples. For estimating, we have included the following assumed laboratory testing as presented below:

Test	ASTM	Quantity
Grain Size Analysis	D6913	10
Atterberg Limits	D4318	10
Unconfined Compressive Strength of Rock	D2166	10
Direct Shear	D3080	2

Additional geotechnical analyses and design recommendations for this alternative will include the following:

- Summarize subsurface conditions and develop soil engineering properties and design parameters along the pipeline alignment;
- Perform an evaluation of slope stability to support alignment path selection;
 - Slope stability evaluation will include development of a 2D limit equilibrium analysis to identify critical failure planes and provide recommendation of setback distance from slope crest; and

Scope of Work

Henrici Water Pump Station & Transmission Improvements – WIFIA 3-2 (CI 24-004)

- Provide recommendations for anchoring pipelines to steep slopes.

Assumptions:

- Requires additional access requirements for drill rig.
- Additional boring, additional drilling depth, additional testing to characterize the landslide.
- Cost reflects the difference between Roadway Alternative and the Landslide alternative.

Deliverables:

- Boring logs for additional borings and additional depth.
- Geotechnical report including additional analysis.

Task 13.3 Archaeological Permit Application (Alternate Alignment)

Based on the results of the Phase I Archaeological Survey Report, the City may request preparation of an Archaeological Permit Application to the Oregon SHPO. The permit will present specific methods and locations for subsurface archaeological survey (e.g., shovel probes, hand auger probes).

Assumptions:

- No new research will be required to prepare permit application.
- One set of consolidated comments will be provided and only one round of revisions will be required.

Deliverables:

- Archaeological Permit Application (draft and final), electronic, pdf format.

Task 13.4 Subsurface Archaeological Survey and Extended Phase 1 Archaeological Survey Report (Alternate Alignment)

If Task 13.3 is conducted, perform the subsurface archaeological survey presented in the Archaeological Permit Application.

Assumptions:

- Survey will be conducted by up to 2 staff over 3 days.
- By state law, a One-Call utility locate must be completed prior to subsurface archaeological survey due to the use of subsurface probes.
- No archaeological resources or human remains will be observed during subsurface archaeological survey.
- One set of consolidated comments will be provided and only one round of revisions will be required.
- The Extended Phase 1 Archaeological Survey Report will be uploaded to SHPO's OARRA database.

Deliverables:

- Extended Phase 1 Archaeological Survey Report (draft and final), electronic, pdf format.

Scope of Work

Henrici Water Pump Station & Transmission Improvements – WIFIA 3-2 (CI 24-004)

Task 13.5 Archaeological Monitoring, Weekly Reports, and Summary Report (Alternate Alignment)

If required, conduct up to 45 days of archaeological monitoring during project construction. Prepare a monitoring report for each week during which monitoring is conducted; these will be distributed by the City to Section 106 Consulting Parties. At the completion of construction ground disturbance, prepare a comprehensive monitoring report.

Assumptions:

- Monitoring will be conducted by up to 1 staff over 45 days (9 whole weeks).
- No archaeological resources or human remains will be observed during archaeological monitoring.
- Up to 9 weekly monitoring reports will be prepared.
- One set of consolidated comments will be provided on the draft Archaeological Monitoring Summary Report and only one round of revisions will be required.
- The monitoring report will be uploaded to SHPO's OARRA database.

Deliverables:

- Archaeological Monitoring Summary Report (draft and final).

Task 13.6 Wetlands/Waterways Delineation (Alternate Alignment)

If an alignment is selected that is not within Clackamas County right-of-way, a wetlands/waterways delineation may be required. Up to 2 wetlands and 1 stream are anticipated for the study area. Biologist will complete the field work to evaluate and determine if any wetlands/waterways would be affected by the project.

Assumptions:

- Permission to access the site will be provided in advance of the work.
- Up to 2 wetlands and 1 stream will be delineated in the Study Area.
- Two biologists can complete the field work in 1 day.
- Reporting will include wetland determination data sheets; description of site conditions and recent alterations; results of the field investigations, summary of wetlands/waters mapped in the Study Area; delineation figures based on iPad tablet and GNSS blue tooth receiver for submeter accuracy.
- Any DSL reporting fee will be paid by others.

Deliverables:

- Wetlands/waterways Delineation and Report (pdf).

Task 13.8 Right of Way Services for Easement Acquisition (Alternate Alignment)

If the alternate alignment is chosen, at 60% design the property needs will be identified on property acquisition maps that will define property rights to be acquired.

All acquisition activities will comply with federal requirements, including the Uniform Relocation Assistance and Real property Acquisition Policy Act (URA) 42 U.S.C. 61. Proper notices will be provided to property owners including General Information Notice and Notice of Decision to

Scope of Work

Henrici Water Pump Station & Transmission Improvements – WIFIA 3-2 (CI 24-004)

Appraise. Based on Oregon State Law, the right-of-way team and their appraiser will give the property owner a 15-day written notice prior to the inspection. The appraisal will be completed by a licensed appraiser hired in conjunction with the right-of-way Consultant.

Offer packages will be assembled for each proposed acquisition. The package will include a cover letter agreement (or real property contract), the Appraisal Summary, Grant Deed, project map and information about the owners' rights under the Uniform Act. After offer packages are approved by the City, appointments will be made to personally meet with the property owners to deliver the First Written Offers. Acquisition agents will strive to make a minimum of 3 personal visits with each owner within the initial 30 to 45 days.

Unless otherwise directed by the City, negotiations will continue with the property owner until an agreement is reached and a contract/offer letter is signed. Once a property owner has agreed to the final offer, the proper signatures will be obtained (notarized when required). The executed documents will be delivered to the City for the City's counter signature. Once all parcels required for the construction of a project have been acquired, prepare a certification of right of way for the project. The certification is a summary of all permanent and temporary fee or easement, or other land rights acquired for the project.

For any properties that need to be condemned, provide complete files to attorneys and coordinate with them as necessary.

Tasks	Responsible	Schedule *	Deliverables
Resolution of Necessity	Oregon City	1-4 weeks	City Council approved Resolution of Necessity for the project including condemnation authority
Research & Planning	Right-of-Way Team	1-3 weeks	Scope and budget for right of way services.
Cost Estimates	Right-of-Way Team	1-2 weeks	Provide acquisition and relocation costs for project design.
Title Order & Review	Right-of-Way Team	2-4 weeks	Summary reports including vested ownership, encumbrances, and recommended actions
Initial Notices to Property Owners	Right-of-Way Team	1 week	General information notices and decision of notice to appraise notices to property owners
Appraisal	Right-of-Way Team	5-10 weeks	Appraisal reports appropriate for determination for just compensation
Determination of Just Compensation	Oregon City	1-4 weeks	City to set just compensation based on appraisal reports or administrative value summaries
Initial Offers	Right-of-Way Team	1-2 weeks	Initial offers presented in person to property owners
Negotiation & Acquisition	Right-of-Way Team	8-24 weeks	Complete offer packages, including offer letters, signed ROW documents, legal descriptions, and relevant project information
Closing		4-6 weeks	Payment to property owners and documents recorded
*Approximate schedule of activities with several tasks being performed concurrently with an estimated total time frame of 6-9 months			

Scope of Work

Henrici Water Pump Station & Transmission Improvements – WIFIA 3-2 (CI 24-004)

Assumptions:

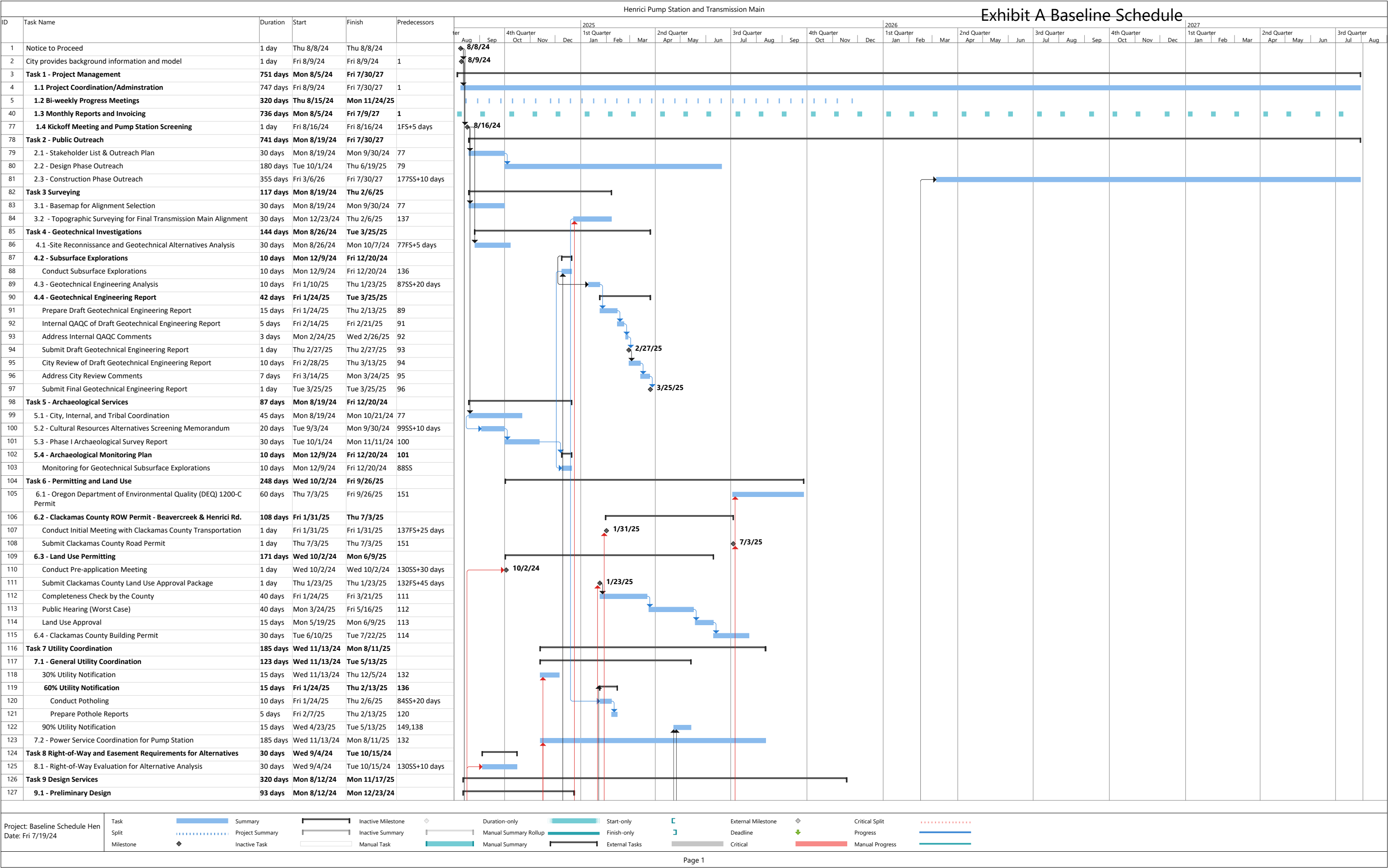
- Nine properties are estimated to be affected for the purposes of budgeting.

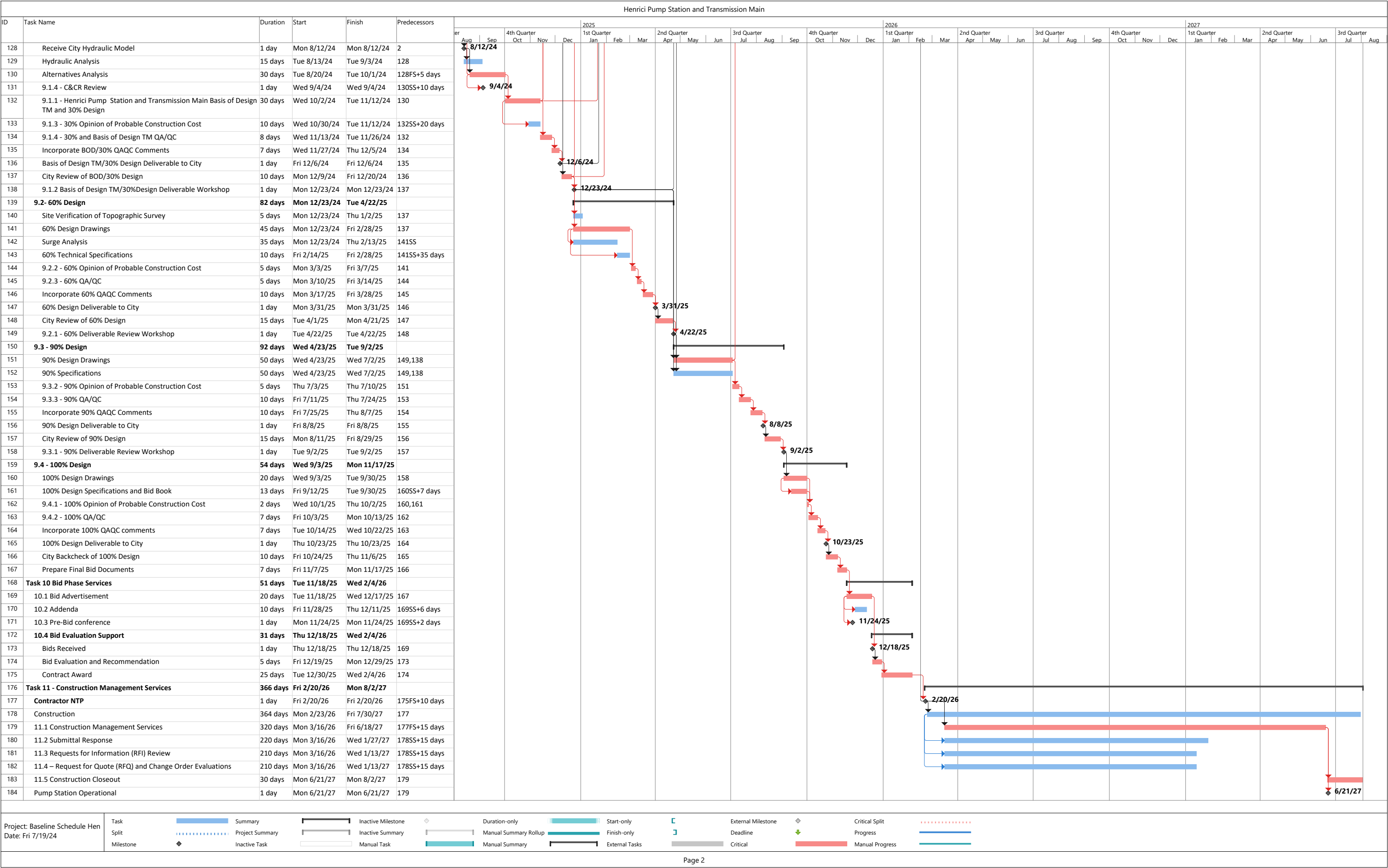
Deliverables:

- Nine right-of-way acquisitions.
- See table above.

Client Name: City of Oregon City - Henrici Pump Station and Transmission Main																											
KJ Project Number:																							Date		7/18/2024		
	Eng-Sci-9 - Mark Nelson, PIC	Eng-Sci-8 - Kathy Fretwell	Eng-Sci-8 - Ryan Ray (HVAC)	Eng-Sci-8 - Jeff Mohr (E&C)	Eng-Sci-8 - Jeff Foray (QA/QC Pump Station)	Eng-Sci-7 - James Bowland (QA/QC Pipelines)	Eng-Sci-7 - Shawn Spargo	Eng-Sci-7 - Michael Humm	Eng-Sci-7 - Jake Salter	Eng-Sci-6 - Kieran Christie	Eng-Sci-6 - Mark Preston	Eng-Sci-5 - Erin Hoepfle (Elec)	Eng-Sci-4 - Stephan Koweluk (I&C)	Eng-Sci-4 - Allison Lukens	Eng-Sci-4 - BG Doktor	Eng-Sci-3 - Lauren Tetzloff	Eng-Sci-3 - Forest Herndon (HVAC)	Eng-Sci-2 - Gabrielle Jones (Structural)	Sr. CAD-Design	CAD-Design	Sr. CAD-Tech	CAD-Tech	Project Assistant Michelle Flury	Admin. Assist.	Total Labor	Total Subs	Total Labor + Subs + Expenses
Classification:	\$300	\$290	\$290	\$290	\$290	\$265	\$265	\$265	\$265	\$240	\$240	\$225	\$200	\$200	\$200	\$180	\$180	\$165	\$180	\$170	\$170	\$160	\$155	\$137			
Hourly Rate:																											
Task 1: Project Management and Meetings																											
1.1 Project Coordination and Adminstration	12	108						14							4								72		\$50,590	\$0	\$50,590
1.2 Biweekly Progress Meetings		36					24	24																	\$23,160	\$3,447	\$26,607
1.3 Monthly Reports and Invoicing		80				16																	80		\$39,840	\$9,146	\$48,986
1.4 Kick off Meeting and Pump Station Screening		4					4	4																	\$3,280	\$0	\$3,280
Task 1 - Subtotal	12	228	0	0	0	16	28	42	0	0	0	0	0	0	4	0	0	0	0	0	0	0	152	0	\$116,870	\$12,593	\$129,463
Task 2 -Public Outreach																											
2.1 Stakeholder List & Outreach Plan																									\$0	\$7,247	\$7,247
2.2 Design Phase Outreach		8					2																		\$2,850	\$32,610	\$35,460
2.3 Construction Phase Outreach		1					1																		\$555	\$12,398	\$12,953
Task 2 - Subtotal	0	9	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$3,405	\$52,255	\$55,660
Task 3 -Surveying																											
3.1 Basemap for Alignment Selection		2																							\$580	\$44,432	\$45,012
3.2 Topographic Surveying for Final Transmission Main Alignment		2						0									0			40					\$7,780	\$42,097	\$49,877
Task 3 - Subtotal	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40	0	0	0	0	0	\$8,360	\$86,528	\$94,888
Task 4 -Geotechnical Investigations																											
4.1 Site Reconnasiance and Geotechnical Alternatives Analysis		1					8																		\$2,410	\$14,882	\$17,292
4.2 Subsurface Explorations		1																							\$290	\$48,630	\$48,920
4.3 Geotechnical Engineering Analysis		1					4		4																\$2,410	\$11,403	\$13,813
4.4 Geotechnical Engineering Report		1																							\$290	\$13,955	\$14,245
Task 4 - Subtotal	0	4	0	0	0	0	12	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$5,400	\$88,869	\$94,269
Task 5 -Archaeological Services																											
5.1 City, Internal and Tribal Coordination		2																							\$580	\$9,975	\$10,555
5.2 Cultural Resources Alternatives Screening Memorandum		2																							\$580	\$4,200	\$4,780
5.3 Phase I Archaeological Survey Report		1																							\$290	\$35,700	\$35,990
5.4 Archaeological Monitoring Plan		1																							\$290	\$5,250	\$5,540
Task 5 - Subtotal	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$1,740	\$55,125	\$56,865
Task 6 - Permitting and Land Use																											
6.1 Oregon Department of Environmental Quality (DEQ) 1200-C Construction Stormwater General Permit		1					16							30		40									\$17,730	\$0	\$17,730
6.2 Clackamas County Right-of-Way Permit for work in Beavercreek Road and Henrici Road		1					8							30		40									\$15,610	\$0	\$15,610
6.3 Land-Use Permitting		1					8							30		40				40					\$22,810	\$0	\$22,810
6.4 Clackamas County Building Permit		1	2				8							30		40	4								\$16,910	\$0	\$16,910
Task 6 - Subtotal	0	4	2	0	0	0	40	0	0	0	0	0	0	120	0	160	4	0	40	0	0	0	0	0	\$73,060	\$0	\$73,060
Task 7 - Utility Coordination																											
7.1 General Utility Coordination		3														120				48					\$31,110	\$10,500	\$41,610
7.2 Power Service Coordination for Pump Station		1					8					32													\$9,610	\$0	\$9,610
Task 7 - Subtotal	0	4	0	0	0	0	8	0	0	0	0	32	0	0	0	120	0	0	48	0	0	0	0	0	\$40,720	\$10,500	\$51,220
Task 8 Right-of-Way and Easement Requirements for Alternatives																											
8.1 Right-of-Way Evaluation for Alternative Analysis		4														20				20					\$8,360	\$0	\$8,360
Task 8 - Subtotal	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	20	0	0	20	0	0	0	0	0	\$8,360	\$0	\$8,360
Task 9 - Design Services																											

Client Name: City of Oregon City - Henrici Pump Station and Transmission Main																								
KJ Project Number:																								
Classification:	Date 7/18/2024																							
	Eng-Sci-9 - Mark Nelson, PIC	Eng-Sci-8 - Kathy Fretwell	Eng-Sci-8 - Ryan Ray (HVAC)	Eng-Sci-8 - Jeff Mohr (E&C)	Eng-Sci-8 - Jeff Foray (QA/QC Pump Station)	Eng-Sci-7 - James Bowland (QA/QC Pipelines)	Eng-Sci-7 - Shawn Spargo	Eng-Sci-7 - Michael Humm	Eng-Sci-7 - Jake Salter	Eng-Sci-6 - Kieran Christie	Eng-Sci-6 - Mark Preston	Eng-Sci-5 - Erin Hoeple (Elec)	Eng-Sci-4 - Stephan Koweluk (I&C)	Eng-Sci-4 - Allison Lukens	Eng-Sci-4 - BG Doktor	Eng-Sci-3 - Lauren Tetzloff	Eng-Sci-3 - Forest Hemdon (HVAC)	Eng-Sci-2 - Gabrielle Jones (Structural)	Sr. CAD-Design	CAD-Design	Sr. CAD-Tech	CAD-Tech	Project Assistant Michelle Flury	Admin. Assist.
Hourly Rate:	\$300	\$290	\$290	\$290	\$290	\$265	\$265	\$265	\$265	\$240	\$240	\$225	\$200	\$200	\$200	\$180	\$180	\$165	\$180	\$170	\$170	\$160	\$155	\$137
9.3 90% Design	0	0	12	39	0	0	108	33	32	0	102	151	88	161	0	191	33	101	244	0	67	23	0	18
9.3.1 90% Deliverable Review Workshop		2	2				2	2	2		2	2	2	10		10								
9.3.2 90% Opinion of Probable Construction Cost										40	2													
9.3.3 90% QA/QC	4			40	20	20					4				6				4					
Task 9.3 - Subtotal	4	2	14	79	20	20	110	35	34	40	110	153	90	171	6	201	33	101	248	0	67	23	0	18
9.4 100% (Bid Documents)	0	0	7	25	0	0	77	20	21	0	65	98	56	99	0	123	21	66	163	0	45	16	0	9
9.4.1 100% Opinion of Probable Construction Cost										24	1	4	4						4					
9.4.2 100% QA/QC	2			40	20	20					2				4				4					
Task 9.4 - Subtotal	6	0	7	105	40	40	77	20	21	24	72	102	60	99	10	123	21	66	171	0	45	16	0	9
Task 9 - Subtotal	14	8	58	269	82	82	453	156	125	144	418	566	356	679	22	742	132	365	832	0	224	78	0	90
Task 10 - Bid Services																								
10.1 Bid Advertisement							1	1						4		4								
10.2 - Addenda (total of 2 assumed)			2				4	2		4	4	4	4	4		4	4		8					
10.3 – PreBid Conference							2	2																
10.4 – Bid Evaluation Support							1	1						4										
Task 10 - Subtotal	0	0	2	0	0	0	8	6	0	0	4	4	4	12	0	8	4	0	8	0	0	0	0	0
Task 11 - Construction Management Services																								
11.1 - Construction Management Services/Observation							84	20				20	20	60		576	20	40						
11.2 Submittal Review			12				40	20		16	60	60	80			200	50	40						
11.3 Requests for Information (RFIs) Review			5				20	8		8	16	16	30			30	10	10						
11.4 Request for Quote (RFQ) and Change Order Evaluations							20	8		4	4	4	20			20	4	4						
11.5 Construction Closeout			10	20			40	16				20	20	80		80		20	80					
Task 11 - Subtotal	0	0	27	20	0	0	204	72	0	0	28	120	120	270	0	906	84	114	80	0	0	0	0	0
Task 1- 11 - TOTAL	26	271	89	289	82	98	756	276	129	144	450	722	480	1081	26	1956	224	479	1068	0	224	78	152	90
Task 12 -Contingency Tasks as Authorized by the City																								
12.1 - Public Outreach Printing and Mailing Support		1																						
12.2 - Design Phase Services																								
12.2.1 - Additional Design Coordination, Additional Workshops, and Additional Meetings		8					40	40						40		40			60					
12.2.2 - Traffic Control Plans		2							8															
12.3 - Construction Phase Services																								
12.3.1 - Additional Construction Management/Observation			4	4			20	20	10			20	20	40		120	20	40						
12.3.2 - Additional Submittal Reviews/RFIs/CO			20				40	16		16	20	20	30			30	14	14						
Task 12 - Subtotal	0	11	24	4	0	0	100	84	10	0	16	40	40	110	0	190	34	54	60	0	0	0	0	0
Total Base Alignment - Authorized Contract Amount	26	282	113	293	82	98	856	360	139	144	466	762	520	1191	26	2146	258	533	1128	0	224	78	152	90
Task 13 - Additional Scope for Alternative Alignment																								
13.1 - Survey Preparation of Easements for Construction (9 assumed)		4																	40					
13.2 - Geotechnical Exploration (Alternative Alignment)		2																						
13.3 - Archaeological Permit Application (Alternate Alignment)		8																						
13.4 - Subsurface Archaeological Survey and Extended Phase 1 Archaeological Survey Report (Alternate Alignment)		8																						
13.5 - Archaeological Monitoring, Weekly Reports, and Summary Report (Alternate Alignment)		8																						
13.6 - Wetlands/Waterways Delineation (Alternate Alignment)		8																						
13.7 - Right of Way Services for Easement Acquisition (Alternate Alignment)		8													40									
Task 13 - Subtotal (Fee for Task not included in Original Contract Amount)	0	46	0	0	0	0	0	0	0	0	0	0	0	0	0	40	0	0	40	0	0	0	0	0





STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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

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

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

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

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.

Professional Services Agreement

EXHIBIT C - WIFIA COMPLIANCE REQUIREMENTS

The following provisions are required of all parties (“Contractor”) entering into a professional services contract for projects funded through the Water Infrastructure Funding and Innovation Act (WIFIA), as set forth in the WIFIA Borrowers Guide under the Economic & Miscellaneous Authorities section.

- **Debarment and Suspension.** Contractor certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 2 CFR part 180 and part 1532 (per Executive Order 12549, 51 FR 6370, February 21, 1986) or who is prohibited under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act to participate in the [Project]. Suspension and debarment information can be accessed at <http://www.sam.gov>. Contractor represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement.
- **Federal Lobbying Restrictions (31 U.S.C 1352).** Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Contractor shall complete and submit to the City the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Contractor shall also require all subcontractors and suppliers of any tier awarded a subcontract over \$100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.
- **CIVIL RIGHTS OBLIGATIONS.** Contractor shall comply with the following federal non-discrimination requirements:
 - a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP). (42 U.S.C 2000D, *et. seq*)
 - b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities. (29 U.S.C. 794, supplemented by EO 11914, 41 FR 17871, April 29, 1976 and EO 11250, 30 FR 13003, October 13, 1965)
 - c. The Age Discrimination Act of 1975, which prohibits age discrimination. (42 U.S.C 6101 *et. seq*)
 - d. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
 - e. 40 CFR Part 7, as it relates to the foregoing

- **Disadvantaged Business Enterprises (DBE).** The contractor must ensure that the DBE's six good faith efforts are used during the procurement of subcontractors for the [Project]. The six good faith efforts are found at: <https://www.epa.gov/grants/disadvantaged-business-enterprise-programrequirements#sixgoodfaiththefforts>.



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** August 7, 2024
From: John Lewis, Public Works Director

SUBJECT:

Item 7.c. - Purchase of Asphalt for 2024 In-House Paving Projects

STAFF RECOMMENDATION:

Authorize the purchase of asphalt for 2024 In-House Paving Projects with South County Asphalt, LLC in the amount of eighty-five thousand, eight hundred and zero cents (\$85,800.00).

EXECUTIVE SUMMARY:

The Public Works Street Division is planning to perform In-House Paving on vulnerable roads during the months of August and September. These roads would otherwise not receive repair for another 10+ years due to their status of low priority and because they do not meet PMUF project specifications. By completing this work in conjunction with the annual PMUF treatments, the Streets Division has made it possible for additional roads to receive the needed upkeep prior to the base failing, increasing the City's value and sustainability.

The Streets Division will purchase 1,200 tons of asphalt for a total of \$85,800.00, and the crew will perform taper grinding followed by a 2.5" overlay of asphalt on six roads that were identified when building out the summer paving plan in conjunction with the five-year PMUF project. The annual paving program has been a long-term investment for the City to maintain its value and livability, aligning with the City's goal to invest in current and future capital needs for safe, sustainable infrastructure and City services for future growth.

BACKGROUND:

The Street Division has been providing small in-house paving for the past 10 years, developing the necessary skills and knowledge, and acquiring the equipment required to perform larger projects. This is the second year the Streets Division is performing a large project, and it plans to continue performing this size of project annually.

The roads selected for in-house paving are strategically picked in conjunction with the 5-year PMUF Plan and include the following requirements: they must have low average daily traffic (ADT), a low pavement condition index (PCI), they do not have American Disability Act (ADA) requirements, the base is in good condition and doesn't require a full depth reclamation (full depth reclamation is when the base is gone and needs to be dug out) and there are no underground problems such as water or sewer related issues.

Generally, the condition of the road includes alligator cracking (a series of interconnecting cracks caused by fatigue failure of the asphalt surface); without treatment, the roads will

continue to deteriorate, including further development of cracks, base failure and potholes which can lead to accidents and liability such as tripping and vehicle damage.

The 2024 In-House Paving project includes the following roads and includes their Pavement Condition Index (PCI); the City's current average PCI is 76.

Hughes Street	PCI 17
Kamm Street	PCI 55
King Street	PCI 30
Warner Street	PCI 21
Woodfield Court	PCI 16
Woodlawn Court	PCI 36

Three bids were acquired and received for 1,200 tons of asphalt. South County Asphalt, LLC was not the lowest bid but was selected after considering the estimated costs related to time, distance (fuel/diesel), and wages. By choosing South County Asphalt, LLC there is a minimum-estimated savings of \$400.00.

South County Asphalt, LLC is nearest to Oregon City and will allow an additional round-trip each day. The project is scheduled for six (6) days but could be lowered to five (5) days depending on traffic conditions.

The quotes received are as follows, listed lowest to highest:

Knife River Northwest	\$70.00 ton x 1,200 tons = \$84,000.00
South County Asphalt, LLC	\$71.50 ton x 1,200 tons = \$85,800.00
Lakeside Industries	\$83.00 ton x 1,200 tons = \$99,600.00

Intermediate procurements are required to seek at least three informally solicited competitive quotes or proposals from prospective vendors. This intermediate procurement (\$25,000 to \$250,000) follows City procurement guidelines and the Oregon Revised Statute.

OPTIONS:

1. Approve Purchase of Asphalt for 2024 In-House Paving Projects.
2. Approve Purchase of Asphalt for 2024 In-House Paving Projects with Amendments.
3. Deny Purchase of Asphalt for 2024 In-House Paving Projects and provide further direction.

BUDGET IMPACT:

Amount	\$85,800.00
Fiscal Year(s):	2024/2025
Funding Source(s):	Transportation Fund

South County Asphalt, LLC.

24420 S. Highway 99E

Canby, OR 97013

Phone: (971) 235-4571

MATERIAL QUOTATION

Client: **City of Oregon City**

Quotation Date: 7/22/2024

Project Name: City Project-Specific Paving – Price is good through 9/30/2024

Bid Date: 7/22/2024

Level 3, ½" ACP 1,200 ton @ \$71.50/ton

Conditions:

- Terms: Net 30 days from invoice on approved credit only.
- **All quotations include an asphalt escalation unless noted above.**
- No special shifts are included unless listed above (night or weekends).





1: 2,400

This map is not suitable for survey, engineering, legal, or navigation purposes. Data errors and omissions may exist.



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** August 7, 2024
From: John Lewis, Public Works Director

SUBJECT:

Item 7.d. - Purchase of Traffic Signal Radar Equipment from Advanced Traffic Products

STAFF RECOMMENDATION:

Authorize the purchase of traffic signal radar equipment, to support upcoming capital construction projects from Advanced Traffic Products in the amount of one-hundred fifteen thousand, five hundred-eighty-six, and twenty-five cents (\$115,586.25).

EXECUTIVE SUMMARY:

Oregon City has historically used vehicle detection loops (also called, "inductive-loop traffic detectors") for traffic signals. These "loops" have flaws that interfere with efficient traffic flow. To mitigate this issue, radar detection equipment will be installed as a replacement for existing loops. The replacement equipment will be installed prior to upcoming construction projects, to avoid impacts to traffic flow.

BACKGROUND:

Oregon City has historically used vehicle detection loops (also called, "inductive-loop traffic detectors") for traffic control. These detection loops utilize traffic sensors, via wire fixed under the pavement, detect the presence and type of vehicle. The sensors then relay a message to the traffic signal controller that a vehicle is present. However, construction work can impact and/or cut the loops, causing the traffic controller to enter "fail-safe mode." This mode falsely detects vehicles when none are present, thus preventing signals from being relayed when vehicles are present and waiting to turn. As a result, the traffic signal cycles through regular signal patterns when no vehicles are present, impacting vehicular travel. Replacing these loops takes time; therefore, radar detection equipment will be installed as a replacement for some existing loops.

Upcoming construction projects (Molalla Transmission Main WIFIA 3-1 (CI 22-014) and 2025 Oregon City Roadway Reconstruction Project PMUF (CI 24-006)) will impact several traffic signals utilizing loops in the project areas. To avoid these traffic impacts, radar detection equipment will be installed prior to project construction. Because these projects will benefit from the conversion, costs for the radar equipment will be paid by these projects, as follows:

- Molalla Transmission Main WIFIA 3-1 (CI 22-014) - \$68,483.00 (25% Water System Development Charges (SDC) 75% Water)
- 2025 Oregon City Roadway Reconstruction Project PMUF (CI 24-006) - \$47,103.25

(Pavement Fund)

Clackamas County reviews and maintains the City's traffic signals and intelligent transportation systems (ITS) equipment, via an existing intergovernmental agreement (IGA) between the City and Clackamas County; therefore, maintenance of the new radar detection equipment will be maintained by the County. To complete the conversion from loops to radar detection, the City provided a list of upcoming projects for the County to review. The County reviewed this list and provided the City with a list of the equipment necessary for the conversion. Once the City purchases the equipment, Clackamas County will install the equipment, via the existing IGA.

On June 14, 2024, a request for quotes for the traffic signal radar equipment was sent to three (3) vendors, in accordance with City and State contracting procedures for Intermediate Procurement procedures. Quotes were due June 25, 2024, and one (1) quote was received from Advanced Traffic Products. Following their quote, Advanced Traffic Products called to inform staff that their company is the sole and exclusive dealer (for this geographical area) for the equipment specified in the request.

This specific equipment is necessary to install the radar detection equipment, as specified by the IGA between the City and County. In addition, Clackamas County can maintain the traffic control equipment more efficiently when utilizing consistent equipment in traffic signals. With the information provided by Advanced Traffic Products, and the terms of the City's IGA with the County, this intermediate procurement (\$25,000 to \$250,000) follows City procurement guidelines and Oregon Revised Statutes. The intermediate procurement process requires at least three (3) informally solicited competitive quotes, or proposals, from prospective vendors. Since only one vendor supplies the required equipment, and was the only respondent to the request for quotes, staff requests Commission approval to purchase this equipment from Advanced Traffic Products, in the amount of one-hundred fifteen thousand, five hundred-eighty-six, and twenty-five cents (\$115,586.25).

OPTIONS:

1. Approve Purchase of Traffic Signal Radar Equipment from Advanced Traffic Products.
2. Approve Purchase of Traffic Signal Radar Equipment from Advanced Traffic Products with Amendments.
3. Deny Purchase of Traffic Signal Radar Equipment from Advanced Traffic Products and provide further direction.

BUDGET IMPACT:

Amount	\$115,586.25
Fiscal Year(s):	2024-2025
Funding Source(s):	Transportation Fund, Water Fund and Water SDC Fund

Wavetronix SmartSensor Digital Wave Radar

Agency	Oregon City	Date	7.29.24		
Contact	Dayna Webb	Phone No.	503.312.5648		
Address	13895 Fir St	Fax No.			
City	Oregon City	State	OR	Zip Code	97045
Project	WX Request V2	County			
		ATP Sales Rep	Bruce Farrell		

Qty	Model No.	Description		Price
5	102-0594-6	Expanse Arc6 with 5-6 Surge Cards (656 replacement)	\$4,657.00	\$23,285.00
5	102-0486	19" Arc Rack Bracket	\$54.00	\$270.00
5	WX-SS-200-E	Wavetronix Advance 200-E Extended Range SmartSensor	\$5,771.00	\$28,855.00
10	WX-SS-225	Wavetronix Matrix Stop Bar SmartSensor	\$4,657.00	\$46,570.00
15	WX-SS-704-080	80 foot 6 Conductor Matrix / 200V Cable w/ Connector	\$337.00	\$5,055.00
3750	ATP-Matrix 2	Matrix Type 2 Home Run Cable 1 pr #18, 2 triads #22	\$1.40	\$5,250.00
15	102-0453 (Mini-710)	Mini 710 - Sensor Cable Junction Box w/terminal blocks	\$155.00	\$2,325.00
15	WX-SS-611	Sensor Mount - 6" 2 Axis Aluminum Bracket	\$219.00	\$3,285.00
5	WS-S DLC-2070-650	5' SDLC Cable-2070 (25 pin screw) to Click 650 (15 pin Spring clip)	\$138.25	\$691.25
TOTAL				\$115,586.25

This quote will be honored for 30 days.

This Bid is for Materials Only & Does Not Include Lab Fees, Applicable Taxes or Installation Charges.

ATP DOES NOT take responsibility for quantities of materials.

Lead-times will be provided upon receipt of PO if requested.

Please email PO's to PO@advancedtraffic.com should you opt to purchase this material

Shipping fees to Alaska are Excluded unless specifically included and shown above.

1122 Industry Street Suite A - Everett, WA 98203 - 425.347.6208

www.advancedtraffic.com



Wavetronix Exclusive Dealer Certification

February 12, 2024

To Whom it May Concern:

Wavetronix would like to confirm that Advanced Traffic Products is contracted with Wavetronix as the sole and exclusive dealer of the SmartSensor Digital Wave Traffic Radar, the SmartSensor High Definition (HD) traffic radar, the SmartSensor Matrix traffic radar, the SmartSensor Advance traffic radar, and all Wavetronix products for the states of Oregon, Washington, Idaho, Montana, Nevada, Wyoming and Alaska.

Advanced Traffic Products has completed factory authorized training and qualified technical support at the Wavetronix offices in Provo, UT (USA) and continuing education and training by Wavetronix personnel.

Any questions regarding the contractual relationship between Advanced Traffic Products and Wavetronix can be forwarded directly to my attention at the address listed below. Thank you for attention with this matter.

Sincerely,

A handwritten signature in black ink that reads 'Brent Padilla'.

Brent Padilla
Business Unit



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING

DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, April 17, 2024 at 7:00 PM

REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

Mayor Denyse McGriff convened the meeting at 7:03 P.M.

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

STAFFERS: 9 - City Manager Tony Konkol, Assistant City Manager Alex Rains, City Recorder Jakob Wiley, Police Chief Shaun Davis, Parks and Recreation Director Kendall Reid, Finance Director Matt Zook, Assistant City Recorder Evan Lee, Human Resources Director Patrick Foiles, Planning Manager Pete Walter

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

3a. Oath of Office for Oregon City Police Officers: Paul Thie and Amanda Trejo

Shaun Davis, Police Chief, introduced Police Officers Thie and Trejo. Mayor McGriff administered the oath of office to these officers.

Mayor McGriff passed out items to the Commission from Oregon City Together after an event on student mental health.

3b. Sexual Assault Awareness Month (SAAM) Proclamation

Mayor McGriff read the proclamation declaring April 2024 as Sexual Assault Awareness Month.

April Everest, Program Director for A Safe Place Family Justice Center, and Fay Schuler, Director of Community Outreach at Clackamas Women's Services, spoke about the impacts of sexual violence and services they provided. They explained the lights visible on the Elevator as a reminder of this issue.

3c. Oregon Heritage Tree Hero Award - Dr. Nancy Broshot

Pete Walter, Planning Manager, announced Dr. Nancy Broshot was the 2024 recipient of the Oregon Heritage Tree Hero Award.

Samantha Wolf, Natural Resources Committee Chair, spoke about the Oregon Heritage Tree program and award. She and Mayor McGriff presented the award to Dr. Broshot.

Dr. Broshot thanked everyone for the honor.

3d. Municipal Clerks Week Proclamation

Mayor McGriff read the proclamation declaring May 5-11, 2024, as Municipal Clerks Week.

4. CITIZEN COMMENTS

Thelma Haggemiller, resident of Oak Grove, discussed their float in the Rose Festival Parade and how the theme would continue throughout the summer tourist events.

5. PRESENTATION

None

6. ADOPTION OF THE AGENDA

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

7. CONSENT AGENDA

Motion made by Commissioner Marl, seconded by Mayor McGriff, to approve the consent agenda except Item 7c. The motion carried by the following vote:

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

- 7a. Resolution No. 24-11, Establishing Immunity from Certain Personal Injury or Property Damage Claims Described in ORS 105.668, as Amended by Senate Bill 1576 (2024)
- 7b. Authorization to Apply for the Energy Efficiency and Conservation Block Grant (EECBG)
- 7c. Minutes of the January 17, 2024 City Commission Meeting

Commissioner Marl asked that the minutes be amended to better reflect that the Commission passed a resolution to get grant money from the state to help with the climate friendly and equitable communities parking reform requirements that the state was imposing, and that the Commission was not supporting the parking reform policies themselves.

Motion made by Commissioner Marl, seconded by Commissioner Smith, to approve the minutes of the January 17, 2024, meeting as amended. The motion carried by the following vote:

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

- 7d. Minutes of the April 03, 2024 City Commission Special Meeting

8. PUBLIC HEARINGS

None

9. GENERAL BUSINESS

- 9a. Second Reading of Ordinance No. 24-1003, Proposed Amendments to Oregon City Municipal Code Chapter 2.40.020 and 2.40.030, Public Contracting and Purchasing

Motion made by Commissioner Smith, seconded by Commissioner Mitchell, to approve the second reading and final adoption of Ordinance No. 24-1003, proposed amendments to Oregon City Municipal Code Chapter 2.40.020 and 2.40.030, Public Contracting and Purchasing. The motion carried by the following vote:

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

10. COMMUNICATIONS

11. City Manager

None

12. Commissioners

Commissioner O'Donnell announced a meeting on April 24 regarding river tourism.

13. Mayor

Mayor McGriff reported on the Willamette Falls Locks Authority.

14. ADJOURNMENT

Mayor McGriff adjourned the meeting at 7:44 P.M.

Respectfully submitted,

Jakob S. Wiley, City Recorder



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING

DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, May 01, 2024 at 7:00 PM

REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

Mayor Denyse McGriff convened the meeting at 7:03 P.M.

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

STAFFERS: 12 - City Manager Tony Konkol, Assistant City Manager Alex Rains, City Recorder Jakob Wiley, Police Chief Shaun Davis, Planning Manager Pete Walter, Library Director Greg Williams, Public Works Director John Lewis, Assistant City Recorder Evan Lee, Communications Manager Jarrod Lyman

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

3a. Proclaiming May 19 – 25, 2024 as National Public Works Week in Oregon City

Mayor McGriff read the proclamation declaring May 19-25, 2024, as National Public Works Week.

3b. Preservation Month Proclamation

Commissioner Smith read the proclamation declaring May 2024 as National Historic Preservation Month.

3c. Jewish American Heritage Month Proclamation

Mayor McGriff read the proclamation declaring May 2024 as Jewish American Heritage Month.

3d. 2024 May the Fourth Star Wars Day Proclamation

Greg Williams, Library Director, announced May 4 events at the library.

Mayor McGriff read the proclamation declaring May 4, 2024, as Star Wars Day.

4. CITIZEN COMMENTS

None.

5. PRESENTATIONS

5a. Natural Resources Committee (NRC) Report to City Commission on 2023 Activities

Pete Walter, Planning Manager, introduced the topic.

Samantha Wolf, Natural Resources Committee Chair, reported on the 2023 NRC activities and ongoing items.

There was discussion regarding the Bee City USA program.

5b. Arts Commission Annual Report

This item was postponed.

6. ADOPTION OF THE AGENDA

Items 7a and 7f were pulled from the consent agenda. The agenda was adopted as amended.

7. CONSENT AGENDA

Motion made by Commissioner Marl, seconded by Commissioner O'Donnell, to approve the consent agenda except Items 7a and 7f. The motion carried by the following vote:

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

7a. Resolution No. 24-12, Amending the Oregon City Sidewalk Replacement Assistance Program

Commissioner Mitchell thought the City should contribute to replacement street trees. Mayor McGriff explained the Friends of Trees program for reduced cost trees.

Commissioner Mitchell thought information on that program should be added to the document.

Motion made by Commissioner Mitchell, seconded by Mayor McGriff, to approve Resolution No. 24-12, amending the Oregon City Sidewalk Replacement Assistance Program as amended. The motion carried by the following vote:

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

7b. Resolution No. 24-14, Updating a Distinct Sewer Billing Methodology for Large Institutional Customers Served by Oregon City's Sanitary Sewer Collection System

7c. Public Improvement Contract with S-2 Contractors, Inc. for the 2024 Oregon City Roadway Reconstruction Project PMUF (CI 23-007)

7d. Public Improvement Contract with Dirt & Aggregate Interchange, Inc. for the Holcomb Safe Routes to School Project (CI 22-011)

7e. Right-of-Way Dedication, Public Utility Easement and Obligation & Temporary Construction Easement Agreement for Oregon City School District property (Tax Map 2-2E-28AB-01400) associated with the Holcomb Boulevard Safe Routes to School Project (CI 22-011).

7f. Minutes of the January 9, 2024 City Commission Work Session

Commissioner Marl noted it was not just the Mayor who testified at the Oregon City/West Linn/Gladstone public hearing, but he and Commissioner Mitchell also spoke, and Commissioner Smith was in attendance.

Motion made by Commissioner Marl, seconded by Mayor McGriff, to approve the minutes of the January 9, 2024, meeting as amended. The motion carried by the following vote:

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

8. PUBLIC HEARINGS

None.

9. GENERAL BUSINESS

9a. Clackamas County Public Housing Repositioning

Tony Konkol, City Manager, said this was a letter of support to the Clackamas County Housing Authority for the proposed repositioning of the 445 unit public housing facilities. This would relocate current residents while the new housing was being built and the residents would have first rights to go back into the new housing. The County wanted to consolidate facility sites and increase the number of available units through new construction and a voucher system.

Commissioner Marl pointed out typos.

There was consensus to forward the letter as amended.

10. COMMUNICATIONS

11. City Manager

None.

12. Commissioners

Commissioner O'Donnell provided a summary of a meeting he attended on April 24 regarding river tourism and business development. The next meeting would be on July 24. He suggested a joint proclamation with the participating cities.

Commissioner Mitchell added that the pedestrian access along McLoughlin would also contribute to the river developments.

13. Mayor

Mayor McGriff mentioned that Willamette Falls Locks Authority was working on a budget. Mayor McGriff and Commissioner O'Donnell discussed a water rights presentation provided at the South Fork Water Board meeting.

Mayor McGriff attended the League of Oregon Cities conference, where the Grants Pass court case, a water rights presentation, and Marion County's Diversion Program were included. She also facilitated a discussion on people of color leading communities.

- 13a. Mayoral Appointments to the Citizen Involvement Committee (CIC) for 2024

Mayor McGriff made appointments to the CIC.

14. ADJOURNMENT

Mayor McGriff adjourned the meeting at 8:01 P.M.

Respectfully submitted,

Jakob S. Wiley, City Recorder



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** August 7, 2024
From: Hannah Schmidt, Community Engagement Specialist

SUBJECT:

Item 9.a. - Second Reading of Ordinance No. 24-1006, Revising the City Code for the Youth Advisory Commission

STAFF RECOMMENDATION:

Staff recommends approval of Ordinance No. 24-1006.

EXECUTIVE SUMMARY:

Ordinance No. 23-1003 has been revised by the Youth Advisory Commission to reflect the most recent updates since the Youth Advisory Commission first began in October 2022. Ordinance No. 24-1006 has also been updated with the proper revisions that the City Commission suggested at the City Commission Special Meeting on July 9, 2024.

BACKGROUND:

The Youth Advisory Commission was established in October 2022 with their first meeting held in March 2023. Over the course of the past two terms, Ordinance No. 23-1003 has not been consistent with the current practices of the Youth Advisory Commission. The Youth Advisory Commission spent the last couple of months in their second term revising the City Code to better reflect their practices. The changes made by the Youth Advisory Commission to Ordinance 23-1003 have been outlined in red on Exhibit A. Some of the revisions are minor, such as correcting any language of the Youth Advisory Committee to the Youth Advisory Commission, while other changes are more significant, such as requiring the Youth Advisory Commission to organize a minimum of one community event rather than a student town hall. Please reference Exhibit A to review all the changes made to Ordinance No. 23-1003.

OPTIONS:

1. Approve Second Reading of Ordinance No. 24-1006, Revising the City Code for the Youth Advisory Commission.
2. Approve Second Reading of Ordinance No. 24-1006, Revising the City Code for the Youth Advisory Commission with Amendments.
3. Deny Second Reading of Ordinance No. 24-1006, Revising the City Code for the Youth Advisory Commission and provide staff with further direction.

BUDGET IMPACT:

N/A

ORDINANCE NO. 24-1006

AN ORDINANCE OF THE CITY OF OREGON CITY REVISING THE CITY CODE FOR THE YOUTH ADVISORY COMMISSION

WHEREAS, The City Commission created the Youth Advisory Committee (YAC) under Ordinance No. 22-1006; and subsequently amended by Ordinance No. 23-1003; and

WHEREAS, The Youth Advisory Commission reviewed the Ordinance No. 23-1003 and request revisions that better reflect how the Youth Advisory Commission would like to operate moving into their third term; and

WHEREAS, The proposed amendments to the Oregon City Municipal Code (OCMC) 2.62 more accurately reflects the roles and responsibilities of the Youth Advisory Commission.

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. The City Commission adopts the added language underlined in red and strikes the language stricken in black within Exhibit A and fully incorporated in Exhibit B.

Read for the first time at a regular meeting of the City Commission held on the 17th day of July 2024, and the City Commission finally enacted the foregoing ordinance this 7th day of August 2024.

DENYSE C. MCGRIFF
Mayor

Attested to this 7th day of August 2024,

Approved as to legal sufficiency:

Jakob S. Wiley, City Recorder

City Attorney

Chapter 2.62 – Youth Advisory Commission

2.62.010 – Created.

There is created a Youth Advisory Commission for the City of Oregon City having the duties and responsibilities provided in this chapter.

2.62.015 – Purpose.

The Oregon City Youth Advisory Commission is created to provide local students a voice in their municipal government, build an understanding of governance and leadership and to provide opportunities to engage and serve the community. The Youth Advisory Commission shall be guided by the belief that local involvement at a young age is crucial to ensuring a well-informed and engaged citizenry in the future and to provide an opportunity for members to become equipped with the knowledge and leadership skills necessary to become active contributors in the community now and in the future.

2.62.020 – Membership.

The Youth Advisory Commission shall consist of at least nine youth members and one non-voting City Commissioner to be appointed by the Mayor:

- A. Members of the Youth Advisory Commission shall be high school students at the time of swearing in and shall reside within the city limits of Oregon City or attend a school within Oregon City limits.
 - No more than two seats may be occupied by students living outside of Oregon City limits.
- B. Any vacancy shall be filled by the Mayor, at their sole discretion, for the unexpired portion of the vacated term.
 - A vacancy can be filled by the discretion of the Mayor but must be filled if the total number of Youth Advisory Commission members drops below nine.
- C. The term of service shall be considered from September through June and there are no term limits.
- D. Appointed Youth Advisory Commission members may be re-appointed for a second term without an interview at the discretion of the Mayor. A Youth Advisory Commission member must participate in a recommitment interview with the Mayor after serving two consecutive terms.
- E. The chairperson, vice chairperson and all new members shall be sworn in at the first regular meeting of the term by the Youth Advisory Commission's City Commission liaison.

2.62.030 – Election of officers.

The Youth Advisory Commission, at the beginning of each term, shall elect a chairperson and vice chairperson, who shall hold the positions for one term of service. The chairperson and the vice chairperson shall be a junior or senior in high school.

2.62.040 – Chairperson

The chairperson is responsible for running the Youth Advisory Commission meetings, assigning tasks and working with the staff to set the upcoming agendas.

2.62.050 – Vice Chairperson.

The vice chairperson is responsible for taking meeting minutes and providing financial updates as applicable. The vice chairperson shall serve as chair during Youth Advisory Commission meetings in the event of the chairperson's absence.

2.62.060 – Quorum and Meetings.

- A. A majority of appointed members shall constitute a quorum.
- B. If a quorum is present, all matters shall be decided by a vote of the majority present.
- C. The Youth Advisory Commission shall meet at least once a month.
- D. All meetings shall be open to the public and public meeting laws shall apply.

2.62.070 – Youth Advisory Committee Commission Member Responsibilities.

- A. Review and prepare strategies addressing issues of interest to students in the greater Oregon City community, including topics such as drug and alcohol abuse, bullying, and driver safety or any other topic determined to be of importance by the Youth Advisory Commission.
- B. Members shall participate in an annual goal-setting retreat goal alignment session at the beginning of each term.
- C. Members shall be responsible for completing tasks and projects as assigned.
- D. Individual members of the Youth Advisory Commission shall attend at least three community service events per session term.
- ~~E. The youth advisory commission shall organize a minimum of one student town hall to hear from their peers and engage the larger Oregon City youth community.~~
- E. The Youth Advisory Commission shall organize a minimum of one community event or project to engage the larger Oregon City youth community per term.
- F. The Youth Advisory Commission shall prepare an annual report at the end of the term to present to the City Commission detailing the accomplishments, challenges, areas for improvement and goals for the future.

2.62.080 – Code of Conduct and Expectations

Members of the Youth Advisory Commission shall be held to the highest standards of citizenship, scholarship and participation. The Code of Conduct details shall be stipulated in the Youth Advisory Commission Bylaws.

- ~~A. Members may have no more than one unexcused absence or no more than two excused absences from youth advisory commission meetings. An absence shall be considered excused provided advanced notice of 24 hours is provided to the chairperson and staff liaison or is determined to be excused by the chairperson and staff liaison.~~

- B. Absences may be made up for by attending a City of Oregon City commission, advisory board or committee meeting within 30 days of the absence. Members shall remain in good standing at their school by maintaining passing grades and abiding by the school code of conduct.
- C. Violations of the code of conduct and expectations of this section shall be reviewed by the member, chairperson, vice chairperson, city commission member, staff liaison and the mayor with a goal of improving the performance and participation of the member.
- D. The mayor shall have the sole discretion to determine if a member shall be removed from the youth advisory commission.

2.62.091 – Expenditures

The Youth Advisory Commission shall have no authority to make any expenditure on behalf of the City or to obligate the City for payment of any sums of money unless the City Manager or City Commission, as appropriate, authorizes such expenditure.

Chapter 2.62 – Youth Advisory Commission

2.62.010 – Created.

There is created a Youth Advisory Commission for the City of Oregon City having the duties and responsibilities provided in this chapter.

2.62.015 – Purpose.

The Oregon City Youth Advisory Commission is created to provide local students a voice in their municipal government, build an understanding of governance and leadership and to provide opportunities to engage and serve the community. The Youth Advisory Commission shall be guided by the belief that local involvement at a young age is crucial to ensuring a well-informed and engaged citizenry in the future and to provide an opportunity for members to become equipped with the knowledge and leadership skills necessary to become active contributors in the community now and in the future.

2.62.020 – Membership.

The Youth Advisory Commission shall consist of at least nine youth members and one non-voting City Commissioner to be appointed by the Mayor:

- A. Members of the Youth Advisory Commission shall be high school students at the time of swearing in and shall reside within the city limits of Oregon City or attend a school within Oregon City limits.
 - No more than two seats may be occupied by students living outside of Oregon City limits.
- B. Any vacancy shall be filled by the Mayor, at their sole discretion, for the unexpired portion of the vacated term.
 - A vacancy can be filled by the discretion of the Mayor but must be filled if the total number of Youth Advisory Commission members drops below nine.
- C. The term of service shall be considered from September through June and there are no term limits.
- D. Appointed Youth Advisory Commission members may be re-appointed for a second term without an interview at the discretion of the Mayor. A Youth Advisory Commission member must participate in a recommitment interview with the Mayor after serving two consecutive terms.
- E. The chairperson, vice chairperson and all new members shall be sworn in at the first regular meeting of the term by the Youth Advisory Commission's City Commission liaison.

2.62.030 – Election of officers.

The Youth Advisory Commission, at the beginning of each term, shall elect a chairperson and vice chairperson, who shall hold the positions for one term of service. The chairperson and the vice chairperson shall be a junior or senior in high school.

2.62.040 – Chairperson

The chairperson is responsible for running the Youth Advisory Commission meetings, assigning tasks and working with the staff to set the upcoming agendas.

2.62.050 – Vice Chairperson.

The vice chairperson is responsible for taking meeting minutes and providing financial updates as applicable. The vice chairperson shall serve as chair during Youth Advisory Commission meetings in the event of the chairperson's absence.

2.62.060 – Quorum and Meetings.

- A. A majority of appointed members shall constitute a quorum.
- B. If a quorum is present, all matters shall be decided by a vote of the majority present.
- C. The Youth Advisory Commission shall meet at least once a month.
- D. All meetings shall be open to the public and public meeting laws shall apply.

2.62.070 – Youth Advisory Commission Member Responsibilities.

- A. Review and prepare strategies addressing issues of interest to students in the greater Oregon City community, including topics such as drug and alcohol abuse, bullying, driver safety or any other topic determined to be of importance by the Youth Advisory Commission.
- B. Members shall participate in an annual goal alignment session at the beginning of each term.
- C. Members shall be responsible for completing tasks and projects as assigned.
- D. Individual members of the Youth Advisory Commission shall attend at least three community service events per term.
- E. The Youth Advisory Commission shall organize a minimum of one community event or project to engage the larger Oregon City youth community per term.
- F. The Youth Advisory Commission shall prepare an annual report at the end of the term to present to the City Commission detailing the accomplishments, challenges, areas for improvement and goals for the future.

2.62.080 – Code of Conduct and Expectations

Members of the Youth Advisory Commission shall be held to the highest standards of citizenship, scholarship and participation. The Code of Conduct details shall be stipulated in the Youth Advisory Commission Bylaws.

2.62.091 – Expenditures

The Youth Advisory Commission shall have no authority to make any expenditure on

behalf of the City or to obligate the City for payment of any sums of money unless the City Manager or City Commission, as appropriate, authorizes such expenditure.