



CITY OF OREGON CITY CITY COMMISSION REGULAR MEETING AGENDA

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, May 7, 2025 at 7:00 PM

Ways to participate in this public meeting:

- Attend in person, location listed above. Please see the public comment guidelines below.
- Attend the livestream of the meeting on the City's YouTube Channel: <https://www.youtube.com/user/CityofOregonCity>
- 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

REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

- Oath of Office for New Oregon City K-9 Officer
- Oath of Office for New Oregon City Police Officer
- Preservation Month
- Frontline Worker Appreciation Month
- National Public Works Week Proclamation
- Police Week & Peace Officers Memorial Day

4. PUBLIC COMMENTS

Please see the public comment guidelines below.

5. PRESENTATIONS

- Community DEI Task Force Update

6. ADOPTION OF THE AGENDA

7. CONSENT AGENDA

- Public Improvement Contract with S-2 Contractors, Inc. for the 2025 Oregon City Roadway Reconstruction Project (PMUF) (CI 24-006)
- Amendment No. 1 to the Personal Services Agreement with Harper Houf Peterson Righellis, Inc. for the 2025 Roadway Reconstruction Project (PMUF) (CI 24-006)
- Resolution 25-08, Vacating a Portion of Public Utility Easement on 654 Warner Parrott Road
- Personal Services Agreement with Wallis Engineering for the Main Street 10th to 15th Streetscape Improvements Project (CI 25-002)
- Public Improvement Contract with Valley Slurry Seal International for the 2025 Preventative Pavement Maintenance Type II Slurry Seal (CI 25-001)
- Intergovernmental Agreement with Clackamas County for Supportive Services Community Court Grant

8. PUBLIC HEARINGS

9. GENERAL BUSINESS

- a. Sanitary Sewer Infrastructure Rehabilitation within City Charter Parks

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.

OATH OF OFFICE

Sworn Police Officer
Oregon City Police Department

*I, **Alfie**, do solemnly swear that I will support the Constitution of the United States and the State of Oregon, and I will, to the best of my ability, faithfully perform the duties of Police Officer for Oregon City, Oregon, during my incumbency thereof.*

GIVEN THIS 7TH DAY OF MAY 2025

Denyse C. McGriff, Mayor

SUBSCRIBED AND SWORN to before me this 7th day of May 2025.

Notary Public
State of Oregon
My commission expires: _____



OATH OF OFFICE

Sworn Police Officer
Oregon City Police Department

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

GIVEN THIS 7TH DAY OF MAY 2025

Denyse C. McGriff, Mayor

SUBSCRIBED AND SWORN to before me this 7th day of May 2025.

Notary Public
State of Oregon
My commission expires: _____

PROCLAMATION

NATIONAL HISTORIC PRESERVATION MONTH 2025

Whereas, historic preservation is an effective tool for promoting building reuse and sustainability, revitalizing neighborhoods, fostering local pride and enhancing livability; and

Whereas, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life, and all ethnic backgrounds; and

Whereas, it is important to celebrate the role of history and culture in our lives and the contributions made by dedicated individuals in helping to preserve the structures, sites, and other resources that have shaped us as a people; and

Whereas, historic place-savers pour their time, energy, resources (and sometimes a great deal of sweat and tears) into protecting places they care about; and

Whereas, this year's theme is "Harnessing the Power of Place," and the countless ways that preservation creates community across the country.

Now, Therefore, I, Mayor Denyse C. McGriff, do hereby proclaim:

May 2025

As

National Preservation Month

And, call upon the people of Oregon City to join their fellow citizens across the United States in recognizing and participating in this special observance.

Denyse C. McGriff, Mayor

PROCLAMATION

FRONTLINE WORKER APPRECIATION MONTH 2025

- Whereas,** frontline workers are the builders of our community, exercising curiosity, compassion, courage, and creativity to provide essential services that ensure the safety, health, and education of our residents; and
- Whereas,** over 9 million healthcare workers across the United States serve in hospitals, clinics, and long-term care facilities, often placing themselves at risk to provide lifesaving care; and
- Whereas,** firefighters respond to an estimated 36 million emergency calls each year, over 800,000 sworn law enforcement officers nationwide work tirelessly to uphold the law and ensure livability and public safety, and emergency medical services (EMS) personnel respond to more than 240 million calls annually; and
- Whereas,** teachers dedicate their careers to shaping the future of our communities, with over 3.7 million educators in the U.S. providing knowledge and guidance to our youth; and
- Whereas,** frontline workers embody the essence of Builders - flexible thinkers and constructive problem solvers who respect the dignity of all people - by dedicating themselves to overcoming challenges and uniting communities.

Now, Therefore, Be It Resolved that the City Commission of Oregon City does hereby proclaim:

May 2025

as

Frontline Worker Appreciation Month

And, as part of the observance, encourages all persons in Oregon City to join in celebrating the heroic contributions of our healthcare workers, firefighters, law enforcement officers, EMS, and teachers in Oregon City, Clackamas County, Oregon, and across America.

In Witness Whereof, I have hereunto set my hand this 7th day of May, 2025.

DENYSE C. McGRIFF, Mayor

PROCLAMATION

Whereas, public works professionals play a vital role in shaping the future of communities by ensuring the delivery of infrastructure systems, facilities and services essential to providing sustainable and resilient communities that support public health, enhance quality of life and promote the overall well-being of communities across the nation; and,

Whereas, these critical systems would not exist without the dedication of public works professionals, that include engineers, managers, support staff and employees across all levels of government and the private sector. These professionals are responsible for rebuilding and maintaining critical lifelines - water systems, waste management, transportation networks, and utilities, which are vital for daily life and disaster response; and,

Whereas, each year the American Public Works Association Sponsors **National Public Works Week** - a weeklong campaign designed to educate the public about the importance and impact of public works professionals who proactively plan for future needs, develop sustainable solutions, and contribute to economic growth and community development through their stewardship of public buildings and other essential community services, projects and services in their communities; and,

Whereas, it is in the public interest for the residents, community leaders and youth of Oregon City to recognize and understand the vital role public works play in supporting and improving everyday life; and,

Whereas, the year 2025 marks the 65th annual National Public Works Week, jointly sponsored by the American Public Works Association and the Canadian Public Works Association, with the theme, “People, Purpose, Presence” - A theme highlighting three cornerstone ideals that motivate public works professionals to serve their communities every day.

Now, Therefore, I, Denyse C. McGriff, Mayor of the City of Oregon City, do hereby Proclaim

The Week of May 18 – 24, 2025, as National Public Works Week

I encourage all residents and community members to join in recognizing and celebrating the invaluable contributions of our public works professionals. Let us honor their unwavering commitment as vital first responders; as protectors of our health and safety; as stewards of the infrastructure that connects our communities, and as contributors to our community’s quality of life – knowing that their work today lays the foundation for a brighter, stronger tomorrow for generations to come.

In Witness Whereof, I have hereunto set my hand this 7th day of May, 2025.

DENYSE C. MCGRIFF, Mayor

PROCLAMATION

POLICE WEEK & PEACE OFFICERS MEMORIAL DAY

- Whereas,** in 1962, President John F. Kennedy signed a proclamation which designated May 15 as Peace Officers Memorial Day and the week in which that date falls as Police Week; and
- Whereas,** there are approximately 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Oregon City Police Department; and
- Whereas,** since the first recorded death in 1791, more than 24,000 law enforcement officers in the United States have made the ultimate sacrifice and died or been killed in the line of duty, including two of our own officers, Officer George J. Hanlon, and Officer Robert Libke; and
- Whereas,** the members of the Oregon City Police Department play an essential role in safeguarding the rights and freedoms which have been guaranteed by the Constitution to every American citizen; and
- Whereas,** it is important that people throughout our country know and understand the problems, duties, and responsibilities of their police departments and that members of our law enforcement agencies recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and
- Whereas,** the Oregon City Police Department has grown to be a modern and scientific law enforcement agency which unceasingly provides a vital public service;

Now, Therefore, I, Denyse C. McGriff, Mayor of the City of Oregon City, along with the City Commission, hereby call upon the people of the Oregon City, to observe the week of May 11-17, 2025, as Police Week with appropriate ceremonies in which all of our people may join in commemorating police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I further call upon the people of Oregon City to observe Thursday, May 15, 2025, as Peace Officers Memorial Day in honor of those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty. These officers have been lost but will never be forgotten. This community will be forever grateful. We ask for a moment of silence as we remember Oregon City's valuable public servants and pray for healing and hope into the future.

In Witness Whereof, I have hereunto set my hand this 7th day of May 2025.

DENYSE C. McGRUFF, Mayor



Community DEI Task Force

May 7, 2025
City Commission, Oregon City

Community DEI Task Force (2024-2025)

- Ariel O.
- Mary A.
- Gavin B.
- Heidi B.
- Jackson C.
- Dakota H.
- Jerry H.

- Julie H.
- Richard G.
- Karla L.
- Brandi P.
- Julie N.
- Linda S.
- Darcy S.

Informal staff resources:

- Melissa Sebastian
- Greg Williams

Task Force Efforts

- Changed Task Force Make-up
- Met four times
- Reviewed topics and vocabulary
- Discussed name and mission
- Drafted Initial Cultural calendar
- Efforts need to continue

Oregon City DEI Action Plan



In 2022, Oregon City hired an independent consultant to conduct an internal assessment focused on diversity, equity, and inclusion (DEI) to determine strengths and weaknesses in aspects of our work that impact Oregon City staff. In 2023, we will continue our evolution by publicly committing to the importance of this effort and by launching the next phase of work based on the priorities listed below.

Our DEI Commitment:

In Oregon City, we strive to be a place where all persons, regardless of race, ethnicity, sexual orientation, gender identity, age, religion, or ability feel safe, respected, and valued. We will work to ensure that all staff feel a sense of belonging and all city services and programs are equally available and accessible to everyone. We are committed to sustained improvement by doing the work necessary to achieve this goal.



Strategic Priority #1

Foster and sustain a feeling of belonging and inclusion for all Oregon City staff members.

Initiatives:

- A Design and implement an ongoing DEI Training Plan to enhance the skills, knowledge, and awareness of all City employees.
- B Define the desired state of a culture of inclusion and belonging for City employees.
- C Create a multi-cultural calendar that recognizes events and observances throughout the year.
- D Examine the need, desire, and potential design of staff-driven employee resource groups.
- E Solicit regular feedback from City employees on progress, successes, and development opportunities.



Strategic Priority #2

Strengthen approach to talent recruitment, selection, development, and retention.

Initiatives:

- A Use innovative and consistent strategies to strengthen the employee recruitment process.
- B Improve selection process to ensure equitable opportunity.
- C Support employee and organization growth through career development opportunities and understanding the various needs of employees.
- D Assess accessibility of marketing tools and employment materials.



Strategic Priority #3

Demonstrate individual and organization-wide commitment to DEI through communication, training, and accountability at all levels.

Initiative:

- A Develop and communicate the City's commitment and desired goal.
- B Establish an internal DEI committee to support the design and implementation of the organization's work.
- C Establish clear objectives and priorities that promote inclusion.
- D Enhance DEI awareness through education and training for members of City boards and commissions.
- E Hold leadership, City boards, and City committees accountable to incorporating DEI into strategies, resource allocation, and decision making.



Strategic Priority #4

Weave a culture of diversity, equity, and inclusion into the fabric of all external-facing work of Oregon City.

Initiative:

- A Conduct a community DEI assessment that informs the development of an action plan.
- B Establish a DEI Community Task Force that provides perspective on the resident experience and action plan progress.
- C Engage the public on the personal, economic, and community benefits of the City's DEI program and opportunities for active contribution.
- D Create opportunities for community members across generations and demographic lines to interact with each other and City leadership.
- E Use a DEI progress report to demonstrate transparency of action plan, progress, and ongoing actions.



Overview of Recommendations

1. Permanent Status
2. Staff Liaison to Community DEI Advisory Group
3. Establish Multicultural and Heritage Calendar
4. Build Community Partnerships
5. Engage the Community through Events, Programs and Listening Sessions

Recommendation #1



Permanent Status

Rename the task force to “Community DEI Advisory Group.”

Establish its mission to center inclusivity, equity, and diversity, bridging all communities within Oregon City so everyone feels welcome and a deep sense of belonging.

Recommendation #2



Establish Staff Liaison for Collaboration

Central point of contact within OC City staff for advisory group to raise any questions or concerns related to its work.

- Answer direct questions from advisory group during meetings
- Collaborate with relevant OC City staff/functions to respond to questions raised during meetings
- Assist the advisory group with knowledge of OC City processes and practices
- Refer to OC City leadership or commissioners any questions or queries the advisory group may have regarding actions

Recommendation #3



Establish Multicultural & Heritage Calendar

- Promote cultural awareness, appreciation, and inclusivity by recognizing and celebrating diverse cultural traditions and events
- Educating individuals about different cultures and backgrounds
- Collaborate with community for continuous development
 - Establish connections with community members that are reflect various backgrounds
 - Include Businesses and Elements of Tourism Attractions
 - Highlight work of Museums and Historical Societies
 - Involve City Boards, Committees and Departments
 - Work with Educational Entities such as CCC and OCSD

Recommendation #4



Build Community Partnerships

Engage with community organizations to leverage the expertise and resources of local organizations to broaden impact

- Coalition of Communities of Color's Cultivating Belonging in Clackamas County (City was a participant)
- Nonprofits, schools, and businesses to co-host events and initiatives, such as *Hispanic Heritage month across the city*.
- Faith-based organizations and neighborhood groups to foster trust and collaboration, such as *storytelling opportunities in various locations*.
- Community Advisory Board with diverse stakeholders to guide projects.

Recommendation #5



Engage the Community through Events, Programs and Listening Sessions

Create open, safe spaces where residents can share their experiences and ideas

- Conduct Focus Groups, Surveys and Listening Sessions to Gather Information
- Support Spaces to Meet and Discuss
- Provide Educational Opportunities to Learn and Ask questions

Overview of Recommendations



Permanent Status



Staff Liaison to Community DEI Advisory Group



Establish Multicultural and Heritage Calendar



Build Community Partnerships



Engage the Community through Events, Programs
and Listening Sessions

Thank You!



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** May 7, 2025
From: Dayna Webb, Public Works Director

SUBJECT:

Item 7.a. - Public Improvement Contract with S-2 Contractors, Inc. for the 2025 Oregon City Roadway Reconstruction Project (PMUF) (CI 24-006)

STAFF RECOMMENDATION:

Award the bid and authorize the City Manager to execute the Public Improvement Contract with S-2 Contractors, Inc. in the amount of \$1,910,460 for construction of the 2025 Oregon City Roadway Reconstruction Project (PMUF) (CI 24-006).

EXECUTIVE SUMMARY:

The City's current 5-Year Pavement Maintenance Plan (2025 – 2029) was created to prioritize roadways with low Pavement Condition Index (PCI) ratings. In developing this plan, the City considered in-house pavement rehabilitation work (by city staff), budget conditions and comments received from public outreach. These elements guided a project list, which includes the 2025 Oregon City Roadway Reconstruction Project (PMUF).

BACKGROUND:

The City's current 5-Year Pavement Maintenance Plan (2025 – 2029) prioritizes which roadways to rehabilitate based on Pavement Condition Index (PCI) ratings. This Plan is funded by the Pavement Maintenance Utility Fund (PMUF) which has been in place since 2008.

The 2025 Oregon City Roadway Reconstruction Project (PMUF) is the first project of the current 5-year plan, and is programed to resurface the following roadways in the Summer 2025:

- Cherry Avenue: Park Drive to Charman Street
- Harrison Street: 7th Street to 9th Street
- Johnson Street: Williams Street to Holmes Lane
- Sebastian Way
- Stillmeadow Drive: Gaffney Lane to Pinecreek Lane
- Main Street: 99E to 6th St
- 6th Street: 99E to Railroad Ave
- South 2nd Street: 99E to High St
- Warner Milne Road: Molalla Avenue to Beaver Creek Road
- Warner Milne Road: Molalla Avenue to Fox Lane

On March 17 and March 19, 2025, the project was advertised in the *Daily Journal of Commerce* and the City bid site in accordance with City and State contracting procedures. The bid opening was held on April 10, 2025, and four (4) bids were received. Staff members and the consultant, Harper Houfe Peterson Righellis, Inc. (HHPR), reviewed the bids and determined that S-2 Contractors, Inc. is the low-responsive bidder. The contract award value is one million, nine hundred ten thousand, four hundred and sixty dollars (\$1,910,460).

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

S-2 Contractors, Inc.	\$1,910,460.00
KNL Industries, Inc.	\$1,959,372.00
Knife River Corp.	\$2,059,035.00
Emery & Sons Const. Group	\$2,111,884.50

Engineer's Estimate: \$2,109,277.00

The bidding was close, with the bidders being within 0.01-9.5% of the engineer's estimate, and the apparent low bidder was 9.5% lower than the engineer's estimate.

Construction will occur between July 1, 2025, and September 30, 2025, with work anticipated to be ready for final acceptance by October 21, 2025.

The total budget for the 2025 Oregon City Roadway Reconstruction Project (PMUF) (CI 24-006) is \$2,382,000. This Public Improvement Contract is in alignment with the project's budget, and adequate funds are available.

OPTIONS:

1. Approve Public Improvement Contract with S-2 Contractors, Inc. for the 2025 Oregon City Roadway Reconstruction Project (PMUF) (CI 24-006).
2. Approve Public Improvement Contract with S-2 Contractors, Inc. for the 2025 Oregon City Roadway Reconstruction Project (PMUF) (CI 24-006) with Amendments.
3. Deny Public Improvement Contract with S-2 Contractors, Inc. for the 2025 Oregon City Roadway Reconstruction Project (PMUF) (CI 24-006) and provide further direction.

BUDGET IMPACT:

Amount	\$1,910,460
Fiscal Year(s):	2025/2026
Funding Source(s):	Pavement Maintenance Fund, Water Fund, Sewer Fund, and Storm Fund

SECTION III A
CONTRACT AGREEMENT

This Agreement made and entered into this 7th day of May, 2025, between the CITY OF OREGON CITY (“CITY”), acting by and through the City Commission and **S-2 CONTRACTORS, INC.** (“CONTRACTOR”).

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

ARTICLE I - Scope of Work

The CONTRACTOR hereby agrees to furnish all of the materials, equipment and labor necessary, and to perform all of the work for the project entitled: **2025 OREGON CITY ROADWAY RECONSTRUCTION PROJECT PMUF (CI 24-006)** in accordance with the contract documents which are hereby made a part of this agreement.

The contract documents consist of:

Invitation to Bid Scope of Work Instructions to Bidders Bid Submittal Requirements and Forms	Statutory Conditions to Contract Agreement Payment Bond Performance Bond State of Oregon Statutory Public Works Bond Prevailing Wage Rates for Public Works Contracts in Oregon, dated January 5, 2025 Prevailing Wage Apprenticeship Rates dated January 5, 2025 Definitions of Covered Occupations for Public Works Contracts in Oregon dated October 5, 2024. 2021 Oregon Standard Specifications for Construction (ODOT and APWA) as referenced by these documents General Conditions Special Provisions Contract Drawings City of Oregon City Standard Details Addendum All items included within these Contract Documents.
Contract Agreement Oregon City Public Improvement Standard Conditions	

The order of items cited above does not constitute an order of precedence different than that established in the special or standard specifications. Equivalent titles, which may be substituted for the above listed items, are included as if specifically named.

ARTICLE II - Time of Completion

The project shall be substantially complete by **September 30, 2025** and ready for final acceptance by **October 21, 2025** as identified in 00180.50(b) of the Special Provisions.

ARTICLE III – Contract Amount

The Contract Amount for the work covered by this Agreement is estimated to be **one million, nine hundred ten thousand, four hundred sixty and zero cents (\$1, 910, 460).**

ARTICLE IV - Warranty and Quality of Work

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

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

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

CITY OF OREGON CITY

CONTRACTOR NAME

By: _____
Anthony J. Konkol III
City Manager

Printed Name

By: _____
Dayna Webb, P.E.
Public Works Director

By: _____
Authorized Signature

Approved as to Legal Sufficiency

Title

By: _____
City Attorney

Date

Address:

City Commission Award Date:

Federal Taxpayer ID Number

April 11, 2025

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



RE: 2025 Oregon City Roadway Reconstruction Project PMUF
Oregon City Project Number CI 24-006
Recommendation to Award

Dear Mr. Wheeler:

A total of four bids were received, ranging in price from \$1,910,460.00 to \$2,111,884.50. Based on the submitted bid documents, the apparent low bidder appears to be both responsible and responsive. I have reviewed the bid submitted by the apparent low bidder for the subject project.

Lowest Bid - The lowest responsive and responsible bid was submitted by S-2 Contractors Inc. of Aurora, Oregon, in the amount of one million nine hundred ten thousand four hundred sixty dollars (\$1,910,460.00). The Engineer's Estimate for the project totaled \$2,047,277.00. The apparent low bid is 6.7% lower than the estimated costs.

Required Bid Forms – I have confirmed that S-2 Contractors Inc. has submitted the required bid forms.

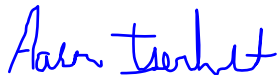
Bid Bond - I have reviewed S-2 Contractors Inc's bid bond. The bond is provided by Western Surety Company. I have verified the authenticity of the bond via email correspondence with the surety company.

Licensing Status - I have reviewed S-2 Contractors Inc's current State of Oregon Construction Contractors Board licensing status and found it to be active and in order. S-2 Contractors does not appear on the State of Oregon Bureau of Labor and Industries debarment list.

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

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

HARPER HOUF PETERSON RIGHELLIS INC.



Aaron Isenhardt, PE
Associate Principal | Project Manager

Enc. S-2 Contractors Inc. Bid Package
Bid Bond Verification Email
Bid Analysis Spreadsheet

Bid Analysis	Apparent Low	Other Bidders
--------------	--------------	---------------

Item	Spec. #	Description	Units	Quantity	Engineers Estimate		Average*		S-2 Contractors Inc.		KNL Industries		Knife River		Emery & Sons	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
1	00197	EXTRA WORK AS AUTHORIZED	FA	ALL	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00
2	00210	MOBILIZATION	LS	ALL	\$ 140,000.00	\$ 140,000.00	\$ 135,425.00	\$ 135,425.00	\$ 120,000.00	\$ 120,000.00	\$ 90,000.00	\$ 90,000.00	\$ 121,700.00	\$ 121,700.00	\$ 210,000.00	\$ 210,000.00
3	00221	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	LS	ALL	\$ 100,000.00	\$ 100,000.00	\$ 97,750.00	\$ 97,750.00	\$ 85,000.00	\$ 85,000.00	\$ 100,000.00	\$ 100,000.00	\$ 117,000.00	\$ 117,000.00	\$ 89,000.00	\$ 89,000.00
4	00225	BAR REMOVAL	SQFT	88	\$ 15.00	\$ 1,320.00	\$ 25.05	\$ 2,204.40	\$ 20.00	\$ 1,760.00	\$ 25.00	\$ 2,200.00	\$ 28.20	\$ 2,481.60	\$ 27.00	\$ 2,376.00
5	00280	EROSION CONTROL	LS	ALL	\$ 12,000.00	\$ 12,000.00	\$ 7,547.50	\$ 7,547.50	\$ 2,500.00	\$ 2,500.00	\$ 15,000.00	\$ 15,000.00	\$ 3,790.00	\$ 3,790.00	\$ 8,900.00	\$ 8,900.00
6	00290	POLLUTION CONTROL PLAN	LS	ALL	\$ 500.00	\$ 500.00	\$ 934.75	\$ 934.75	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 939.00	\$ 939.00	\$ 1,300.00	\$ 1,300.00
7	00305	CONSTRUCTION SURVEY WORK	LS	ALL	\$ 18,000.00	\$ 18,000.00	\$ 35,175.00	\$ 35,175.00	\$ 35,000.00	\$ 35,000.00	\$ 30,000.00	\$ 30,000.00	\$ 49,700.00	\$ 49,700.00	\$ 26,000.00	\$ 26,000.00
8	00310	REMOVAL OF CURBS	FOOT	680	\$ 9.00	\$ 6,120.00	\$ 10.15	\$ 6,902.00	\$ 5.00	\$ 3,400.00	\$ 5.00	\$ 3,400.00	\$ 9.60	\$ 6,528.00	\$ 21.00	\$ 14,280.00
9	00310	REMOVAL OF WALKS AND DRIVEWAYS	SQYD	440	\$ 18.00	\$ 7,920.00	\$ 24.88	\$ 10,945.00	\$ 10.00	\$ 4,400.00	\$ 13.00	\$ 5,720.00	\$ 33.00	\$ 14,520.00	\$ 43.50	\$ 19,140.00
10	00310	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	ALL	\$ 10,000.00	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 18,000.00	\$ 18,000.00	\$ 10,000.00	\$ 10,000.00
11	00320	CLEARING AND GRUBBING	LS	ALL	\$ 10,000.00	\$ 10,000.00	\$ 6,142.50	\$ 6,142.50	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 9,020.00	\$ 9,020.00	\$ 550.00	\$ 550.00
12	00330	GENERAL EXCAVATION	CUYD	620	\$ 60.00	\$ 37,200.00	\$ 73.15	\$ 45,353.00	\$ 60.00	\$ 37,200.00	\$ 50.00	\$ 31,000.00	\$ 84.60	\$ 52,452.00	\$ 98.00	\$ 60,760.00
13	00331	12 INCH SUBGRADE STABILIZATION	SQYD	410	\$ 38.00	\$ 15,580.00	\$ 59.58	\$ 24,425.75	\$ 60.00	\$ 24,600.00	\$ 45.00	\$ 18,450.00	\$ 51.30	\$ 21,033.00	\$ 82.00	\$ 33,620.00
14	00350	SUBGRADE GEOTEXTILE	SQYD	1770	\$ 1.50	\$ 2,655.00	\$ 1.43	\$ 2,522.25	\$ 2.00	\$ 3,540.00	\$ 1.00	\$ 1,770.00	\$ 1.70	\$ 3,009.00	\$ 1.00	\$ 1,770.00
15	00405	ROCK EXCAVATION	CUYD	50	\$ 150.00	\$ 7,500.00	\$ 252.00	\$ 12,600.00	\$ 100.00	\$ 5,000.00	\$ 300.00	\$ 15,000.00	\$ 338.00	\$ 16,900.00	\$ 270.00	\$ 13,500.00
16	00470	CONCRETE INLETS, TYPE G-1	EACH	3	\$ 4,000.00	\$ 12,000.00	\$ 4,590.00	\$ 13,770.00	\$ 6,000.00	\$ 18,000.00	\$ 4,000.00	\$ 12,000.00	\$ 4,460.00	\$ 13,380.00	\$ 3,900.00	\$ 11,700.00
17	00490	MINOR ADJUSTMENT OF MANHOLES, STORM	EACH	16	\$ 1,200.00	\$ 19,200.00	\$ 2,205.00	\$ 35,280.00	\$ 700.00	\$ 11,200.00	\$ 1,000.00	\$ 16,000.00	\$ 2,820.00	\$ 45,120.00	\$ 4,300.00	\$ 68,800.00
18	00490	MINOR ADJUSTMENT OF MANHOLES, SANITARY	EACH	18	\$ 1,200.00	\$ 21,600.00	\$ 2,205.00	\$ 39,690.00	\$ 700.00	\$ 12,600.00	\$ 1,000.00	\$ 18,000.00	\$ 2,820.00	\$ 50,760.00	\$ 4,300.00	\$ 77,400.00
19	00490	MINOR ADJUSTMENT OF MANHOLES, COMMUNICATIONS	EACH	6	\$ 1,200.00	\$ 7,200.00	\$ 2,280.00	\$ 13,680.00	\$ 1,000.00	\$ 6,000.00	\$ 1,000.00	\$ 6,000.00	\$ 2,820.00	\$ 16,920.00	\$ 4,300.00	\$ 25,800.00
20	00490	ADJUSTING BOXES	EACH	11	\$ 130.00	\$ 1,430.00	\$ 209.25	\$ 2,301.75	\$ 100.00	\$ 1,100.00	\$ 200.00	\$ 2,200.00	\$ 237.00	\$ 2,607.00	\$ 300.00	\$ 3,300.00
21	00490	CONNECTION TO EXISTING STRUCTURES	EACH	3	\$ 1,500.00	\$ 4,500.00	\$ 1,465.00	\$ 4,395.00	\$ 1,500.00	\$ 4,500.00	\$ 2,150.00	\$ 6,450.00	\$ 310.00	\$ 930.00	\$ 1,900.00	\$ 5,700.00
22	00490	REPLACE MANHOLE FRAME AND LID, STORM	EACH	2	\$ 750.00	\$ 1,500.00	\$ 1,932.50	\$ 3,865.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 3,780.00	\$ 7,560.00	\$ 950.00	\$ 1,900.00
23	00490	REPLACE MANHOLE FRAME AND LID, SANITARY	EACH	6	\$ 750.00	\$ 4,500.00	\$ 1,932.50	\$ 11,595.00	\$ 1,000.00	\$ 6,000.00	\$ 2,000.00	\$ 12,000.00	\$ 3,780.00	\$ 22,680.00	\$ 950.00	\$ 5,700.00
24	00490	REPLACE MANHOLE FRAME AND LID, COMMUNICATIONS	EACH	1	\$ 750.00	\$ 750.00	\$ 2,162.50	\$ 2,162.50	\$ 1,600.00	\$ 1,600.00	\$ 2,000.00	\$ 2,000.00	\$ 3,950.00	\$ 3,950.00	\$ 1,100.00	\$ 1,100.00
25	00620	COLD PLANE PAVEMENT REMOVAL, 0 - 3 INCHES DEEP	SQYD	23590	\$ 4.50	\$ 106,155.00	\$ 5.54	\$ 130,629.63	\$ 4.50	\$ 106,155.00	\$ 4.00	\$ 94,360.00	\$ 7.45	\$ 175,745.50	\$ 6.20	\$ 146,258.00
26	00620	COLD PLANE PAVEMENT REMOVAL, GREATER THAN 3 INCHES DEEP	SQYD	3730	\$ 6.50	\$ 24,245.00	\$ 7.84	\$ 29,233.88	\$ 4.50	\$ 16,785.00	\$ 5.00	\$ 18,650.00	\$ 17.00	\$ 63,410.00	\$ 4.85	\$ 18,090.50
27	00641	3/4 INCH - 0 AGGREGATE BASE	CUYD	440	\$ 85.00	\$ 37,400.00	\$ 89.90	\$ 39,556.00	\$ 80.00	\$ 35,200.00	\$ 50.00	\$ 22,000.00	\$ 84.60	\$ 37,224.00	\$ 145.00	\$ 63,800.00
28	00641	AGGREGATE SHOULDERS	CUYD	50	\$ 200.00	\$ 10,000.00	\$ 155.25	\$ 7,762.50	\$ 200.00	\$ 10,000.00	\$ 100.00	\$ 5,000.00	\$ 141.00	\$ 7,050.00	\$ 180.00	\$ 9,000.00
29	00744	LEVEL 2, 1/2 INCH ACP MIXTURE	TON	3060	\$ 120.00	\$ 367,200.00	\$ 119.75	\$ 366,435.00	\$ 120.00	\$ 367,200.00	\$ 125.00	\$ 382,500.00	\$ 121.00	\$ 370,260.00	\$ 113.00	\$ 345,780.00
30	00744	LEVEL 3, 3/8 INCH ACP MIXTURE	TON	2880	\$ 180.00	\$ 518,400.00	\$ 126.50	\$ 364,320.00	\$ 130.00	\$ 374,400.00	\$ 140.00	\$ 403,200.00	\$ 118.00	\$ 339,840.00	\$ 118.00	\$ 339,840.00
31	00748	4 INCH ASPHALT CONCRETE PAVEMENT REPAIR	SQYD	100	\$ 30.00	\$ 3,000.00	\$ 50.64	\$ 5,063.75	\$ 60.00	\$ 6,000.00	\$ 50.00	\$ 5,000.00	\$ 6.55	\$ 655.00	\$ 86.00	\$ 8,600.00
32	00749	EXTRA FOR ASPHALT SLOPE PAVING	SQFT	328	\$ 5.00	\$ 1,640.00	\$ 7.63	\$ 2,501.00	\$ 2.00	\$ 656.00	\$ 3.00	\$ 984.00	\$ 12.00	\$ 3,936.00	\$ 13.50	\$ 4,428.00
33	00759	CONCRETE CURBS, CURB AND GUTTER	FOOT	260	\$ 85.00	\$ 22,100.00	\$ 65.88	\$ 17,127.50	\$ 70.00	\$ 18,200.00	\$ 75.00	\$ 19,500.00	\$ 50.50	\$ 13,130.00	\$ 68.00	\$ 17,680.00
34	00759	CONCRETE CURBS, STANDARD CURB	FOOT	860	\$ 68.00	\$ 58,480.00	\$ 60.88	\$ 52,352.50	\$ 70.00	\$ 60,200.00	\$ 75.00	\$ 64,500.00	\$ 40.00	\$ 34,400.00	\$ 58.50	\$ 50,310.00
35	00759	CONCRETE WALKS	SQFT	3960	\$ 22.00	\$ 87,120.00	\$ 23.95	\$ 94,842.00	\$ 30.00	\$ 118,800.00	\$ 30.00	\$ 118,800.00	\$ 19.30	\$ 76,428.00	\$ 16.50	\$ 65,340.00
36	00759	EXTRA FOR NEW CURB RAMPS	EACH	25	\$ 2,200.00	\$ 55,000.00	\$ 1,528.75	\$ 38,218.75	\$ 1,800.00	\$ 45,000.00	\$ 2,000.00	\$ 50,000.00	\$ 1,040.00	\$ 26,000.00	\$ 1,275.00	\$ 31,875.00
37	00759	TRUNCATED DOMES ON NEW SURFACES	SQFT	304	\$ 50.00	\$ 15,200.00	\$ 52.43	\$ 15,937.20	\$ 70.00	\$ 21,280.00	\$ 50.00	\$ 15,200.00	\$ 37.20	\$ 11,308.80	\$ 52.50	\$ 15,960.00
38	00855	BI-DIRECTIONAL YELLOW TYPE I MARKERS	EACH	28	\$ 21.00	\$ 588.00	\$ 13.38	\$ 374.50	\$ 16.00	\$ 448.00	\$ 12.00	\$ 336.00	\$ 13.50	\$ 378.00	\$ 12.00	\$ 336.00
39	00855	BI-DIRECTIONAL BLUE TYPE IAR MARKERS	EACH	16	\$ 21.00	\$ 336.00	\$ 13.38	\$ 214.00	\$ 16.00	\$ 256.00	\$ 12.00	\$ 192.00	\$ 13.50	\$ 216.00	\$ 12.00	\$ 192.00
40	00855	MONO-DIRECTIONAL WHITE TYPE I MARKERS	EACH	15	\$ 22.00	\$ 330.00	\$ 13.38	\$ 200.63	\$ 16.00	\$ 240.00	\$ 12.00	\$ 180.00	\$ 13.50	\$ 202.50	\$ 12.00	\$ 180.00

Bid Analysis	Apparent Low	Other Bidders
--------------	--------------	---------------

Item	Spec. #	Description	Units	Quantity	Engineers Estimate		Average*		S-2 Contractors Inc.		KNL Industries		Knife River		Emery & Sons	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
41	00865	THERMOPLASTIC, EXTRUDED, SURFACE, NON-PROFIED	FOOT	10840	\$ 2.00	\$ 21,680.00	\$ 2.91	\$ 31,571.50	\$ 3.20	\$ 34,688.00	\$ 3.00	\$ 32,520.00	\$ 2.80	\$ 30,352.00	\$ 2.65	\$ 28,726.00
42	00867	PAVEMENT LEGEND, TYPE B: ARROWS	EACH	13	\$ 340.00	\$ 4,420.00	\$ 551.00	\$ 7,163.00	\$ 600.00	\$ 7,800.00	\$ 500.00	\$ 6,500.00	\$ 564.00	\$ 7,332.00	\$ 540.00	\$ 7,020.00
43	00867	PAVEMENT LEGEND, TYPE B-HS: BICYCLE LANE STENCIL	EACH	7	\$ 340.00	\$ 2,380.00	\$ 551.00	\$ 3,857.00	\$ 600.00	\$ 4,200.00	\$ 500.00	\$ 3,500.00	\$ 564.00	\$ 3,948.00	\$ 540.00	\$ 3,780.00
44	00867	PAVEMENT BAR, TYPE B-HS	SQFT	1098	\$ 22.00	\$ 24,156.00	\$ 21.68	\$ 23,799.15	\$ 24.00	\$ 26,352.00	\$ 20.00	\$ 21,960.00	\$ 21.70	\$ 23,826.60	\$ 21.00	\$ 23,058.00
45	00867	PAVEMENT LEGEND, TYPE B: ON-STREET PARKING	EACH	23	\$ 25.00	\$ 575.00	\$ 235.25	\$ 5,410.75	\$ 300.00	\$ 6,900.00	\$ 200.00	\$ 4,600.00	\$ 226.00	\$ 5,198.00	\$ 215.00	\$ 4,945.00
46	00867	PAVEMENT LEGEND, TYPE B: DISABLED PARKING	EACH	1	\$ 340.00	\$ 340.00	\$ 940.50	\$ 940.50	\$ 1,200.00	\$ 1,200.00	\$ 800.00	\$ 800.00	\$ 902.00	\$ 902.00	\$ 860.00	\$ 860.00
47	00902	CROSSWALK CLOSURE SUPPORTS	EACH	1	\$ 1,200.00	\$ 1,200.00	\$ 2,322.50	\$ 2,322.50	\$ 4,000.00	\$ 4,000.00	\$ 1,800.00	\$ 1,800.00	\$ 2,140.00	\$ 2,140.00	\$ 1,350.00	\$ 1,350.00
48	00905	REMOVE AND REINSTALL EXISTING SIGNS AND SUPPORTS	LS	ALL	\$ 5,000.00	\$ 5,000.00	\$ 6,575.00	\$ 6,575.00	\$ 4,000.00	\$ 4,000.00	\$ 20,000.00	\$ 20,000.00	\$ 700.00	\$ 700.00	\$ 1,600.00	\$ 1,600.00
49	00970	POLE FOUNDATIONS	LS	ALL	\$ 13,657.00	\$ 13,657.00	\$ 9,801.25	\$ 9,801.25	\$ 11,000.00	\$ 11,000.00	\$ 16,000.00	\$ 16,000.00	\$ 6,205.00	\$ 6,205.00	\$ 6,000.00	\$ 6,000.00
50	00970	SWITCHING, CONDUIT, AND WIRING	LS	ALL	\$ 64,500.00	\$ 64,500.00	\$ 32,825.00	\$ 32,825.00	\$ 35,000.00	\$ 35,000.00	\$ 40,000.00	\$ 40,000.00	\$ 28,800.00	\$ 28,800.00	\$ 27,500.00	\$ 27,500.00
51	00990	TRAFFIC SIGNAL MODIFICATION, PACIFIC HWY. EAST AT S. 2ND ST.	LS	ALL	\$ 50,000.00	\$ 50,000.00	\$ 71,727.50	\$ 71,727.50	\$ 75,500.00	\$ 75,500.00	\$ 72,500.00	\$ 72,500.00	\$ 71,060.00	\$ 71,060.00	\$ 67,850.00	\$ 67,850.00
52	01020	ROADSIDE RESTORATION	LS	ALL	\$ 5,000.00	\$ 5,000.00	\$ 9,368.75	\$ 9,368.75	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00	\$ 13,260.00	\$ 13,260.00	\$ 4,215.00	\$ 4,215.00
53	01065	NEW MONUMENT BOX	EACH	5	\$ 800.00	\$ 4,000.00	\$ 930.00	\$ 4,650.00	\$ 800.00	\$ 4,000.00	\$ 1,000.00	\$ 5,000.00	\$ 1,300.00	\$ 6,500.00	\$ 620.00	\$ 3,100.00
54	01070	SINGLE MAILBOX SUPPORTS	EACH	1	\$ 800.00	\$ 800.00	\$ 1,176.25	\$ 1,176.25	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 675.00	\$ 675.00	\$ 530.00	\$ 530.00
55	01070	MULTIPLE MAILBOX SUPPORTS	EACH	1	\$ 900.00	\$ 900.00	\$ 1,962.50	\$ 1,962.50	\$ 3,500.00	\$ 3,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,150.00	\$ 1,150.00	\$ 1,200.00	\$ 1,200.00
56	01150	REMOVE AND REPLACE WATER VALVE BOXES	EACH	11	\$ 500.00	\$ 5,500.00	\$ 623.00	\$ 6,853.00	\$ 500.00	\$ 5,500.00	\$ 600.00	\$ 6,600.00	\$ 462.00	\$ 5,082.00	\$ 930.00	\$ 10,230.00
57	01150	REMOVE AND RESET WATER VALVE BOXES	EACH	38	\$ 450.00	\$ 17,100.00	\$ 569.25	\$ 21,631.50	\$ 300.00	\$ 11,400.00	\$ 750.00	\$ 28,500.00	\$ 367.00	\$ 13,946.00	\$ 860.00	\$ 32,680.00
58	01150	WATER VALVE BOX LINER	EACH	1	\$ 400.00	\$ 400.00	\$ 474.50	\$ 474.50	\$ 200.00	\$ 200.00	\$ 500.00	\$ 500.00	\$ 423.00	\$ 423.00	\$ 775.00	\$ 775.00
59	01170	REPLACE WATER METER BOX	EACH	2	\$ 1,000.00	\$ 2,000.00	\$ 805.00	\$ 1,610.00	\$ 500.00	\$ 1,000.00	\$ 1,500.00	\$ 3,000.00	\$ 620.00	\$ 1,240.00	\$ 600.00	\$ 1,200.00
TOTAL (ITEMS 1 TO 59)						\$ 2,047,277.00		\$ 2,010,154.88	-6.7%	\$ 1,910,460.00	-4.3%	\$ 1,959,372.00	0.6%	\$ 2,058,903.00	3.2%	\$ 2,111,884.50

Note:
Knife River: The Extended cost of Bid Items 9 and 23 do not match the product of the respective bid item unit cost and the published quantities.



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** May 7, 2025
From: Dayna Webb, Public Works Director

SUBJECT:

Item 7.b. - Amendment No. 1 to the Personal Services Agreement with Harper Houf Peterson Righellis, Inc. for the 2025 Roadway Reconstruction Project (PMUF) (CI 24-006)

STAFF RECOMMENDATION:

Authorize the City Manager to execute Amendment No. 1 to the Personal Services Agreement with Harper Houf Peterson Righellis, Inc. for the 2025 Roadway Reconstruction Project (PMUF) (CI 24-006) in the amount of \$51,995.

EXECUTIVE SUMMARY:

Amendment No. 1 will modify the scope of work on the existing 2025 Roadway Reconstruction Project (PMUF) (CI 24-006), to include Holmes Lane from Linn Avenue to Laurel Lane. To reduce disruption for neighbors amid ongoing construction, Public Works proposes advancing the Holmes Lane resurfacing from 2026 to 2025 as part of the current 2025 Roadway Reconstruction Project.

BACKGROUND:

On August 22, 2024, the City entered into a Personal Services Agreement with Harper Houf Peterson Righellis, Inc. (HHPRI) for \$344,619.90 for design and construction services of the 2025 Roadway Reconstruction Project (PMUF) (CI 24-006).

Design work for the 2025 Roadway Reconstruction Project began in September 2024. While Holmes Lane was originally slated for resurfacing in summer 2026, Public Works is now proposing to advance this work to summer 2025. The updated schedule applies to the segment of Holmes Lane between Linn Avenue and Laurel Lane. This change is being proposed in response to significant ongoing construction activity in the area, by both private development and public improvement projects. By advancing the resurfacing to 2025, the City aims to minimize disruption to the neighborhood and streamline project delivery. The Holmes Lane resurfacing between Linn Avenue and Laurel Lane will be incorporated into the broader 2025 Roadway Reconstruction Project, ensuring efficient coordination and completion. The remaining section of Holmes Lane still under construction as part of the Molalla Avenue 30" Water Transmission Main will be completed in the future.

Amendment No. 1, for a total of \$51,995, includes the following:

- Design services for the addition of Holmes Lane from approximately Linn Avenue to Laurel Lane.

- Coordination of a contract change order in June, contingent upon the award of the construction contract. The construction contract award is scheduled for consideration at the May 7, 2025 City Commission meeting.

The original contract price was awarded at \$344,619.90. The net increase of Amendment 1 is \$51,995, resulting in a contract price, with amendments, equal to \$396,614.90. This amendment is in alignment with the project's budget and adequate funds are available. A future construction contract change order to cover the construction costs will be presented to the City Commission.

OPTIONS:

1. Approve Amendment No. 1 to the Personal Services Agreement with Harper Houf Peterson Righellis, Inc. for the 2025 Roadway Reconstruction Project (PMUF) (CI 24-006).
2. Approve Amendment No. 1 to the Personal Services Agreement with Harper Houf Peterson Righellis, Inc. for the 2025 Roadway Reconstruction Project (PMUF) (CI 24-006) with Amendments.
3. Deny Amendment No. 1 to the Personal Services Agreement with Harper Houf Peterson Righellis, Inc. for the 2025 Roadway Reconstruction Project (PMUF) (CI 24-006) and provide further direction.

BUDGET IMPACT:

Amount	\$51,995
Fiscal Year(s):	2025/2026
Funding Source(s):	Pavement Maintenance Fund

CITY OF OREGON CITY

Amendment No. 1 to Personal Services Agreement

2025 Roadway Reconstruction Project (PMUF) (CI 24-006)

This is an Amendment to the Personal Services Agreement by and between the City of Oregon City (hereinafter called "City"), and Harper Houf Peterson Righellis, Inc. (hereinafter called "Consultant,") which was previously entered into on **August 22, 2024** ("Contract") for **2025 Roadway Reconstruction Project (PMUF) (CI 24-006)** and Whereas, the parties wish to amend the Contract as set forth below:

WITNESSETH:

1. The **Scope of Services** is hereby amended as follows:
 - Design services for the addition of Holmes Lane from approximately Linn Avenue to Laurel Lane.
 - Coordination of a contract change order in June, contingent upon the award of the construction contract.
2. The **Term of Agreement** is hereby amended as follows:
No Changes are proposed.
3. The **Compensation Provisions** is hereby amended as follows:
The Contract Amount is increased by fifty-one thousand, nine hundred-ninety-five thousand dollars (\$51,995). Total compensation, including reimbursement for expenses incurred, shall not exceed three hundred ninety-six thousand, six hundred- fourteen dollars and nineteen cents (\$396,614.90).

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

CITY OF OREGON CITY

HARPER HOUF PETERSON RIGHELLIS, INC.

By: _____

By: _____

Name: Dayna Webb, P.E.

Name: _____

Title: Public Works Director

Title: _____

DATED
: _____, 20

DATED
: _____, 20

By: _____

Name: Anthony J. Konkol, III

ORIGINAL CITY COMMISSION APPROVAL IF
APPLICABLE:

DATED: _____

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
City Attorney

Job No.: ORE-14

Date: April 8, 2025 | Updated April 21, 2025

To: Josh Wheeler, PE
Assistant City Engineer
Oregon City, Oregon

From: Aaron Isenhardt, PE



Project/Subject: 2025 Oregon City Roadway Reconstruction Project PMUF
CI 24-006
Additional Engineering Services Contract Amendment

The City has elected to add the segment of Holmes Lane from Linn Avenue to Laurel Lane to the 2025 Paving Program.

HHPR will provide the following services in support of this addition:

Survey – HHPR will perform topographic survey to support the ADA sidewalk ramp designs at the following locations:

- **Linn @ Holmes:** New ADA ramps at the southwest, northeast, and southeast corners.
- **Belle Ct. @ Holmes:** New ADA ramps at the northeast and southeast corners
- **Haley Ct. @ Holmes:** New ADA ramps at the southwest and southeast corners.
- **Rilance Ln. @ Holmes:** New ADA ramps at the southwest and southeast corners.
- **Laurel Ln. @ Holmes:** New ADA ramps at the southwest and southeast corners.

Design – HHPR will perform the following design services:

- Up to 2 plan view sheets supporting the pavement rehabilitation work. Plan sheets will be based on GIS data, similar to the rest of the project.
- ADA sidewalk ramp design at the locations called out in the survey section. The design and detail grading sheets will be based on topographic survey.
- Update the project bid schedule to reflect the additional quantities.
- Update the special provisions if new bid items are identified in the design.
- Issue post-bid plan revisions to the contractor and facilitate a Construction Change Order.

Construction Support – No additional hours are requested at this time since the construction duration will not change. If the contractor is allowed additional contract time, HHPR will request a similar accommodation to extend the inspection services.

Schedule – Survey in April, Design in May, contract change order coordination in June.

Fee – HHPR proposes an amendment value of \$51,995, compensated at time and materials. See attached spreadsheet for details.

	HHPR Inc														
Classification	Project Manager	Quality Control Engineer	Project Engineer	Civil Engineer	Civil Designer	Inspector	Project Surveyor	Survey Technician	Survey Crew Chief	Survey Crew Instrument Person	Clerical	Hours by Subtask	HHPR Labor	Expenses (No Markup)	HHPR Subtotal
Rate	\$ 245	\$ 245	\$ 230	\$ 190	\$ 160	\$ 140	\$ 210	\$ 165	\$ 160	\$ 105	\$ 120				
Task 9 Additional Services - Holmes: Linn to Prospect															
Survey and Mapping - 9 Returns (ProRate)							20	32	32	32		116	\$ 17,960.00		\$ 17,960.00
New Plan View Construction Sheets (2 Sheets)	2		4		16							22	\$ 3,970.00		\$ 3,970.00
Site Walk to Verify Utility Adjustment Needs				8	8							16	\$ 2,800.00		\$ 2,800.00
ADA Ramp Design - 9 Returns (ProRate)				32	99							131	\$ 21,825.00		\$ 21,825.00
Bid Item / Quantity Updates				8								8	\$ 1,520.00		\$ 1,520.00
QC	16											16	\$ 3,920.00		\$ 3,920.00
Task 8 Construction Management Services															
8.1 Construction Management Services												0	\$ -		\$ -

Subtotals308.5\$ 51,995.00\$ - \$ 51,995.00

Total Hours by Staff Type	18	0	4	48	123	0	20	32	32	32	0	309
---------------------------	----	---	---	----	-----	---	----	----	----	----	---	-----

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

2025 OREGON CITY ROADWAY RECONSTRUCTION PROJECT PMUF (CI 24-006)

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **HARPER HOUF PETERSON RIGHELLIS, INC. (HHPR)** ("Consultant").

RECITALS

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

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

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from the date the contract is fully executed until **December 31, 2025**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. Compensation. City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed three hundred forty four thousand six hundred nineteen dollars and ninety cents **(\$344,619.90)**.

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

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

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

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

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

To the City:

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

To Consultant:

Harper Houf Peterson Righellis, Inc. (HHPR)
205 SE Spokane Street, Ste. 200
Portland, OR 97202
Attention: Aaron Isenhardt, PE

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this 21st day of August 2024.

CITY OF OREGON CITY

**HARPER HOUF PETERSON RIGHELLIS, INC.
(HHPR)**

By: *John Lewis*
John Lewis (Aug 22, 2024 11:15 PDT)

John M. Lewis, P.E.

Title: Public Works Director

DATED: Aug 22, 2024

By: *AIs*
Aaron Isenhardt (Aug 22, 2024 11:07 PDT)

Name: Aaron Isenhardt

Title: Associate Principal

DATED: Aug 22, 2024

By: *Anthony J Konkol III*
Anthony J Konkol III (Aug 22, 2024 12:08 PDT)

Anthony J. Konkol III

Title: City Manager

DATED: Aug 22, 2024

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

APPROVED AS TO LEGAL SUFFICIENCY:

DATE: August 21, 2024

By: *Carrie Richter*
Carrie Richter (Aug 22, 2024 11:04 PDT)

City Attorney

PROJECT DESCRIPTION

The purpose of this Project is to rehabilitate pavement on selected roads with the City of Oregon City. The work is financed from the City's Pavement Maintenance Utility Fee (PMUF) program. This annual program includes full depth reconstruction, mill and inlay, or an overlay of the existing pavement on a rotating selection of City roadways.

PROPOSED IMPROVEMENTS

The maps below provides a visual summary of the 2025 PMUF Program:



Figure 1

PROJECT TEAM

HHPR has assembled a team of in-house professional engineers and surveyors, landscape architects, and environmental specialists to complete the design and permitting. The following team task leads are planned for this project:

Role

Project Manager
Project Surveyor
Pavement Design
Traffic Engineer

Name

Aaron Isenhardt, PE
Joe Hurliman, PLS
Lindsa Hammond, PE, GRI
Dana Beckwith, PE, PTOE

PROJECT SCHEDULE

The City plans to begin construction in June 2025 and finish construction in September 2025. See Exhibit B for baseline project development schedule. Schedule revisions are subject to collaboration with and approval by the City of Oregon City.

CITY RESPONSIBILITIES

The City will perform the following tasks:

- Provide a Project Manager/Engineer responsible for the overall project management and coordination between the Consultant and the City, and with any of the City's other service providers.
- Provide legal review of all contract documents.
- Make available City policies, regulations, guidelines, and records such as as-built information and geographically referenced GIS maps, design standards, as available.
- Assemble and transfer all required information and data, both hard copy and electronic, at no charge to the Consultant.
- Coordinate communication among City staff and provide a unified guidance/direction to the Consultant.
- Coordinate staff review. Staff review time for the 60%, and 100% deliverables will be a maximum of four weeks each.
- Ensure that City staff members provide timely responses to questions and be available for any meetings requested by the Consultant. Meetings between City staff and the Consultant take place via Microsoft Teams during the design phase of the project. Meetings during the construction phase of the project will generally occur on-site.
- Review construction plans, specifications, and cost estimates.
- Review and process Consultant's monthly payment requests and change orders based on consultant recommendation.
- Negotiate any contract amendments, as needed.
- Perform other tasks as negotiated.
- Make available City's standard construction specifications and "front end" bidding documents.
- Advertise the bid documents and conduct the bid opening.
- Coordination with property owners, neighborhood associations, TriMet, emergency services, trash, mail, and school services.
- Provide final walkthrough inspection with consultant at completion of construction.

CONSULTANT TASKS and DELIVERABLES

Task 1 – Project Management

Consultant shall oversee internal and subconsultant team as necessary to complete the Project. Consultant shall manage and coordinate all components of the Project and take a proactive role in keeping all tasks on budget and ensure timely completion of the Project. The project manager shall provide excellent communication with the City.

Consultant shall ensure full coordination with City staff and be responsive to any email and telecommunication discussions, in addition to the minimum meetings as listed under various tasks in the scope of work. Consultant shall be in contact with the City frequently enough to ensure a timely City review of deliverables. Consultant is expected to collaborate with all stakeholders in a responsible manner. Consultant shall perform all, but not limited to, the following project management sub-tasks:

1.1 Project Meetings

Consultant shall organize and facilitate project meetings, including a project kickoff meeting, milestone review meetings, and weekly project management meetings.

The Consultant Project Manager will attend and participate in a one (1) hour project kickoff meeting with City staff. The intent of the kickoff meeting is to achieve the following:

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

Consultant Project Manager Aaron Isenhardt will facilitate up to four (4) 1-hour project design meetings with the City Project Manager during the design phase of the project. Consultant Project Manager will facilitate up to four (4) project phone calls with the City Project Manager during the design phase, assumed to be 30 minutes in length. The intent of the project design meetings and phone calls is to:

- Demonstrate on-going progress on project deliverables.
- Check-in on project decision points.
- Obtain City direction on design decision items.

1.2 Monthly Invoices and Project Administration

Consultant will provide exceptional performance in project leadership, schedule management, tracking project budget and expenditures, quality control and assurance, maintaining accurate recordkeeping, and follow-up on all action items. Consultant shall deliver the entire project within the prescribed budget and on schedule, as described in this scope of work. Any modifications of the scope shall be identified in initial stages such that action plans can be developed to avoid or minimize impacts to the budget and/or schedule.

Consultant shall attend meetings and prepare all project-related agendas and meeting minutes. The City may record any meetings.

Consultant shall submit a Monthly Invoice that includes the following:

- Monthly invoice, which clearly identifies the work accomplished.
- Summary of the work accomplished to date including a statement on the overall project budget. The detailed cost summary shall be detailed by task and sub-task, including % of task complete, \$ value this month and to date, and the % and \$ value of the total project completed.
- A description of any unanticipated events and how issues are being resolved. This shall include any adjustments to the schedule for the project as well as project costs.

Task 1 Assumptions:

- Design phase of the project will be September 2024 to February 2025.
- Construction phase of the project, including bidding, will be March 2025 to September 2025.
- Additional meetings beyond those detailed in this scope of work may require an amendment to the contract.

Task 1 Deliverables:

- Final Scope and Schedule
- Monthly Status reports and invoices
- Meeting agendas and minutes

Task 2 – Survey and Mapping

2.1 Survey and Mapping

Consultant shall produce a 2D Basemap based upon the following data to be provided by the City:

- As-Built Drawings
- Existing Monuments that may be destroyed by the project.
- Topographic survey, including field tied utility locates, where needed to support the design of ADA sidewalk ramps at intersections.
- Back of walk to back of walk topographic survey to support the reconstruction of Harrison St.
- Topographic survey on the north side of Warner Milne to support design of sidewalk infill.
- GIS data including:
 - Lot lines

- Curb and sidewalk lines
- City water, sanitary, and storm facilities
- Any other available GIS data that the City wished to display on the plans.
- Orthorectified aerial photos with maximum 6" pixel resolution

Task 2.1 Assumptions:

- The City will provide GIS and aerial photo files.
- Topographic field surveys will be required at up to twenty-five (25) curb returns to support the design of ADA-compliant sidewalk ramps.
- Right-of-Way resolution is not included in the scope of work.

Task 2.1 Deliverables:

- Project Base Map
- Utility contact list

2.2 Post-Construction Record of Survey

Oregon Law requires that any monument that is disturbed be reset by a Professional Land Surveyor. Pre-Construction surveys are not necessarily required.

Consultant shall locate and tie only those monuments deemed to be at risk by the project and set reference points to these monuments. Consultant shall reset any monuments destroyed by construction activities based on reference points set during preliminary survey. Consultant will file a Post-Construction survey with Clackamas County according to ORS209.155 and County Standards. The Post-Construction survey will include only the points inside the construction limits and destroyed by the construction.

Task 2.2 Assumptions:

- Up to eight (8) monuments may need to be tied so that they can be reset in the Post-Construction Record of Survey. Additional monuments needed to be tied and reset may require an amendment to the contract.
- The survey filing fee will be paid directly to the County by the City; it is not included in this contract.

Task 2.2 Deliverables:

- Field staking and replacement of survey monuments destroyed by the project.
- Post construction record of survey for up to eight (8) monuments.

Task 3 – Design Studies and Reports

The consultant shall deliver the following design studies and reports:

3.1 Geotechnical Investigation and Pavement Design

HHPR subconsultant GRI will conduct a field investigation and pavement design analysis to develop recommendations for the streets listed in Table 1:

Table 1

Project Street	From	To	Approximate Length, Feet	Cores
Oaktree Court	Lafayette Avenue	Cul-de-sac	140	1
Pinewood Court	South End Road	Cul-de-sac	320	1
Sebastian Way	Molalla Avenue	Cul-de-sac	820	2
Stillmeadow Drive	Gaffney Lane	S Pinecreek Lane	665	1
Main Street	Hwy 99E	6th Street	290	2
6th Street	Hwy 99E	Railroad Avenue	510	2
Johnson Street	Williams Street	Holmes Lane	1,555	2
Warner Milne Road	Molalla Avenue	Beavercreek Road	1,900	2
Warner Milne Road	Molalla Avenue	Fox Lane	430	2
Boynton Street	Warner Parrot Road	Highland Drive	1,575	4
Cherry Avenue	Park Drive	Charman Street	1,000	3
Harrison Street	7th Street	9th Street	635	2
S 2nd Street	Hwy 99E	S High Street	440	1
Total			10,280	25

The engineering analysis will be based on pavement thickness data from Ground Penetrating Radar (GPR) testing, core explorations, Dynamic Cone Penetration (DCP) testing, and traffic loadings for each street within the project limits provided by the City. We will develop two rehabilitation alternatives for each road, including one based on a 20-year traffic loading and a second based on a reduced life/traffic loading to meet a reasonable design alternative such as 2-inch mill and inlay. We will include the results of our field investigation and engineering analysis in a brief report.

The scope of services for the pavement evaluations includes:

- Develop and submit a pavement testing and sampling plan City review. Traffic control plans will be included in the pavement testing and sampling plan.
- Complete GPR testing on each road section listed in Table 1 along the outside wheel track of the main travel lanes using a 2-GHz, truck-mounted horn antenna on each street.
- Analyze truck-mounted GPR data and provide a plot of estimated asphalt concrete thickness by pavement station. GPR data to be proofed by subsurface exploration data.
- Mark pavement boring locations and request utility locates for each pavement boring location through the Oregon Utility Notification Center.
- Explore subsurface conditions in the proposed sections by completing pavement borings to depths of up to 3 feet below ground surface (BGS). It is assumed that up to 25 pavement borings will be completed within the 2025 PMUF streets identified in Table 1. In general, core explorations will be completed to approximately 3 feet BGS; however, in areas of utility conflict, cores will be through the pavement surfacing only.
- Conduct DCP testing at each core location. Evaluate DCP results and soil classification results to estimate the resilient modulus of the subgrade soil.
- Maintain a detailed log of the explorations. Obtain samples of the pavement, base, and subgrade materials encountered.
- Complete laboratory tests on select samples of soil obtained from the subsurface explorations. We anticipate the following laboratory tests:
 - Visual reclassification of all subgrade soil samples.
 - Up to one moisture content test per shallow boring location.
 - Up to one Atterberg limits test or washed sieve analysis test per project street.
- Analyze traffic data, which will be provided by the City to calculate two design equivalent single-axle loading (ESAL) options; one for a 20-year period and a second reduced-life scenario.
- Develop two pavement design recommendations for each road. Recommendations will include asphalt overlay, asphalt grind and inlay, and asphalt remove and replace.
- Conduct a site visit for each street (with City staff and HHPR if available) to complete site reconnaissance for the purpose of developing pavement rehabilitation designs. It is assumed this field visit will occur after the draft pavement investigations and pavement rehabilitation recommendations are available for reference.

Task 3.1 Assumptions:

- Permit fees will be handled by City staff outside of this contract.
- Our fee estimate is based on conducting the GPR testing and subsurface explorations on

each of the streets during Monday through Friday between the hours of 9:00 a.m. and 4:00 p.m., except for subsurface explorations on Main Street and 6th Street, for which we anticipate night work between the hours of 8:00 p.m. and 4:00 a.m.

- Dry pavement surface conditions will be necessary to conduct the GPR testing.
- Petroleum products or other potentially hazardous materials will not be encountered during our subsurface explorations. If petroleum products or other potentially hazardous materials are encountered during our subsurface exploration, we will immediately stop the subsurface explorations, place the subcontractor and our field staff on standby, and contact you for further guidance. The standby time has not been included in our cost estimate and will be billed on a time-and-expenses basis in accordance with our negotiated Fee Schedule.
- We will patch the exploration holes below the bound surface using the excavated materials and compact the materials using a vibratory hammer. We will patch the exploration hole through the bound layer using a polymer-modified asphalt-patching material approved by the Oregon Department of Transportation. The material will be compacted using a vibratory hammer.
- We assume that the City will provide us with traffic volume counts classified by truck axle category and estimates of traffic growth rate during the design period for each project street segment.

Task 3.1 Deliverables:

- Provide a draft report summarizing the results of our field investigation findings and design recommendations.
- Deliver a final report with professional stamps will be provided that incorporates review comments from the City.

Task 4 – Design Services

Consultant shall provide deliverables, including 60%, 100%, and Bid Plans to provide a complete project. Design submittal packages shall include an engineer's cost estimate, updated schedule, and applicable specifications.

Consultant shall design the improvements that are shown in Figure 1 of the Proposed Improvements section of this scope of work. Table 2 on the next page summarizes the scope for ADA ramps, signal modifications, sidewalk infill, and removal of sidewalk obstructions included in the scope of work.

Table 2

Street	New ADA Ramps (# of Returns)	Signal Mod?	Signal Operator	Hydrant Relocatio n?	Mailbox Relocatio n?	Other?
Oaktree Court	No	No	N/A	No	No	No
Pinewood Court	No	No	N/A	No	No	No
Sebastian Way	4	No	N/A	No	No	No
Stillmeadow Drive: Gaffney to Pinecreek	4	No	N/A	1 Possible	Yes	Overgrown landscaping
Main Street: *99E to 6th Street	0	No	ODOT	No	No	No
6th Street: 99E To Railroad	1	No	N/A	No	No	2 Utility Poles
Johnson Street: Williams to Holmes	2	No	N/A	No	No	No
Warner Milne Road: Beavercreek Road to Molalla	0	No	Clackamas County	No	Yes	Sidewalk infill analysis
Warner Milne Road: Molalla to Fox Lane	0	No	Clackamas County	No	No	No
Boynton Street: Warner Parrott to Highland	6	No	N/A	1 Possible	No	No
Cherry Avenue: Park to Charman	0	No	N/A	No	No	No
Harrison Street: **7th Street to 9th Street	4	No	N/A	Possible	1 possible	2 Utility Poles
South 2nd Street: *99E to High Street	4	Yes	ODOT	1	No	Bus stop

*Stop paving short of ODOT ROW.

**Harrison Street will be designed to reconstruct the roadway from curb to curb.

The total number of returns that will have new or retrofitted ADA ramps is 25. Of the 25 returns, 2 are in ODOT jurisdiction and will require ODOT approval.

4.1 60% Design Package

Consultant shall prepare and deliver the 60% Design Package for review by City Staff. This package will also be used to facilitate coordination with Clackamas County, ODOT, and

franchise utilities. The package will include plans, special provisions, and engineer's construction cost estimate. Consultant shall prepare an updated project delivery schedule based on collaboration with the City Project Manager.

Consultant shall design ADA sidewalk ramps at the locations identified in Table 2.

Based on the field investigations, Consultant shall develop traffic signal modification plans for each of the signalized intersections identified under the previous task. The 60% design will include signal hardware layout without all wiring requirements identified. Signal modification plans shall meet Oregon City and ODOT Design Standards.

Consultant will conduct a field investigation with ODOT Maintenance staff to identify any issues that may not be visually apparent at the OR99E signalized intersections with Main St and South 2nd St. This information will be used to develop the design package for the signal modifications.

Consultant shall research and confirm the locations of underground utilities, overhead utilities, and street trees that may potentially conflict with the traffic signal modifications. Consultant shall design the necessary elements to complete the traffic signal modification designs.

4.2 100% Design Package

Consultant shall meet with City staff to review the City's comments on the 60% Design Package. Consultant shall prepare and deliver the 100% Design Package for review by City Staff. The package will include plans, special provisions, and engineer's construction cost estimate. The intent of the 100% Design Package is to provide a bid ready set of plans, special provisions, and construction estimate that resolves all of the comments received in response to the 60% Design Package.

At the 100% design level, wiring and conduit modifications will be included on the signal sheets. The design will also include updated to existing cabinet prints if available from the Agency. If prints are not available, one will be developed that follows the format used by the city.

Consultant shall prepare an updated project delivery schedule based on collaboration with the City Project Manager.

4.3 Bid Plans Design Package

Consultant shall meet with City staff to review the City's comments on the 100% Design Package. Consultant shall prepare and deliver stamped Bid Plans, final construction estimate, and final special provisions package. The special provisions will include stamped professional of record certifications. Consultant shall prepare an updated project delivery schedule based on collaboration with the City Project Manager.

Task 4 Assumptions:

- All items may be submitted electronically using the City's upload system or other approved method.
- The scope of work does not include preparation of design exceptions for ODOT or Clackamas County. A contract amendment will be required in the event that design exceptions are warranted.
- The scope of work does not include relocation of storm water facilities.
- A total of 52 sheets will be required for the construction plans:

Table 3

Sheet Description	Size	Qty	Scale
Title Sheet	22x34	1	NTS
Sheet Index, Legend	22x34	1	NTS
Sheet Layout	22x34	1	NTS
General Notes	22x34	1	NTS
Oaktree Court	22x34	1	1"=40'
Pinewood Court	22x34	1	1"=40'
Sebastian Way	22x34	1	1"=40'
Stillmeadow Drive: Gaffney to Pinecreek	22x34	1	1"=40'
Main Street: 99E to 6th Street	22x34	1	1"=40'
6th Street: 99E To Railroad	22x34	1	1"=40'
Johnson Street: Williams to Holmes	22x34	1 (Stacked)	1"=40'
Warner Milne Road: Beaver Creek Road to Molalla	22x34	1 (Stacked)	1"=40'
Warner Milne Road: Molalla to Fox Lane	22x34	1	1"=40'
Boynton Street: Warner Parrott to Highland	22x34	1 (Stacked)	1"=40'
Cherry Avenue: Park to Charman	22x34	1	1"=40'
Harrison Street: 7th Street to 9th Street	22x34	1	1"=40'
South 2nd Street: 99E to High Street	22x34	1	1"=40'
ADA Sidewalk Ramp Elevation Details	22x34	25	1"=5'
Project Specific Details	22x34	1	Varies
Standard Details	22x34	4	Varies
Traffic Control Plan - Harrison St. Closure	22x34	1	1"=50'
Traffic Signal Legend Sheet	22x34	1	1"=50'
Traffic Signal Modification Plan	22x34	1	1"=50'

Detection Plan	22x34	1	1"=50'
Traffic Signal Details	22x34	1	1"=50'

The plan set will include up to 52 sheets.

Task 4 Deliverables:

- 60% Review Package: Plans, special provisions, construction estimate, project delivery schedule.
- 100% Review Plan Set: Plans, special provisions, construction estimate, project delivery schedule, documentation of resolution to City review comments.
- One set cabinet prints.
- Bid Plan Set: Stamped Plans, special provisions with POR certifications, construction estimate, project delivery schedule, documentation of resolution to City review comments.

Task 5 – Utility Coordination

Consultant shall lead all work related to franchise utility coordination and relocation work required to ensure that all franchise utilities identified in the corridor are aware of the project and are prepared with relocation plans. The contractor shall take the lead on all utility relocation coordination once the project is awarded, if required. Consultant shall be responsible to oversee that the contractor is coordinating the necessary franchise utility work.

5.1 Notification | Conflict Letters

Consultant shall prepare and deliver utility notification and conflict letters to all franchise utilities that are listed on the survey one-call utility list. Notification letters will be sent to utilities that have infrastructure within the project limits but for which no conflicts are anticipated. Utility conflict letters will be sent to utilities found to conflict with the project design and will direct the utility to relocate their facility.

Task 5 Deliverables:

- Consultant shall provide utility notification to all utility providers within the project limits. First notification shall occur prior to December 1, 2024.

Task 6 – Permits And Agency Coordination

6.1 Permits and Agency Coordination

Consultant shall lead all work related to submitting for, review, and obtaining permits or approvals from ODOT and Clackamas County Division of Transportation.

Note: 99E (McLoughlin Blvd) under ODOT jurisdiction. Clackamas County maintains all traffic signal equipment on roads under City jurisdiction.

Task 6 Deliverables:

- Submittal of permit applications required by ODOT and / or Clackamas County.

Task 7 – Bidding Services

Consultant shall prepare complete contract documents for bidding, including front section of the bid document and special technical specifications. Consultant shall respond to bidder inquiries, prepare technical addenda, review bids received (including pricing), and provide a Recommendation to Award Letter.

Task 7 Deliverables:

- Addenda (as needed)
- Response to bidder questions
- Recommendation of Award

Task 8 – Construction Administration Services

Consultant shall provide all construction administration services necessary to support the Project. This work shall include, but is not limited to, attending and running the preconstruction meeting, reviewing shop drawings and material submittals, performing all necessary inspections and providing daily inspection reports, attending progress meetings, reviewing and making recommendation on contractor monthly progress payments, responding to all Requests for Information (RFI), conducting final walk through and punch list, and providing final as-built record drawings and a post-construction survey.

Task 8 Assumptions:

- Up to 260 hours will be required for inspection support:
 - Based on previous projects, inspection will be required for the months of June 2025 August 2025.
 - Full-time inspection is required during paving activities.
 - During non-paving activities, 2 to 4 inspection hours per day are required.
- An amendment may be required to support inspection for efforts outside of the above assumptions.

Task 8 Deliverables:

- Approved material submittals and traffic control plans.
- Review and recommendation of contractor monthly pay estimate.
- Inspection Daily Reports

- Meeting minutes for up to 14 field meetings or weekly meetings (when needed).
- Electronic version of as-built drawing.
- ADA Curb inspection form for newly constructed ramps.

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 (4/2017)

Page 2 of 5

EXHIBIT B

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.



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** May 7, 2025
From: Dayna Webb, Public Works Director

SUBJECT:

Item 7.c. - Resolution 25-08, Vacating a Portion of Public Utility Easement on 654 Warner Parrott Road

STAFF RECOMMENDATION:

Approve Resolution No. 25-08, vacating a portion of public utility easement on 654 Warner Parrott Road.

EXECUTIVE SUMMARY:

Public Works received an application to vacate a portion of an existing public utility easement located at 654 Warner Parrott Road. This portion of the easement was established to provide access, use, and maintenance for franchise utility providers serving the area. However, it no longer serves any providers and will not be used for that purpose in the future. All providers have submitted written statements permitting vacation of the specified portion of the public utility easement.

Public Works supports this vacation, as the easement is no longer serving its intended purpose and is no longer needed. Therefore, staff recommends approval of this resolution as being in the best interest of the public.

BACKGROUND:

In April 2025, Public Works received an application to vacate a portion of a public utility easement at 654 Warner Parrott Road, located in the South End Neighborhood (Parcel 1, of Partition Plat No. 1993-26, Clackamas County Plat Records). The proposed vacation will terminate private utility access from Warner Parrott Road to 650 and 652 Warner Parrott Road. Signed approvals from the property owners at 650 and 652 Warner Parrott Road were included with the application.

Per Oregon City Municipal Code, Section 16.12.085, public utility easements are required as part of the subdivision platting process. Easements allow utility providers to route utilities through neighborhoods, and to homes on private property. Historically, utility easements were required along all property lines; however, current practices limit public utility easements to property lines along the frontage of a roadway.

The portion of the public utility easement in question begins at the northeast corner of the property boundary of 654 Warner Parrott Road and extends southward. It terminates at the south property boundary, approximately 85-feet south of the northwest corner of the parcel.

A vacation shall be granted when all the following conditions are met:

1. There is no present or future public need for the street, alley, or easement.
2. The vacation is in the best public interest.
3. There would be no impacts to adjacent properties.
4. Consent of adjacent property owners when appropriate.

The application requests vacating this portion of a public easement based off the following justifications:

1. The easement is not currently used by any franchise utility providers, including electric, natural gas, and telecommunications services.
2. The location of this easement is not in compliance with current standards, which require public utility easements to be located along property road frontages adjacent to public rights-of-way.
3. Vacating this portion of the easement will have no impact on adjacent properties.

Public Works has reviewed this application and confirmed that the justification meets current city practices and policies. The easement no longer serves any present or future purpose.

A legal description and map ("Quitclaim Deed with Map and Legal") outlining the section of easement to be vacated will be officially recorded with the Clackamas County Recording Office once this resolution is approved, finalizing the release, or "quitclaim," of the easement.

City policy allows for vacations of easements via resolution by the City Commission; therefore, approval of this resolution and recording of the quitclaim will result in the vacation of the easement section.

OPTIONS:

1. Approve Resolution 25-08, Vacating a Portion of Public Utility Easement on 654 Warner Parrott Road.
2. Approve Resolution 25-08, Vacating a Portion of Public Utility Easement on 654 Warner Parrott Road with Amendments.
3. Deny Resolution 25-08, Vacating a Portion of Public Utility Easement on 654 Warner Parrott Road and provide further direction.

BUDGET IMPACT:

Amount N/A

Fiscal Year(s):

Funding Source(s):

RESOLUTION NO. 25-08

**A RESOLUTION VACATING A PORTION OF A PUBLIC UTILITY EASEMENT ON 654 WARNER
PARROTT ROAD**

WHEREAS, the property owner of 654 Warner Parrott Road, has applied for a vacation of a portion of a public utility easement (hereinafter called "EASEMENT") located on the property; and

WHEREAS, the EASEMENT is legally described in **Exhibit A** and depicted in **Exhibit B** of Quitclaim Deed attached hereto and incorporated herein by this Resolution; and

WHEREAS, the EASEMENT was originally established for use by franchise utility providers and is no longer used or needed, as confirmed by written statements of non-use and approval of this vacation from all franchise utility providers serving the area; and

WHEREAS, Oregon City Public Works staff have determined that the proposed vacation serves the public interest, as the EASEMENT has no current or anticipated future use.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. This Resolution shall take effect immediately upon its adoption by the City Commission and its recordation with the Clackamas County Recording office, thereby vacating the portion of public utility easement as legally described in the Quitclaim Deed (Exhibits A and B).

Approved and adopted at a regular meeting of the City Commission held on the 7th day of May, 2025.

DENYSE C. MCGRUFF
Mayor

Attested to this 7th day of May, 2025:

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

AFTER RECORDING RETURN TO:

City of Oregon City, City Recorder
P.O. Box 3040
Oregon City, Oregon 97045-0304

Planning No.: _____

QUITCLAIM DEED

THE PURPOSE OF THIS CONVEYANCE IS TO RELEASE AND RELINQUISH ALL OF THE RIGHT, TITLE, AND INTEREST OF THE CITY OF OREGON CITY, A MUNICIPAL CORPORATION OF THE STATE OF OREGON (CITY), ALL, OR A PORTION OF, THE EASEMENT RECORDED IN THE PUBLIC RECORDS OF CLACKAMAS COUNTY, OREGON AS DOCUMENT NO. _____.

THE CITY OF OREGON CITY, DOES REMISE, RELEASE AND FOREVER QUITCLAIM UNTO _____,

GRANTEE (AS WELL AS ITS SUCCESSORS AND ASSIGNS), ALL THE RIGHTS, TITLE, INTEREST, CLAIM OR DEMAND THAT THE CITY MAY HAVE TO THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF CLACKAMAS IN THE STATE OF OREGON, DESCRIBED ON THE ATTACHED **EXHIBIT A**, AND SHOWN ON THE ATTACHED **EXHIBIT B**.

THE TRUE CONSIDERATION FOR THIS CONVEYANCE IS \$0

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

CITY OF OREGON CITY

Dayna Webb, Public Works Director

STATE OF OREGON)
)
County of Clackamas)

This record was acknowledged before me on (date) _____, 20____
by Dayna Webb as the Public Works Director of the City of Oregon City.

Stamp notary seal:

WITNESS my hand and official seal.

Signature of Notary Public

My commission expires:_____

Anthony J. Konkol III, City Manager

STATE OF OREGON)
)
County of Clackamas)

This record was acknowledged before me on (date) _____, 20____
by **Anthony J. Konkol** as the **City Manager** of the City of Oregon City.

Stamp notary seal:

WITNESS my hand and official seal.

Signature of Notary Public

My commission expires:_____

CENTERLINE CONCEPTS
LAND SURVEYING, INC.

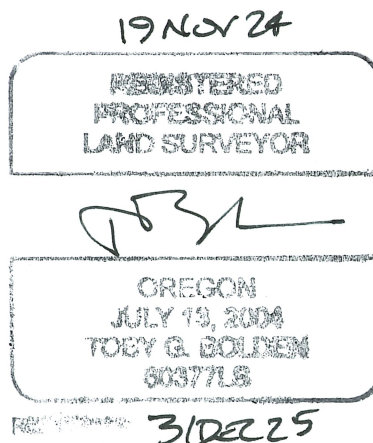
19376 Molalla Avenue, Ste. 120, Oregon City, OR 97045
P. 503-650-0188 F. 503-650-0189

Exhibit "A"
Easement Vacation
Legal Description

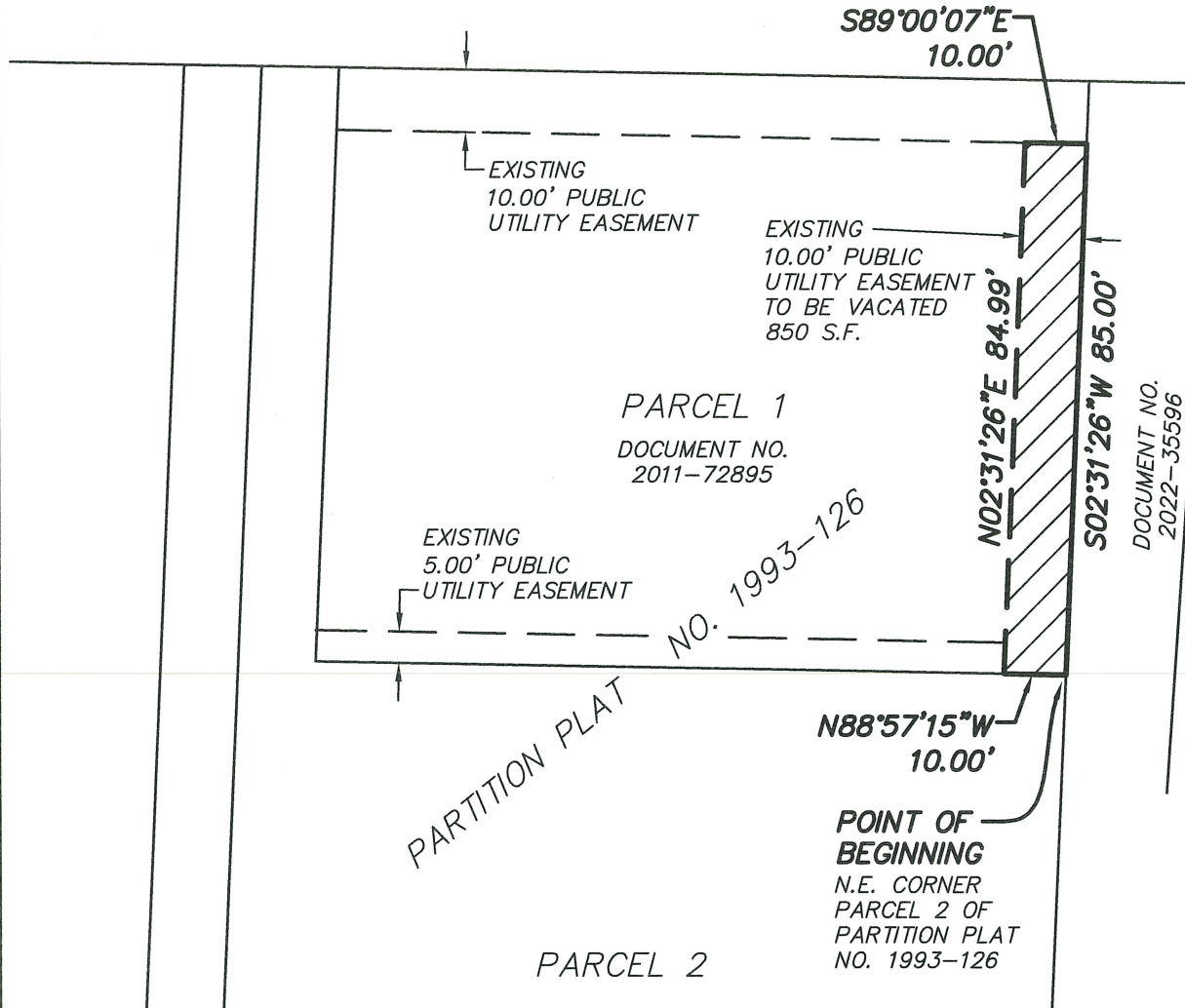
A Tract of land being a portion of that property described in Deed Document Number 2011-72895, Clackamas County Deed Records, property described in said Deed as Parcel 1, per Partition Plat Number 1993-126, Clackamas County Plat Records, located in the Southeast 1/4 of Section 6, Township 3 South, Range 2 East of the Willamette Meridian, City of Oregon City, County of Clackamas, State of Oregon, being more particularly described as follows:

BEGINNING at the Northeast corner of Parcel 2 of Partition Plat no. 1993-126, Clackamas County Plat Records; thence along the north line of said Parcel 2, North 88°57'15" West, 10.00 feet; thence along a line being westerly of, parallel with, and 10.00 feet distant from the West line of that tract of land as described in deed Document No. 2022-35596, Clackamas County Deed Records, North 02°31'26" East, 84.99 feet to the south line of an existing 10.00 foot wide Public Utility Easement; thence along said south line, South 89°00'07" East, 10.00 feet to said West line of Document No. 2022-35596; thence along said West line, South 02°31'26" West, 85.00 feet to the ***POINT OF BEGINNING***.

Containing 850 square feet, more or less.



WARNER PARROT ROAD



SIGNED ON: 19 Nov 24

REGISTERED
PROFESSIONAL
LAND SURVEYOR

TGB

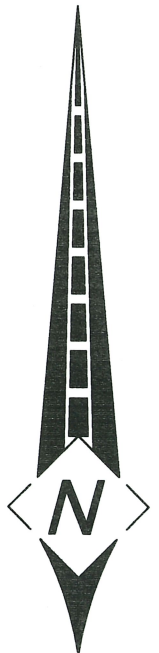
OREGON
JULY 13, 2004
TOBY G. BOLDEN
60377LS

RENEWALS: DECEMBER 31, 2025

GRAPHIC SCALE



(IN FEET)
1 INCH = 30 FT.



S.E. 1/4 SECTION 6, T.3S., R.2E., W.M.

CLIENT: SHEAFFER
ORIG. DATE: 11/18/2024
DRAWN BY: MPW
SHEET No. 1 OF 1

EXHIBIT "B"
EASEMENT VACATION
CITY OF OREGON CITY, CLACKAMAS COUNTY, OR
Scale: 1"=30'

CENTERLINE CONCEPTS
LAND SURVEYING, INC.
19376 MOLALLA AVE., SUITE 120
OREGON CITY, OREGON 97045
PHONE 503.650.0188 FAX 503.650.0189



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** May 7, 2025
From: Dayna Webb, Public Works Director

SUBJECT:

Item 7.d. - Personal Services Agreement with Wallis Engineering for the Main Street 10th to 15th Streetscape Improvements Project (CI 25-002)

STAFF RECOMMENDATION:

Award the Contract and Authorize the City Manager to Execute the Personal Services Agreement with Wallis Engineering in the amount of \$1,135,839.20 for Design Services, Preparation of Bid Documents, and Construction Services for the Main Street 10th to 15th Streetscape Improvements Project (CI 25-002).

EXECUTIVE SUMMARY:

The City has been awarded funds to design and construct streetscape improvements on Main Street from 10th Street to 15th Street. Through a Request for Proposal process, a selection committee determined that Wallis Engineering was the most qualified proposer. Staff is seeking approval of a contract with Wallis Engineering.

BACKGROUND:

In 2011, the City constructed Phase I of the Main Street Streetscape Improvements (CI 09-009) on Main Street between 5th Street (99E or McLoughlin Avenue) to 10th Street.

The City has been awarded \$4,000,000 in Lottery Bond funds to complete Phase II of the project on Main Street between 10th Street and 15th Street. A 10% match of \$400,000 is required, making the total project cost \$4,400,000.

The goal of the project is to enhance the pedestrian experience by providing a new pedestrian corridor. Streetscape improvements shall include the following:

- 10-foot-wide sidewalks, consisting of a 5-foot sidewalk and 5-foot furniture zone that includes street trees in tree wells.
- Upgrading curb ramps to be ADA-compliant curb ramps.
- Adding streetscape amenities such as trash receptacles, benches, and transit stop features.
- Installing decorative streetlights, mirroring those installed between 5th and 10th Streets, in accordance with current Street Standards.
- Potential addition or revision of parking meters or time-limited signage.

- New pavement along the entire corridor, if budget allows.

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

Design is anticipated from May 2025 through Fall 2026. Bidding will take place near the end of 2026 with construction occurring throughout 2027 and ending early 2028.

On February 21 and February 24, 2025, a request for proposals for professional engineering services and construction management services for the Main Street 10th to 15th Streetscape Improvements (CI 25-002) 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 March 13, 2025 and three (3) proposals were received. A selection committee reviewed the proposals and determined that Wallis Engineering 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.

The total budget for the Main Street 10th to 15th Streetscape Improvements Project (CI 25-002) is \$4,400,000. This Personal Services Agreement is in alignment with the project's budget, and adequate funds are available.

OPTIONS:

1. Approve Personal Services Agreement with Wallis Engineering for the Main Street 10th to 15th Streetscape Improvements Project (CI 25-002).
2. Approve Personal Services Agreement with Wallis Engineering for the Main Street 10th to 15th Streetscape Improvements Project (CI 25-002) with Amendments.
3. Deny Personal Services Agreement with Wallis Engineering for the Main Street 10th to 15th Streetscape Improvements Project (CI 25-002) and provide further direction.

BUDGET IMPACT:

Amount	\$1,135,839.20
Fiscal Year(s):	2025-2028
Funding Source(s):	Transportation SDC, Pavement Maintenance, and Sewer Fund

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

MAIN STREET 10TH TO 15TH STREETScape IMPROVEMENTS (CI 25-002)

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

RECITALS

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

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

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from the date the contract is fully executed until **June 30, 2028**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. Compensation. City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **one million one hundred thirty five thousand eight hundred thirty nine dollars and twenty cents (\$1,135,839.20)**.

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

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

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

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

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

To the City:

City of Oregon City
13895 Fir Street
Oregon City, OR 97045
Attention: Dayna Webb, P.E.

To Consultant:

WALLIS ENGINEERING, LLC
215 W 4TH St, SUITE 200
VANCOUVER, WA 98660
Attention: Jane Vail

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

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

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

CITY OF OREGON CITY

WALLIS ENGINEERING, LLC

By: _____

By: _____

Name: Dayna Webb, P.E.

Name: _____

Title: Public Works Director

Title: _____

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

PROJECT BACKGROUND

The City of Oregon City's Main Street is a downtown collector street in need of improvements. The previous phase of Main Street improved from 5th to 10th Streets and was originally intended to improve 10th to 15th Streets but was separately phased due to funding. The City has since received funding from State of Oregon Lottery Bonds to complete the second phase of improvements, from 10th to 15th Streets. In addition to City funds, the project has funding for \$4,400,000 for design and construction of improvements. Improvements to this street shall include:

- 10-foot-wide sidewalks consisting of a 5-ft sidewalk and 5-ft furniture zone that includes street trees in tree wells with grates. Silva cells, or similar, will be evaluated for potential use with trees.
- Improvements to intersections at 12th, 14th, and 15th Streets as warranted by traffic engineering analysis
- Adding streetscape amenities such as trash receptacles, benches, public art, holiday lighting and tree lighting as desired
- Installing decorative streetlights matching those installed in the previous phase of Main Street
- Adding or revising parking meters and associated signage
- New pavement along the entire corridor, if budget allows
- Sanitary sewer improvements as recommended by the City's I/I Reduction Program
- Stormwater collection and conveyance improvements, including addressing stormwater mains between 11th and 12th Streets not located within existing easements or public right-of-way
- Relocation of overhead utilities as possible based on coordination with providers
- Extending the fiber optic conduit system established with the Main Street 5th to 10th Street project

GENERAL SCOPE OF PROJECT

The City requested that Wallis Engineering provide project management and engineering design to complete design and provide construction phase services to complete this project. Services will include project management, coordination, public engagement, supplemental survey and monumentation, utility coordination, civil engineering, lighting design, geotechnical engineering, arborist services, environmental investigations, and right-of-way acquisition services.

CONTRACT DURATION

Contract term shall be from the date contract is fully executed until June 30, 2028.

PROJECT TEAM

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

<i>Consultant</i>	<i>Responsibilities</i>
Wallis Engineering (Wallis)	Civil Engineering
Archaeological Investigations Northwest (AINW)	Cultural Resources Permitting

<i>Consultant</i>	<i>Responsibilities</i>
Central Geotechnical Services (Central)	Geotechnical Engineering
Commonstreet Consulting (Commonstreet)	Right-of-Way Services
Compass Land Surveyors (Compass)	Surveying
DKS & Associates	Traffic and Lighting Engineering
SLR International Corp (SLR)	Environmental Investigations
Todd Prager & Associates (Prager)	Arborist Services
Urban Lens Planning (Urban)	Permitting

SPECIFIC SCOPE OF WORK

TASK 1 PROJECT MANAGEMENT AND ADMINISTRATION

Objective: Provide project management, coordination, and direction of the design team to complete the project. Establish quality control management and designate responsibility of technical work deliverables and products.

1.1 Project Management

The project manager will coordinate with City Staff to define the scope of work, project goals, locations, design criteria, quality control procedures, scope of improvements and the project schedule. These items will be included in the final scope of work.

We will provide management, coordination, and direction to the project design team to complete the project. Work will include:

- Prepare project design schedules outlining design and deliverable milestones.
- Prepare monthly status reports and schedule updates to be included with consultant invoices.
- Coordinate project team meetings and prepare meeting agendas and meeting minutes.

1.2 Project Coordination

We will coordinate with other projects and developments occurring within the project corridor to ensure that the design of Main Street reflects work by others, and that any conflicts are resolved between overlapping improvements. We anticipate coordination with David Evans & Associates for work on the TriMet Downtown Transit Center Reconstruction project, coordination with PBS Environmental for work on the Downtown Oregon City Quiet Zone project, coordination with the Subaru dealership for private development improvements, and coordination with Homeless Solutions Center for their private development work.

1.3 Public Outreach

Public outreach will be a shared task between the City and Wallis Engineering. Wallis will prepare a brief memo outlining the proposed public outreach plan for the project, roles, responsibilities, and a proposed schedule of work.

Wallis will lead a public open house targeting directly impacted stakeholders and property owners at the 30% design phase and share an illustrated strip map of the proposed improvements. During this meeting

we will discuss potential impacts to businesses during and after construction, the overall schedule, and easement and ROW needs.

The City and Wallis will sit down with interested business owners in one-on-one meetings to address their concerns about construction impacts.

Wallis will log all public comments and discussion in a Stakeholder Coordination Log, maintained jointly between the City and Wallis. We will also provide updates throughout the project for the City to incorporate into the project website.

Wallis will prepare property exhibits to support the City's acquisition of temporary construction easements (TCEs), specifically for properties where the property has a building immediately adjacent to proposed sidewalk and work cannot be completed from the right of way.

Task 1 Assumptions:

- Design phase of the project is assumed to be June 2025 – October 2026
- Bidding and construction phases are assumed to be November 2026 – October 2027
- City project manager or designees will lead and obtain all necessary permits unless described otherwise
- Meetings are assumed to be held at City offices; in person.
- A total of 10 one-on-one meetings with stakeholders will be necessary.
- The City will obtain all temporary construction easements necessary. No legal descriptions will be necessary for TCEs.

Task 1 Deliverables:

- Final scope and schedule
- Monthly status reports and invoices
- Public outreach plan memo
- Stakeholder Coordination Log
- Public meeting 30% design graphic
- Up to fifteen (15) property exhibits to support TCE acquisition

TASK 2 DATA COLLECTION AND INVESTIGATIONS

Objective: Collect site information sufficient to analyze existing conditions and prepare a comprehensive base map for design.

2.1 Data Collection and Review

Review available background information relating to this project. The anticipated information includes:

- Utility GIS Records
- Conveyance utility video inspection reports and videos
- As-built drawing information, as available
- Existing field conditions

2.2 Pre-Construction Record of Survey

Compass will complete field and office work to prepare and file a Preliminary Construction Record of Survey showing the location of all found monuments along the Main Street project corridor.

2.3 Supplemental Survey (Contingency)

Compass will complete survey on an as-needed basis to supplement previously-completed survey efforts. They will prepare a topographic site map for the portion of 12th Street running northwesterly from Main Street to McLoughlin Blvd and the portion of 12th Street running southeasterly from Main Street to approximately 100 feet northwest of Washington Street. Mapping in these areas will be from right of way to right of way of 12th Street and will include all monumentation needed to establish the right of way of 12th Street and the right of way of Center Street as well as all surface improvements and underground public utilities as marked by one-call. The right of way lines of 12th Street and Center Street will be shown but no work will be performed to establish the right of way line of McLoughlin Blvd.

Compass will prepare and submit a Right of Way permit application to the City of Oregon City and ODOT to allow survey work to take place within the public streets. It is assumed that traffic control plans will be required. Compass will employ the services of D and H Flagging for preparation of traffic control plans and subsequent traffic control signage and flagging.

Compass will also complete field and office work to prepare a topographic site map for a 30 foot wide strip of land centered on the existing storm drainage line running northwesterly through the center of Block 10 from Main Street to the existing storm manhole near the southeasterly right of way line of McLoughlin Blvd. Block 10. Mapping this strip will include all surface improvements and underground public utilities as marked by one-call. It will also include the establishment of the location of the existing property line located near the existing storm drainage line. No work will be performed to establish the right of way line of McLoughlin Blvd.

2.4 Utility Potholing (Contingency)

If necessary, we will use a potholing contractor to complete exploratory excavations of underground utilities within the project limits. This task assumes an allowance of up to five (5) pothole locations.

AINW will provide an archaeologist to monitor ground-disturbing pothole excavations.

2.5 Environmental Corridor Study

SLR will complete an Environmental Corridor Study, building off the previous *Environmental Corridor Study, Downtown Oregon City Mains St. from 5th St. to 15th St, 7th St. & 10th St. March 16, 2010, SLR International Group*, and in accordance with Section 5 of the ODOT HazMat Program Manual (May 2024). This study will describe the Site area (proposed project components, physical setting, and adjacent land use involving hazardous materials). SLR will perform an in-person site reconnaissance to observe the site and surrounding property conditions and look for indications of current or past environmental concerns at the site or immediately adjoining properties. They will review historic records, going back 50 years, if possible, to include review of historic fire insurance maps of the site area, aerial photographs, and a review of reverse index city directories at 10-year intervals. Given the well-developed, urban nature of the site, historical topographic maps are not likely to provide useful information and therefore are not included in this scope of work.

SLR will perform an environmental records review of selected local, state and federal environmental regulatory agencies, for listed data concerning present or past environmental concerns at the site or nearby properties. This task will be accomplished by obtaining and reviewing an environmental database report from a commercial database provider for the site and immediately surrounding properties.

Based on this work, SLR will prepare a report outlining the scope of work, potential sources of contamination, and recommendations. This report will take into consideration the scope of work for the proposed project, as described in the Project Prospectus. It is noted that, given the long history of urban

development in the Site area, there is strong likelihood that historical activities of concern, which may include dry cleaners, gas stations, underground storage tanks, surfaces releases, etc., will be identified through the review of historical and regulatory agency records.

2.6 Phase II ESA (Contingency)

SLR will complete site work using a licensed drilling subcontractor to obtain soil samples at designated locations with a high probability of contaminated soils. Soil samples will be tested, and SLR will evaluate analytical results with respect to applicable regulatory screening criteria. Based on this work, they will prepare a Phase II Environmental Site Assessment (ESA) Report documenting completed work, summarizing findings, and making specific recommendations.

2.7 Geotechnical Engineering

Central will review previously-completed geotechnical reports and information provided by the City. They will complete a generalized distress survey of the pavement surface during a site visit. Central will provide a qualitative review and summary of pavement conditions with a focus on areas for localized repair, if rehabilitation is selected. They will discuss pavement options with the project team and the City based on preliminary findings. Based on this work, Central will complete a memorandum outlining their findings and recommendations.

2.8 Traffic Analyses

DKS will conduct a traffic analysis for the intersections of Main Street/14th Street and Main Street/15th Street. The work in this task will include the following:

- The study will not include analysis of conditions on OR 99E or coordination with ODOT staff.
- DKS will review the Oregon City Downtown North End Transportation Improvements memo (*DKS Associates, 2015*) findings and recommendations.
- DKS will use available count data to update the existing operations analysis for the study intersections.
- DKS will use available forecast data and an annual growth rate to update the future volume forecasts and operations analysis for the study intersections.
- DKS will evaluate the most recent five years of available crash data at the study intersections and provide a summary of crash trends and contributing factors.
- Based on updated safety data and traffic operations, DKS will review the prior 14th and 15th Street design options and make recommendations on feasible improvements.
- DKS will provide a draft and final memo summarizing the traffic analysis. The memo will not present any new options or analysis showing that any of the OR 99-E intersections will or have failed based on the completed analysis and review.
- DKS will attend one (1) team meeting to discuss the analysis and recommendations.

2.9 Lighting Analysis

DKS will conduct a roadway lighting analysis for Main Street from 10th Street to 15th Street using AGI32 Lighting Analysis software. The lighting analysis will incorporate existing lighting where feasible and identify locations where lighting system improvements may be needed to meet IES RP-8 light level guidelines. New light poles will be post-top single ornamental style, consistent with those used elsewhere

along Main Street. The results of the lighting analysis and recommendations will be documented in a brief lighting analysis memo that will be used as the basis for the roadway lighting design in Task 3.

Task 2 Assumptions:

- The site is in an area of Oregon City that has been commercialized since the 1800s, and the associated Contaminants of Potential Concern associated with agricultural areas will not be considered.
- Given the long history of urban development in the site area, there is strong likelihood that historical activities of concern, which may include dry cleaners, gas stations, underground storage tanks, surfaces releases, etc., will be identified through the review of historical and regulatory agency records.
- The project area for the Phase II ESA is public property; gaining access to private property will not be required
- A staff archaeologist can be the monitor; a SOI-qualified archaeologist will supervise.
- A monitor will be required on-site for a total of two 8-hour days of potholing. Travel time to and from AINW's office has been budgeted.
- Potholing work will occur during the daytime.
- Monitoring logs will be completed and photographs documenting the activity, sediments, and archaeological find, if any, will be completed each day.
- Field methods and results of monitoring will be documented in an email; a formal report will not be prepared.
- Backfilling of potholing excavations will not be monitored.

Task 2 Deliverables:

- Updated survey base map (as authorized)
- Environmental Corridor Study
- Phase II Environmental Site Assessment Report (as authorized)
- Geotechnical Engineering Memorandum
- Traffic Analysis Memo
- Lighting Analysis Memo

TASK 3 DESIGN SERVICES

Objective: Complete design of proposed improvements, culminating in a bid-ready set of contract documents.

3.1 Stormwater Conveyance Report

We will complete a conveyance stormwater analysis of the Main Street corridor based in part on the condition assessment completed as part of the City's I/I Reduction Program. The analysis will also evaluate other known storm systems in the vicinity that do not currently connect to the storm sewer system in Main Street. If modifications are made to either storm system, the analysis will include opportunities to create a single system. We will document the results of our analysis and the proposed design in a draft Stormwater Conveyance Report submitted for City review. Based on City comments, we will refine this document and submit a final Report documenting the basis of design for the stormwater conveyance improvements within the corridor.

The analysis will not include evaluation of runoff treatment or detention requirements per the exemptions included in 1.2.2 of the City's *Stormwater and Grading Design Standards* for Pavement Reconstruction and Pedestrian and bicycle improvements.

3.2 30% Design

Plans will be prepared to 30% design level for pavement, sidewalk, lighting, stormwater and sanitary sewer improvements, as necessary. Drawing format will be AutoCAD Civil 3D, and will be prepared using standard City title block as provided by the City.

Plan sheets will include:

The 30% plans and estimate will be submitted to the City for review, and a 30% design review meeting will be held to solicit City comments and input.

3.3 60% Design

Plans will be prepared to the 60% design level, based on City review comments on the 30% design submittal. Plans will include the following:

- Plans and detail sheets. Where necessary, more detail will be included such as centerline or curb line profiles as needed, striping plans, utility improvement plans, erosion control plans and demolition plans. No street profiles will be included in the plan sheets unless necessary.
- Traffic control, phasing and coordination details.
- Erosion control plans prepared to meet City standards.

A specification outline and 60% opinion of cost will be prepared.

3.4 90% Plans, Specifications and Opinion of Cost

90% plans will be prepared incorporating 60% review comments from the City. Specifications will use City of Oregon City standards and the "2021 Oregon/APWA Standard Specifications for Public Works Construction". Special Provisions will be prepared, as needed, to address project work not adequately covered in the Standard specifications and will include Special Provisions provided as part of the City's Special Provision template. Wallis will attend one meeting to review City comments.

The following is the anticipated list of plan sheets:

Description	Sheets	Running Total
Cover, Drawing Index	1	1
Legend, General Notes	1	2
Traffic Control Notes and Phasing	3	5
Typical Sections	2	7
Demolition Plans	2	9
Erosion Control Plans	2	11
Plan and Profile	4	15
Intersection Plans	4	19
Utility Plan and Profile	4	23
Lighting Plans and Details	5	28

Description	Sheets	Running Total
Signing Plans and Details	9	37
Striping Plans	4	41
Details	9	50

3.5 Final Plans, Specifications and Opinion of Cost

Final plans, specifications, and an opinion of cost will be prepared as a reproducible set incorporating review comments from the City.

Task 3 Assumptions:

- Stormwater detention and treatment will not be required per the exemptions included in 1.2.2 of the City's Stormwater and Grading Design Standards for Pavement Reconstruction and Pedestrian and bicycle improvements.
- No curb ramps will be designed or constructed as part of the improvements, as this work was already completed in a previous project.
- David Evans & Associates will improve curb ramps at the intersection of 11th and Main Streets, as indicated on their 60% plans for the Oregon City Transit Center TC Improvements
- Sanitary sewer improvements will be designed as part of the City's I/I Reduction Program, and incorporated into the plan set at various deliverable stages.
- Any Temporary Construction Permits necessary to construct sidewalk outside of the limits of the existing sidewalk will be coordinated and obtained by the City. Wallis will provide graphics and support as noted in other tasks.
- No walls or structural engineering will be required to construct sidewalk sections. No structural evaluation of existing private building structures will be required.
- Most construction work will take place in the daytime, and detailed traffic control and phasing plans will be provided by the Contractor unless specifically needed to obtain an ODOT permit.
- The City will provide legal review of all front-end bidding documents.

Task 3 Deliverables:

- Draft and Final Stormwater Report
- Electronic versions of the 30%, 60%, 90% and final PS&E
- Three (3) design review meeting agendas and minutes

TASK 4 UTILITY COORDINATION

Objective: Coordinate to ensure that proposed improvements do not conflict with private utilities, and that all private utilities relocate their overhead facilities underground where possible.

4.1 Utility Coordination

Notify private utility providers of the proposed improvements and coordinate to resolve any conflicts between existing and proposed utilities. We will develop a utility contact information list, and email project information letters to all utility companies involved to explain the nature of the work. Emails will be followed up with phone conversations and a letter or email to each utility.

We will also coordinate the relocation of utilities, as necessary; including the relocation of all overhead utilities and poles throughout the project corridor. Conflict letters will be sent with the 30% design and updated plans and construction schedule information will be sent at each subsequent deliverable. Up to four (4) meetings with private utility providers are anticipated to coordinate relocation efforts.

Task 4 Deliverables:

- Informational letters and project notices to each affected utility
- Utility coordination log
- Up to four (4) utility coordination meetings minutes

TASK 5 PERMITTING SERVICES

Objective: Coordinate with regulatory authorities and obtain all necessary permits for the project.

5.1 Cultural Resources Permitting

AINW will research prior archaeological investigations within and adjacent to the project area and identify higher probability areas, if any, where a significant archaeological resource could be affected by the project. The results of this review will be presented in a memorandum.

AINW will obtain an Archeological Excavation Permit issued by the State Historic Preservation Office (SHPO). The permit could be preemptive and obtained at Wallis Engineering's request prior to ground-disturbing work commencing, or it would be prepared if an archaeological site that cannot be avoided by the project is encountered. Applying for a permit prior to ground disturbance occurring should shorten work stoppages by enabling investigation of a discovery that cannot be avoided. Additionally, the types of artifacts that would and would not be collected and curated would be defined in the permit. If an archaeological excavation permit application is prepared, an Inadvertent Discovery Plan must be included as an appendix to the permit application.

AINW will also coordinate with the Tribes, as needed. This task includes up to 8 hours of coordination/consultation performed by the project manager/senior archaeologist on behalf of the City. Consultation will occur if authorized by Wallis or if it is an obligation of a SHPO-issued permit.

If an Archaeological Excavation Permit is requested or required, there will be an obligation to curate the archaeological collection (collected artifacts, reports, field forms, photographs, etc.) at the Oregon Museum of Natural History in Eugene. This task also includes time to curate the archaeological collection.

5.2 ODOT Permitting

We will coordinate potential construction impacts with ODOT and obtain a ODOT Miscellaneous Use Permit as necessary. Detailed traffic control plans will be prepared to obtain the permit.

5.3 Type II Land Use Permitting

The project corridor lies within the Willamette Greenway and will therefore be subject to Type II Land Use Permitting requirements with the City of Oregon City.

Urban Lens will develop a summary of applicable zoning standards and outline application content. They will also provide a general timeline of land use submittal process, provide a project summary for PreApplication meeting with jurisdiction and attend meeting (remotely).

Urban Lens will develop a Type II land use application narrative responding to applicable sections of jurisdiction's zoning code. They will coordinate plans/application attachments; provide for one internal

review by City/project team; submit application to jurisdiction; work with project team to develop completeness letter and review final decision and associated Conditions of Approval as available.

5.4 Type III Land Use Permitting (Contingency Subtask)

If necessary, per City of Oregon City, Urban Lens will develop Type III application materials. They will prepare for and attend a public hearing with Planning Commission. As needed, they will develop neighborhood meeting noticing, coordination and attend a Neighborhood Meeting as required by the Type III application.

5.5 Street Tree Removal Permitting

Todd Prager & Associates will complete a site visit to assess trees that may be impacted by proposed construction. Their tree assessment will include species, size, physical condition, and structural condition of the trees. For trees that are retained, we will develop a tree protection plan in accordance with the City of Oregon City code. For trees that will be removed, we will complete and submit a Street Tree Removal Permit Application to the City of Oregon City for removal of any street trees that would be adversely affected by sidewalk construction.

Task 5 Assumptions:

- Oregon City Public Works' existing Inadvertent Discovery Plan will be amended to suit this project
- Up to 25 artifacts associated with 1 archaeological resource will be collected.
- Dating and/or geochemical analysis of pre-contact artifacts will not be conducted.
- Artifacts collected will be identified to type and functional use and standard.
- Impacts to ODOT ROW are anticipated to be limited to placing temporary signs within the OR 99E ROW for temporary traffic control needs.
- Construction of sidewalk may damage and necessitate removal of existing street trees.

Task 5 Deliverables:

- Archeological Excavation Permit
- Archaeological Survey Report
- Construction Monitoring Plan
- ODOT Miscellaneous Use Permit Application
- Preapplication Meeting Summary
- Type II Land Use Application
- Type II Land Use Completeness Letter
- Street Tree Removal Permit Application

TASK 6 ROW SERVICES

Objective: Assist the City with obtaining property rights necessary to construct proposed improvements and to relocate overhead utilities.

6.1 Legal Descriptions

Compass will prepare up to five (5) ROW/Easement acquisition exhibit documents. The documents will be prepared in ready to record format and will be used as exhibits to accompany the final document to be prepared and recorded by others.

6.2 Acquisition Services

Commonstreet Consulting's Team will provide Acquisition services for the Main Street: 10th to 15th Street Project. The scope and fee proposal provided herein is for the acquisition of five (5) files, including one (1) parcel owned by Oregon City (City). All acquisition will be executed in accordance with ODOT's Right of Way Manual, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and all applicable state and county laws.

Consultant shall track status for parcel files to be investigated and acquired for the City and provide weekly updates to the project team. Project manager will QC all deliverables prior to delivery.

Consultant shall order Preliminary Title Reports (PTR) and review title reports for accuracy. Consultant shall perform title review for parcels, inform City of any anticipated complexities, and provide title clearing recommendations. Consultant shall work with property owners and obtain title clearing documents.

Upon Notice to Proceed, Consultant shall deliver General Information Notices (GINs) to owners and occupants via certified mail and regular mail. GINS shall be on City letterhead and packets shall include general information notice, acquisition and relocation brochures, ROW acquisition map or sketch map, an owner information sheet, and a self-addressed, stamped return envelope.

Consultant shall contract appraiser and appraisal reviewer experienced in eminent domain appraisal methodology and listed on ODOT's Approved Appraiser List. Appraisal and appraisal review shall conform to standards contained in the ODOT Right-of-Way Manual, and the Guide to Appraising Real Property for Use in Oregon State Transportation Projects, and in accordance with applicable rules and statutes.

Appraisals shall be Taking and Damage and appraiser shall send 15-Day Notices inviting landowner to accompany the appraiser on the inspection of the property.

Appraisal Reviews shall be a desk review, unless directed otherwise by City.

All right of way shall be acquired in the name of Oregon City and offer documents shall be on City letterhead. Consultant shall conduct negotiations on behalf of the City, in good faith and in compliance with all federal and state laws and regulations. Consultant shall prepare and present offers in person when possible. When presenting offers in person is not possible, offers will be mailed certified mail, return receipt requested. Owner offer packets will include the offer letter, conveyance document(s), acquisition summary, appraisal, W9, acquisition brochures, other supporting documentation, and a self-addressed stamped return envelope. Landowners will be provided a minimum of 40 calendar days to review offer. Consultant shall make no fewer than three attempts to acquire the needed rights expeditiously by negotiations.

- IF the OFFER is ACCEPTED, Consultant shall present a Final Report Packet to include the acquisition of R/W to City for final approval, payment, conveyance of title and recording. Final Report Transmittal shall include original executed conveyance documents, supporting documentation to support the closing process, copies of offer documents, and diary.
- IF a COUNTER OFFER is received, Consultant shall submit the proposed COUNTER OFFER (exceeding the estimate of just compensation) with a justification memo and owner supplied supporting documentation to City for approval. If accepted, Consultant shall generate a Final Report Packet for City final approval, payment, conveyance of title, and recording. Final Report Transmittal shall include original executed conveyance

- IF an acceptable agreement is not reached, Consultant shall prepare a Recommendation for Condemnation (RC) transmittal to include negotiation summary, all offer documents, supporting documentation, and diary.

Consultant shall maintain written diary with property owners to document all verbal and written communication and events, such as: delivery of required notices, efforts to achieve amicable settlements, owner's suggestions for changes in plans, and responses to owner's counterproposals.

Task 6 Assumptions:

- City shall provide templates for all ROW Task documents as well as deed templates, if available.
- Up to four (4) appraisals shall be facilitated by Consultant.
- Up to four (4) offer packets and negotiations shall be facilitated by Consultant.
- No occupants or personal property will be displaced requiring relocation services, and no relocation services will be required.
- City will pay directly to the title company all expenses for recording fees, escrow services, and title insurance. Additional scope and fee will be required for Consultant-lead escrow closing.
- Condemnation is not anticipated; condemnation support is not included.
- Consultant does not guarantee possession of the required land rights.

Task 6 Deliverables:

- Preliminary Title Reports electronically for up to five (5) parcels.
- Title clearing recommendations for up to four (4) files.
- Up to four (4) General Information Notice Packages electronically to City and hard copy to landowners and occupants.
- Up to four (4) Proof of Delivery documentation for General Information Notices
- Up to four (4) Taking and Damage appraisal reports electronically.
- Up to four (4) Appraisal Reviews electronically.
- Up to four (4) copies of owner offer documents.
- Justification memos, if needed.
- Up to four (4) Final Report Transmittals or Recommendation for Condemnation Transmittals.
- Title clearing and closing documents, as needed.
- Up to four (4) landowner diaries.
- Up to one (1) utility easement for City-owned parcel

TASK 7 BIDDING SERVICES

Objective: Assist the City with procuring a qualified contractor for the project.

7.1 Bidding Assistance

Wallis will provide bidding services to the City, including responding to bidder's questions and preparing addenda (as needed). A summary sheet of all bidder questions and responses will be provided to the City following the opening of bids, or as requested.

Task 7 Assumptions:

- City will distribute the contract documents, maintain a plan holder's list, and distribute the addenda as needed.
- Wallis will not attend the bid opening.

Task 7 Deliverables:

- Up to two (2) addenda (as needed)
- Bidder question and response summary sheet
- Recommendation of Award

TASK 8 CONSTRUCTION PHASE SERVICES

The Consultant will provide construction administration and inspection services with support from the City for public notifications and other coordination related items as needed. Construction phase services shall include:

8.1 Construction Administration

- Conduct the pre-construction meeting with City staff, the Contractor and representatives of the utility companies to effectively communicate those areas of the project which will require special attention during construction.
- Review monthly payment requests by the Contractor, verify quantities included in each pay request and prepare payment recommendations to the City. Complete a final pay estimate at project completion.

8.2 Construction Engineering and Field Inspection

- Review and respond to Contractor submittals, shop drawings, requests for information, notifications of differing site conditions, the Contractor-prepared Quality Control, Quality Assurance plan, Work plans and completed field testing for conformance to the contract documents. Consult with the City regarding the acceptability of material substitutes or 'as-equal' items proposed by the Contractor.
- Provide construction management oversight of the Contractor's work schedule and quality, coordinate construction tasks with City, public and other non-agency entities, and evaluate field design changes as necessary to complete the project. The budget assumes eight (8) hours per week for a forty-week construction period.
- Attend weekly construction progress meetings as needed to address construction related issues.
- Provide daily site inspections to monitor the quality and progress of the work. Provide inspector's daily report of construction activities for each day of inspection along with project photos. The budget assumes 40 hours per week for a forty-week construction period and includes assistance with monthly progress payments and attendance of the weekly meetings. Daily inspection services can be supplemented or replaced by City Staff at the discretion of the City. Additional construction inspection support by the Construction Manager is assumed for four (4) hours per week for a forty-week construction period.
- Provide a final walk-through with the Contractor and City staff at the project completion. Provide a written punch list to the Contractor and recommendation of final acceptance when appropriate.
- Prepare record drawings for the improvements upon completion of construction.

8.3 Cultural Resources Monitoring

AINW will provide an archaeologist to monitor during ground-disturbing construction activity and prepare a technical monitoring report at the end of the project.

8.4 Post Construction Monumentation

Compass will complete field and office work to prepare a Post Construction Record of Survey showing the location of any monuments of record found on the Pre-Construction Record of Survey which have been disturbed by construction related to this project and replaced.

Task 8 Assumptions:

- Inspection hours based on a forty-week construction schedule at 40 hours per week.
- Construction staking services will be provided by the Contractor including any monument staking within the roadways (as needed).
- Quality Control testing will be provided by the Contractor.
- A staff archaeologist can be the monitor; a SOI-qualified archaeologist will supervise.
- A monitor will be required on-site for 40 hours each week for 16 weeks. Travel time to and from AINW's office has been budgeted.
- One on-site monitor is required per piece of excavating equipment.
- On-site monitoring will include monitoring of trench excavations and other ground-disturbing activity, including taking photos, documenting the dimensions and location of ground disturbance, and anything else of note each shift.
- Backfilling will not be monitored.
- AINW will, in weeks that monitoring occurs, email a weekly status report as those will be required by Oregon City and/or a Native American tribe(s).
- AINW will submit the draft monitoring report to Wallis within 45 days of project completion. The report will include a discussion of field activities and findings and will include a map showing the areas monitored and photographs.
- Post-Construction as-built survey will not be performed.

Task 8 Deliverables:

- Monthly pay estimates and recommendations
- Submittal comments and response log
- Inspector's daily report and photos for each working day of inspection
- Weekly meeting minutes for each construction meeting
- Cultural resource monitoring summaries
- Final Punch List and Recommendation of Final Acceptance
- Electronic version of As-built / Record Drawings

P:\15\1587A Main St 10th - 15th\100 Agmt\102 Working Docs\Prime\Wallis Scope Current.docx

		PE	EM5	EM4	PE5	PE2	Ins III	T4	A6	Wallis Labor	Expenses		Subconsultants						Urban	Total Cost
		\$212.30	\$250.60	\$243.30	\$186.40	\$160.50	\$167.70	\$149.10	\$140.80				AINW	Central	Common	Compass	DKS	Prager	SLR	
Task 1	Project Management and Administration																			
1.1	Project Management	12	4	48	0	8	0	0	35	\$ 21,440.40	\$ 350.00	(M)					\$ 5,973.00			\$ 27,763.40
1.2	Project Coordination			20	20					\$ 8,594.00										\$ 8,594.00
1.3	Public Outreach	6		30	24			8	36	\$ 19,308.00	\$ 200.00	(P)								\$ 19,508.00
	TASK 1 SUBTOTAL	18	4	98	44	8	0	8	71	\$ 49,342.40	\$ 550.00		\$ -	\$ -	\$ -	\$ -	\$ 5,973.00	\$ -	\$ -	\$ 55,865.40
Task 2	Data Collection and Investigations																			
2.1	Data Collection and Review			6	8	16		4		\$ 6,115.40	\$ 35.00	(M)								\$ 6,150.40
2.2	Pre-Construction Record of Survey			2						\$ 486.60						\$ 12,738.00				\$ 13,224.60
2.3	Supplemental Survey (Contingency)			4				4		\$ 1,569.60						\$ 24,640.00				\$ 26,209.60
2.4	Utility Potholing (Contingency)				4					\$ 745.60	\$ 7,500.00	(C)	\$ 3,462.00							\$ 11,707.60
2.5	Environmental Corridor Study			2						\$ 486.60								\$ 14,740.00		\$ 15,226.60
2.6	Phase II ESA (Contingency)			2						\$ 486.60								\$ 39,600.00		\$ 40,086.60
2.7	Geotechnical Engineering			4						\$ 973.20										\$ 973.20
2.8	Traffic Analysis			4						\$ 973.20							\$ 10,648.00			\$ 11,621.20
2.9	Lighting Analysis			2		4				\$ 1,128.60							\$ 7,156			\$ 8,284.60
	TASK 2 SUBTOTAL	0	0	26	12	20	0	8	0	\$ 12,965.40	\$ 7,535.00		\$ 3,462.00	\$ -	\$ -	\$ 37,378.00	\$ 17,804.00	\$ -	\$ 54,340.00	\$ 133,484.40
Task 3	Design Services																			
3.1	Stormwater Design		4	4	16	8		2	4	\$ 7,103.40				\$ 4,211.00						\$ 11,314.40
3.2	30% Design		8	24	64	124		108	2	\$ 56,060.00	\$ 70.00	(M)					\$ 3,993			\$ 60,123.00
3.3	60% Design		12	32	92	112		92	4	\$ 60,198.00	\$ 70.00	(M)					\$ 5,550			\$ 65,818.00
3.4	90% Plans, Specifications and Opinion of Cost		4	32	80	64		60	6	\$ 43,762.80	\$ 70.00	(M)					\$ 6,622			\$ 50,454.80
3.5	Final Plans, Specifications and Opinion of Cost		4	16	40	24		4	2	\$ 17,081.20	\$ 35.00	(M)					\$ 3,949			\$ 21,065.20
	TASK 3 SUBTOTAL	0	32	108	292	332	0	266	18	\$ 184,205.40	\$ 245.00		\$ -	\$ 4,211.00	\$ -	\$ -	\$ 20,114.00	\$ -	\$ -	\$ 208,775.40
Task 4	Utility Coordination																			
4.1	Utility Coordination			12	48	12			4	\$ 14,356.00										\$ 14,356.00
	TASK 4 SUBTOTAL	0	0	12	48	12	0	0	4	\$ 14,356.00	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,356.00
Task 5	Permitting Services																			
5.1	Cultural Resources Permitting			2	4					\$ 1,232.20			\$ 28,754.00							\$ 29,986.20
5.2	ODOT Permitting			4	12	12		20		\$ 8,118.00										\$ 8,118.00
5.3	Type II Land Use Permitting			4	8					\$ 2,464.40	\$ 35.00	(M)							\$ 14,157.00	\$ 16,656.40
5.4	Type III Land Use Permitting (Contingency)			4	8					\$ 2,464.40									\$ 23,595.00	\$ 26,059.40
5.5	Street Tree Removal Permitting			2	4					\$ 1,232.20							\$ 7,480.00			\$ 8,712.20
	TASK 5 SUBTOTAL	0	0	16	36	12	0	20	0	\$ 15,511.20	\$ 35.00		\$ 28,754.00	\$ -	\$ -	\$ -	\$ -	\$ 7,480.00	\$ -	\$ 37,752.00
Task 6	ROW Services																			
6.1	Legal Descriptions			2	2					\$ 859.40						\$ 11,000.00				\$ 11,859.40
6.2	Acquisition Services			12						\$ 2,919.60					\$ 74,221.00					\$ 77,140.60
	TASK 6 SUBTOTAL	0	0	14	2	0	0	0	0	\$ 3,779.00	\$ -		\$ -	\$ -	\$ 74,221.00	\$ 11,000.00	\$ -	\$ -	\$ -	\$ 89,000.00
Task 7	Bidding Services																			
	Bidding Assistance			6	12	4			8	\$ 5,465.00							\$ 3,597			\$ 9,062.00
	TASK 7 SUBTOTAL	0	0	6	12	4	0	0	8	\$ 5,465.00	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 3,597.00	\$ -	\$ -	\$ 9,062.00
Task 8	Construction Phase Services																			
8.1	Construction Administration	0	0	40	0	32	4	0	0	\$ 15,538.80	\$ 35.00	(M)								\$ 15,573.80
8.2	Construction Engineering and Field Inspection	0	0	356	0	88	1600	16	0	\$ 371,444.40	\$ 6,930.00	(M)					\$ 8,228.00			\$ 386,602.40
8.3	Cultural Resources Monitoring			40						\$ 9,732.00			\$ 110,829.00							\$ 120,561.00
8.4	Post Construction Monumentation			2						\$ 486.60						\$ 12,540.00				\$ 13,026.60
	TASK 8 SUBTOTAL	0	0	438	0	120	1604	16	0	\$ 397,201.80	\$ 6,965.00		\$ 110,829.00	\$ -	\$ -	\$ 12,540.00	\$ 8,228.00	\$ -	\$ -	\$ 535,763.80
	Project Subtotal	18	36	718	446	508	1,604	318	101	\$ 682,826.20	\$ 15,330.00		\$ 143,045.00	\$ 4,211.00	\$ 74,221.00	\$ 60,918.00	\$ 55,716.00	\$ 7,480.00	\$ 54,340.00	\$ 1,135,839.20

FEE SUMMARY	
Wallis Labor	\$ 682,826.20
Wallis Expenses	\$ 15,330.00
(M) = Mileage at current IRS Rate, (P) = Printing (C) = Contractor	
Subconsultants	
AINW	\$ 143,045.00
Central	\$ 4,211.00
Common	\$ 74,221.00
Compass	\$ 60,918.00
DKS	\$ 55,716.00
Prager	\$ 7,480.00
SLR	\$ 54,340.00
Urban	\$ 37,752.00
NOTE: Fee includes 10% markup	
TOTAL BUDGET	\$ 1,135,839.20

RATE SCHEDULE

Rate schedule valid through December 31, 2027

<u>Title</u>	<u>Range</u>	
Principal Engineer	\$212.30	\$212.30
Senior Engineer	\$255.70	\$255.70
Engineering Manager I - VI	\$225.70	\$255.70
Project Engineer I - IX	\$149.10	\$209.20
Staff Engineer I - V	\$121.10	\$147.00
Engineering Intern I - III	\$77.70	\$90.10
Designer I - IV	\$149.10	\$181.20
Construction Manager	\$170.80	\$170.80
Inspector I - III	\$120.10	\$167.70
Technician I-IV	\$90.10	\$149.10
Administrative I – VI	\$59.00	\$140.80

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

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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 (4/2017)

Page 2 of 5

EXHIBIT B

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.

**Main St Streetscape Project
10th St - 15th St (CI25-002)**





CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** May 7, 2025
From: Dayna Webb, Public Works Director

SUBJECT:

Item 7.e. - Public Improvement Contract with Valley Slurry Seal International for the 2025 Preventative Pavement Maintenance Type II Slurry Seal (CI 25-001)

STAFF RECOMMENDATION:

Approve and authorize the City Manager to execute the Public Improvement Contract with Valley Slurry Seal International in the amount of \$177,265.85 for construction of the 2025 Preventative Pavement Maintenance Type II Slurry Seal (CI 25-001).

EXECUTIVE SUMMARY:

The Preventative Pavement Maintenance Type II Slurry Seal Project is a part of the Pavement Maintenance Program and is funded through the City's Pavement Maintenance Utility Fee (PMUF). This project will treat roads that have been identified as in "fair and good condition," to prolong the lifespan of these roads.

BACKGROUND:

The 2025 Preventive Pavement Maintenance Type II Slurry Seal Project is a part of the Pavement Maintenance Program and is funded through the City's Pavement Maintenance Utility Fee (PMUF). This project is a crucial component of the City's annual street maintenance commitment – to treat roads identified as in, "fair and good condition" and displaying signs of aging through limited pavement cracking and rough surfaces.

A slurry seal is the application of a mixture of emulsified asphalt, water, and well-graded, fine aggregate. This treatment will be applied onto existing damaged pavement to "seal" the surface to preserve and protect the underlying paving structure. Without treatment, these damaged roads will become more porous, allowing water to compromise the subgrade, and causing the road section to fail. The slurry seal extends the life of the road by an estimated seven to ten years.

This project includes street preparation, neighborhood notification, traffic control, material delivery, material application, and final project cleanup. Work is set to begin no earlier than June 23, 2025, and shall be at substantial completion by September 12, 2025.

This project was a Joint Cooperative Procurement with the City of Hillsboro (acting as the administrative contracting agency). Soliciting qualified contractors (through this partnership) reduced staff time and acquired a greater economy of scale.

In accordance with Oregon Revised Statute (ORS) 279A.210 and City contracting procedures, an invitation to bid was solicited from qualified contractors on March 26, 2025 in the *Daily Journal of Commerce*, the City bid site and the City of Hillsboro website. The bid opening was held on April 10, 2024, and three (3) bids were received. The City of Hillsboro reviewed the bids and determined that Valley Slurry Seal International, Inc. was the low responsive bidder. Oregon City's portion of this contract is one hundred seventy-seven thousand, two hundred sixty-five and 85/100 dollars (\$177,265.85).

Engineer's Estimate	\$2,328,661.25
Valley Slurry Seal International, Inc.	\$2,160,325.00
Blackline, Inc.	\$2,284,284.00
Doolittle Construction, LLC	\$2,442,000.00

The average bid was 1.4% below the engineer's estimate, and the lowest bidder was 7.2% below the engineer's estimate.

Oregon City's portion of this project is determined as follows:

Move-in, Bond, Insurance, Clean-up	\$7,000.00
Traffic Control and Public Notification	\$23,000.00
Street Preparation and Slurry Seal	\$147,265.58
(72,979 Square Yards (SY) @ \$2.05/SY)	
Total	\$177,265.85

The Oregon City portion includes the annual PMUF roads, as shown on the attached Project map.

The project shall be substantially complete by or before September 12, 2025, as identified in 00180.50(b) of the Special Provisions. The earliest start date for this work is June 23, 2025.

This Public Improvement Contract is in alignment with the project's budget, and adequate funds are available.

OPTIONS:

1. Approve Public Improvement Contract with Valley Slurry Seal International for the 2025 Preventative Pavement Maintenance Type II Slurry Seal (CI 25-001).
2. Approve Public Improvement Contract with Valley Slurry Seal International for the 2025 Preventative Pavement Maintenance Type II Slurry Seal (CI 25-001) with Amendments.
3. Deny Public Improvement Contract with Valley Slurry Seal International for the 2025 Preventative Pavement Maintenance Type II Slurry Seal (CI 25-001) and provide further direction.

BUDGET IMPACT:

Amount	\$177,265.85
Fiscal Year(s):	2025-2026

Funding Source(s): Pavement Maintenance Utility Fee Fund

SECTION III A **CONTRACT AGREEMENT**

This Agreement, made and entered into this ____ day of _____, 20____, between the CITY OF OREGON CITY (“CITY”), acting by and through the City Commission and VALLEY SLURRY SEAL INTERNATIONAL (“CONTRACTOR”).

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

ARTICLE I - Scope of Work

The CONTRACTOR hereby agrees to furnish all of the materials, equipment and labor necessary, and to perform all of the work for the project entitled: **2025 PREVENTATIVE PAVEMENT MAINTENANCE TYPE II SLURRY SEAL (CI 25-001)** in accordance with the contract documents which are hereby made a part of this agreement.

The contract documents consist of:

Invitation to Bid Scope of Work Instructions to Bidders Bid Proposal and Bid Schedule Compliance with ORS 279C.840 Resident Bidder Status Certification of Drug Testing Program Non-Collusion Statement Asbestos Certification Registrations Certification of Non-Disclosure Certification of Compliance with Tax Law Bidder Responsibility Form Bid Bond First Tier Subcontractor Disclosure Form Customer Service Acknowledgement Form Contract Agreement Oregon City Public Improvement Standard Conditions	Statutory Conditions to Contract Agreement Performance Bond Payment Bond State of Oregon Statutory Public Works Bond General Conditions Prevailing Wage Rates for Public Works Contracts in Oregon, dated July 5, 2024 Amendments to the Prevailing Wage Rates for Public Works Contracts in Oregon dated October 5, 2024 Prevailing Wage Apprenticeship Rates dated July 2024 Definitions of Covered Occupations for Public Works Contracts in Oregon dated October 5, 2024 Special Provisions Contract Drawings City of Oregon City Standard Details Technical Specifications 2021 Oregon Standard Specifications for Construction (ODOT and APWA) as referenced by these documents All items included within these Contract Documents.
---	--

The order of items cited above does not constitute an order of precedence different than that established in the special or standard specifications. Equivalent titles, which may be substituted for the above listed items, are included as if specifically named.

ARTICLE II - Time of Completion

The project shall be substantially complete by or before **September 12, 2025**, as identified in 00180.50(b) of the Special Provisions. The earliest start date for this work is **June 23, 2025**.

ARTICLE III – Contract Amount

The Contract Amount for the work covered by this Agreement is estimated to be **one hundred seventy-seven thousand, two hundred sixty-five and 85/100 dollars (\$177,265.85)**.

ARTICLE IV - Warranty and Quality of Work

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

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

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

CITY OF OREGON CITY

By: _____
Anthony J. Konkol III
City Manager

By: _____
Dayna Webb, P.E.
Public Works Director

Approved as to Legal Sufficiency

By: _____
City Attorney

City Commission Award Date:

**VALLEY SLURRY SEAL
INTERNATIONAL**

Printed Name

By: _____
Authorized Signature

Title

Date

Address:

Federal Taxpayer ID Number

PART B:

SPECIAL SPECIFICATIONS GENERAL: ALL SCHEDULES

2025 Pavement Management Program
ITB# 202503-10013

1. **Quantities and Schedule of Contract Prices**

Each bid schedule (Schedule "B" & "C" & "D") shall be a separate contract for award. Contractors may bid one or all of the schedules.

The quantities set forth in this contract are approximate only, and the right is reserved by the City to make such increases or decreases in the quantities as may be necessary to satisfactorily complete the work and to maintain the contract within the Pavement Management Program Budget (subject to approval of the 2025-2027 Biennium Fiscal Budget). Such modification will not entitle the contractor to renegotiate the unit prices. Actual payment for work done under these contracts will be made at the unit prices set forth in the Contractor's proposal. It is neither implied nor expressly agreed that the actual amount of work to be done and paid for will correspond therewith. The City reserves the right to reject any or all bids or schedules.

2. **Joint Cooperative Procurement**

This is a joint cooperative procurement as authorized in ORS 279A.210. The City of Hillsboro is the administrative contracting agency. The City of Beaverton, City of Gladstone, City of Milwaukie, City of Oregon City, and City of Wilsonville are participating agencies in this solicitation. Each public agency utilizing this bid will issue a contract, including performance/payment and warranty bonds from contractor, binding only their agency. Each contract is between the contractor and the individual agency with no liability to the City of Hillsboro.

City of Beaverton: Slurry Seal work consisting of the preparation and application of approximately 146,558 square yards of type II slurry seal, including the replacement of pavement markings. Map and spreadsheets attached.

City of Gladstone: Slurry Seal work consisting of the preparation and application of approximately 36,122 square yards of type II slurry seal, including the replacement of pavement markings. Maps and spreadsheet attached.

City of Milwaukie: Slurry Seal work consisting of the preparation and application of approximately 92,455.22 square yards of type II slurry seal, including the replacement of pavement markings. Map and spreadsheets attached.

City of Oregon City: Slurry Seal work consisting of the preparation and application of approximately **72,979 square yards** of type II slurry seal, including the replacement of pavement markings. Map and spreadsheets attached.

City of Wilsonville: Slurry Seal work consisting of the preparation and application of approximately 97,209 square yards of type II slurry seal, including the replacement of pavement markings. Map and spreadsheets attached.

3. **Time of Award**

The anticipated time of award for this contract is **May 6, 2025** at the City of Hillsboro Council meeting to be held at 6:00 pm via teleconference. Information regarding teleconference details and instructions can be found on the City of Hillsboro website.

4. **Standard Specifications**

All work shall conform to the current City of Hillsboro *Design and Construction Standards*, the Oregon Department of Transportation *Oregon Standard Specifications for Construction* (2024), and Clean Water Services *Design and Construction Standards for Sanitary Sewer and Surface Water Management* (December

SPECIAL SPECIFICATIONS
GENERAL: ALL SCHEDULES
2025 Pavement Management Program
ITB# 202503-10013

2019). All traffic control and pavement markings shall be in accordance with the *Manual of Uniform Traffic Control Devices (MUTCD)*, 2023 Edition and the *Oregon Temporary Traffic Control Handbook (OTTCH)*, December 2011. The documents referenced above are hereby made part of these specifications.

5. Document Notice to Bidders

A Warranty Bond requirement has been added, which is found under Section 1.04, subsection D of the Invitation to Bid.

6. Construction Notices to Bidders

There will be construction projects on major roadways adjacent to the City Limits that may cause delays in traveling to complete the work on this contract. The Oregon Department of Transportation project information can be found at <http://www.oregon.gov/ODOT/HWY/REGION1/pages/tvhwypaving/index.aspx>.

~~There are also City projects on 2nd and Lincoln Ave. There may be delays to your construction activities due to traffic delays through the work zones.~~

A citywide map of construction projects taking place in the City, including maintenance work for this contract, is posted on the website for reference in coordinating any adjacent work at <https://gis.hillsboro-oregon.gov/hillsboroconstructionprojects/>.

SECTION III B

PUBLIC IMPROVEMENT STANDARD CONDITIONS

1. Time of Completion. The City and the Contractor recognize that time is of the essence in this agreement, and the City may sustain damages if work is not completed within the contract time limit as stated or as adjusted during the life of the contract. It is agreed that the Contractor shall pay the City, as liquidated damages, but not as a penalty, the per diem amount listed in the Schedule of Liquidated Damages, as set forth in the contract documents, for each and every day elapsed in excess of the final contract time.

Permitting the Contractor to finish the work after the contract time has expired shall not be a waiver of any of the City's contract rights.

2. Payments, Statement of Compliance and Subcontractor Payments.

a. Contract Sum and City Payments.

The City shall pay to the Contractor, for the performance of this agreement, the amounts determined for the total supplied number of each of the specified units of work in the Schedule of Bid Items contained in the contract documents. The number of units contained in this schedule is understood to be approximate only, and that any item may be expanded, contracted, or eliminated by procedures contained in the contract documents.

b. Statement of Compliance.

Before any payment is made to the Contractor, the Contractor shall file with the City a statement, under oath, that it has complied with all provisions of state law governing contractors on a public contract. In addition, the Contractor shall file with the City a sworn statement by each of its subcontractors to the same effect.

c. Progress Payments and Retainage.

Partial payments may be made by the City on a monthly basis. Partial payments will be based on an estimate of the percentage of completion for the work. Progress payments shall not be considered an acceptance or approval of any of the work or a waiver of any defects therein. The City may reserve, as retainage from progress

payments, an amount not to exceed five percent of the payment. The Contractor shall have the right to have cash retainage deposited in an interest-bearing account, in accordance with ORS 279C.550. The City does not accept deposit bonds or securities in lieu of cash retainage.

d. Certified Payroll Statements.

The Contractor shall file certified payroll statements with the City at a minimum of once per month. Failure to do so shall result in the City withholding 25% of amounts due the Contractor, in addition to any other required retainage.

e. Final Payment.

The final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by this agreement. Not more than 30 days after final completion of the Work and the City's final acceptance of the work, which shall include the taking of final measurements of quantities, the City shall make its final payment to the Contractor. Retainage held by the City shall be included in, and paid to the Contractor, as part of the final payment. If the final payment is made more than 30 days after final completion and final acceptance, the City shall pay the Contractor interest at the rate of one and one half (1 - 1/2%) per month on the final payment, commencing 30 days after completion of the work by the Contractor and final acceptance of the Work by the City. To facilitate the City's inspection, the Contractor shall notify the City in writing when the Contractor considers the work complete.

f. Subcontractor Payments.

The Contractor shall pay the subcontractor for satisfactory performance under the subcontract, out of amounts that are paid by the City to the Contractor, within 10 days of the Contractor's receipt of such payments from the City.

If the Contractor, or a first tier subcontractor, fails to make timely payment to the

subcontractor then the Contractor or first tier subcontractor shall owe the person the amount due plus an interest penalty beginning on the day after the required payment date and ending on the date on which payment is made, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first tier subcontractor on the amount due shall equal three times the discount rate on 90 day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is 30 days after the date when the payment was received from the Contractor, a first tier subcontractor or City, but the rate of interest shall not exceed thirty percent (30%). The amount of interest may not be waived.

The subcontractor must provide in all contracts with lower tier subcontractors or suppliers a clause requiring that the subcontractor shall pay the lower tier subcontractors and suppliers in accordance with the provisions of the immediately preceding two paragraphs above.

Pursuant to ORS 279C.515(C), if the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with the public contract as the claim becomes due, the proper officer or officers representing the City, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of the contract.

First tier subcontractors shall file certified payroll statements with the Contractor. Failure to do so shall result in the Contractor withholding 25% of amounts due the first tier subcontractor.

3. Insurance, Indemnity, Termination.

a. Insurance.

The Contractor shall maintain in force for the duration of this contract the insurance coverages specified below. Each policy required by these provisions shall be written as a primary policy, not contributing with or in excess of any coverage, which the City may carry. A copy of each policy or a certificate satisfactory to the City shall be delivered to the City prior to commencement of work.

Unless otherwise specified, each policy shall be written on an "occurrence" form with an admitted insurance carrier licensed to do business in the State of Oregon. Each policy shall contain an endorsement entitling the City to not less than 30 days prior written notice of any material change, nonrenewal or cancellation.

In the event statutory limits of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limit coverage requirements specified below, the City shall have the right to require the Contractor to increase the Contractor's coverages to the statutory limit for such claims, and to increase the aggregate coverage to twice the amount of the statutory limit.

The adequacy of all insurance required by these provisions shall be subject to approval by the City. Failure to maintain any insurance coverage required by this contract shall be cause for immediate termination by the City.

i) Comprehensive General Liability.

The Contractor shall maintain a broad form comprehensive general liability insurance policy with coverage of not less than \$2,000,000 combined single limit per occurrence, with aggregate of \$4,000,000. Coverage shall be for bodily injury, personal injury or property damage. Such policy shall contain a contractual liability endorsement to cover the Contractor's indemnification obligations under this contract. The policy shall also contain an endorsement naming the City, its officers, agents and employees as additional insureds, in a form satisfactory to the City, and expressly providing

that the interest of the City shall not be affected by the Contractor's breach of policy provisions.

ii) Comprehensive Automobile Liability.

The Contractor shall maintain a comprehensive automobile liability insurance policy with coverage of not less than \$2,000,000 combined single limit per occurrence, with aggregate of \$4,000,000 for bodily injury, personal injury or property damage. The coverage shall include both hired and non-owned auto liability. The policy shall also contain an endorsement naming the City, its officers, agents and employees as additional insureds, in a form satisfactory to the City, and expressly providing that the interest of the City shall not be affected by the Contractor's breach of policy provisions.

iii) Workers' Compensation Insurance.

The Contractor shall comply with the Oregon Workers' Compensation law by qualifying as a carrier insured employer or as a self-insured employer and shall strictly comply with all other applicable provisions of such law. The Contractor shall provide the City with such further assurances as the City may require from time to time that the Contractor is in compliance with these Workers' Compensation coverage requirements and the Workers' Compensation law.

b. Indemnification.

The Contractor shall indemnify and hold the City, and its officers, agents and employees, harmless from and against all claims, actions, liabilities, costs (including attorney fees) and other costs of defense, arising out of or in any way related to the Work, the Contractor's failure to comply strictly with any provision of this contract, or any other actions or failure to act by the Contractor and the Contractor's employees, agents, officers, representatives and subcontractors.

In the event any such action or claim is brought against the City, the Contractor shall, if the City so elects and upon tender by the City, defend the same at the Contractor's sole cost and expense, promptly satisfy any judgment adverse to the City or to the City and the Contractor jointly, and reimburse the City for any loss, cost,

damage, or expense, including attorney fees, suffered or incurred by the City.

c. Termination and Suspension.

The City may terminate this contract or suspend the work at any time for any reason considered by the City, in the exercise of its sole discretion, to be in the public interest.

In the event the Work's suspension is not the result of a labor dispute and this contract is not terminated, the Contractor shall be entitled to a reasonable extension of the time for completion, to be determined by the City, and shall be compensated for all actual verified costs incurred as a result of the suspension, plus the Contractor's standard overhead with respect to such costs.

In the event of a termination of this contract under these provisions, the Contractor shall be compensated for any preparatory work and actual, verified costs and expenses incurred as a result of the termination. In addition the Contractor shall be compensated for the Work performed on the basis of the Contract Sum in the case of any fully completed separate item or portion of the Work for which there is a separate or unit price, and with respect to any other portion of the Work shall be paid a percentage of the Contract Sum allocated to such other Work equal to the percentage of Work completed to the date of termination.

None of the foregoing provisions concerning compensation in the event of a suspension of Work or termination of this contract shall apply if such suspension or termination occurs as a result of the Contractor's violation of any Federal, State, or Local statutes, ordinances, rules or regulations, or as a result of any violation by the Contractor of the terms of this contract, including a determination by the City that the Contractor has not progressed satisfactorily with the Work in accordance with specifications.

4. Liquidated Damages.

Unless provided elsewhere in the Contract documents, liquidated damages in the amount of \$250.00 per calendar day shall apply for every day after the completion time limit that the project is not Substantially Complete.

Permitting the Contractor to continue and finish the work after the contract time or adjusted contract time has expired shall not be a waiver of any of the City's contract rights.

Payment of liquidated damages shall not release the Contractor from any obligations to complete the work nor constitute a waiver of the City's right to collect any additional damages that the City may sustain by failure of the Contractor to fulfill the contract. Liquidated damages shall be full and complete payment only for failure of the Contractor to complete the work on time. The amount of liquidated damages accrued may be deducted from payments due or to become due to the Contractor.

A contractor who has been assessed liquidated damages in a contract with the City shall be ineligible to bid on contracts from the City for a period of five (5) years from the date that the liquidated damages have been assessed.

5. Work Schedule.

The Contractor shall notify the City Engineer a minimum of 48 hours prior to commencing work. The Contractor shall perform all work in an expeditious manner, minimizing delays and inconvenience to local businesses and/or residents.

6. Existing Utilities.

The Contractor shall be responsible for checking actual utility locations in the field and checking with appropriate agencies that may have underground facilities within the project limits. The Contractor shall notify utility companies at least 2 business days, but not more than 10 business days before commencing any excavations. The excavator shall notify a utilities notifications system of the date, location, and depth of the proposed excavation and the type of work to be performed. Notifying a utilities notification system constitutes notice only to the participating members of that service. If no

utilities notification system is available, or if the owner of the underground facilities is not a member of a utilities notification system, the excavator shall give the same notice to each owner of underground facilities who is known to the excavator or who can be identified and contacted by the excavator.

7. Materials.

All materials shall be as specified in the Technical Specifications, plans, noted or other technical descriptions included herewith, unless otherwise noted. The City reserves the right to sample and test all material according to specification requirements cited in this contract.

8. Traffic Control.

Maintenance of traffic and traffic control through the work area shall be the responsibility of Contractor. If Contractor fails at any time during the project to provide adequate access for local traffic, the City may, at the discretion of the City Engineer, and giving the Contractor four (4) hours' notice, perform the necessary work to restore traffic and deduct the cost of such work from the contract price. The provisions for traffic control shall perform the necessary work to restore traffic and deduct the costs of such work from the contract price. The following provisions shall be made for traffic control:

- a. All work done under this contract in the City's right of way shall conform to the Manual on Uniform Traffic Control Devices for Streets and Highways, as currently modified by the Oregon Department of Transportation.
- b. The Contractor shall insure that during non-work hours, that on-call staff is available to maintain all traffic control devices for the project. Both the City Engineer and the Chief of Police will be provided up to date contact information on these people. Failure to comply with this provision will cause the Contractor to be billed for any services required to be provided by City forces to provide adequate protection to the traveling public during non-work hours.

- c. Traffic control and temporary protective and directional devices may be used outside the limits of the project when they have direct bearing on the work under contract.
- d. The Contractor shall consider at least the following factors in restricting traffic flow (consistent with notes above):
 - i) Emergency vehicle access.
 - ii) Sufficiency of traffic control personnel and devices.
 - iii) Prior warning to the public and residents.
 - iv) Notification to TriMet, School District, Post Office, garbage company, and City/County emergency dispatch agencies.
- e. At the pre-construction conference, the Contractor shall provide the name, address and telephone number of the individual responsible for project and construction traffic controls during non-working hours.
- f. The Contractor shall not interrupt access to any private driveway for more than three consecutive hours unless written permission has been given to the Contractor by the owner of the property affected. Advance notice of forty-eight hours shall be given by the Contractor to the affected landowners and residents.

9. Contractor's Use of Premises.

The Contractor shall exercise care to protect adjacent existing structures and property from damage. All debris and excess materials shall be removed and disposed at the direction of the City Engineer.

10. Control of Work.

All work done under this contract shall not be deemed complete until accepted by the City Engineer. The City Engineer shall decide any and all questions that may arise as to the quality and/or acceptability of the materials used and/or work performed. Final approval and acceptance of any and all work performed under this

contract shall be the responsibility of the City Engineer.

11. Contractor's Responsibility.

It is understood that the plans, specifications and other contract documents do not purport to control the method of preparing the work, but only the requirements as to the nature of the completed work. The Contractor assumes the entire responsibility for the method of performing and installing the work. Suggestions as to the method of performing and installing the work included in the contract documents shall be deemed advisory only and the feasibility of such methods, or the lack thereof, shall not affect the Contractor's liability or status as an independent Contractor under this contract.

12. Plans and Specifications.

If there is a conflict between contract documents, the document highest in precedence shall control. The precedence shall be:

- First: Permits as may be required by law
- Second: Contract Agreement
- Third: Bidder's Proposal
- Fourth: Technical Provisions (Technical Specifications and Drawings)
- Fifth: General Requirements, General Conditions, and Supplementary Conditions

Change orders, supplemental agreements, and approved revisions to plans and specifications will take precedence over documents listed above. Detailed plans shall have precedence over general plans as modified by the General Requirements and Technical Provisions applicable to this Project.

13. Control of Contractor Work.

It will be the direct responsibility of the Contractor to furnish every subcontractor a complete set of project plans and ensure that these plans are on the project site and in use when the subcontractor is performing that portion of the project.

The Contractor shall be responsible for any process control sampling, testing, measurement, and inspection needed to insure that the finished work complies with specifications. When density testing is required for assurance and/or

acceptance testing, the Contractor shall furnish and operate the nuclear gauge or shall retain an independent testing firm to perform the compaction testing. The testing shall be conducted under the observation of the engineer and performed on all surfaces regardless of density requirements unless otherwise directed by the engineer. All test results shall be provided in written report form to the engineer.

The Contractor shall give the attention necessary to keep the work progressing at a rate satisfactory to the engineer. The Contractor shall provide, at all times, a competent superintendent for all work on the project. The superintendent shall be readily accessible on a daily basis, have a set of plans, specifications, special provisions, and addenda, and be experienced in the type of work being performed. The superintendent shall have the authority to receive and carry out, without delay, the engineer's instructions and orders and to make arrangements for necessary materials, equipment, and labor.

The Contractor shall allow the engineer access at all times, during normal office hours, to books and records of the Contractor and the Contractor's subcontractors that pertain to the contract, and furnish the engineer facts necessary to determine actual cost of any part of all of the work. The engineer will consider a request for confidentiality to protect trade secrets.

If the engineer is not provided proper facilities by the Contractor for keeping strict accounting of cost, then the Contractor agrees to waive any claim for extra compensation.

Contractor shall schedule work Monday through Friday only. Contractor shall establish a standard daily work schedule for hours to begin and end work that is acceptable to the City.

Contractor shall not trespass on private property nor shall they use business or residential garden hoses or water faucets without the written approval of the property owner(s).

14. Protection of City Property.

It is the Contractor's responsibility to protect sidewalks, asphalt paving, concrete, trees,

shrubs, and any lawn areas at all times from work related damage of any type. Costs for cleaning, restoration or repair shall be borne by the Contractor, as the City may deem appropriate.

Should, during the course of Contractor's work, Contractor observe or suspect the presence of asbestos fiber, Contractor shall immediately stop work and notify the City of its findings. Should the project's schedule be delayed because of such findings, the Contractor will remove itself from the project and wait the City's order to return to work, at no penalty to the City.

Debris shall not be permitted to remain on site and shall be disposed daily and/or as directed by City.

It is the Contractor's responsibility to manage a safe work environment and Contractor shall take any means necessary to secure a safe work site for both the safety of all personnel and the public.

15. Contractor Identification.

Contractor shall furnish to City its taxpayer identification number as designated by the IRS.

16. Assignment.

Contractor shall not assign any rights acquired hereunder, without obtaining prior written approval from City.

17. Access to Records.

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

18. Ownership of Work Product; License.

All work products of Contractor 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 Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor 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 Contractor under this Agreement.

The parties expressly agree that all works produced 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. Contractor shall not publish, republish, display or otherwise use Work Products resulting from this Agreement without the prior written agreement of City.

19. Legal Expenses.

In the event legal action is brought by City or Contractor 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. Nonwaiver.

The failure of City to insist upon or enforce strict performance by Contractor 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.

26. Information and Reports.

Contractor 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. Contractor 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 may remain with Contractor. Copies as requested shall be provided free of cost to City.

27. 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.

PDX_DOCS:450175.1
03/23/23 8:59 AM

Page 103 of 140

2025 PAVEMENT MANAGEMENT PROGRAM (ITB# 202503-10013)				ENGINEER'S ESTIMATE		Hoss Paving		APPARENT LOW BIDDER S-2 Contractors	
SCHEDULE "D": ASPHALT CONCRETE REPLACEMENT									
ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Move-in, Bond, Insurance, Clean Up, All Streets	L.S.	All	\$ 25,000.00	\$ 25,000.00	\$ 6,600.00	\$ 6,600.00	\$ 6,733.00	\$ 6,733.00
2	Traffic Control (including temporary lane marking) and Public Notification, All Streets	L.S.	All	\$ 50,000.00	\$ 50,000.00	\$ 37,200.00	\$ 37,200.00	\$ 20,000.00	\$ 20,000.00
3	Utility Adjustments			\$ -	\$ -				
	A. Catch Basin	EA.	0	\$ -	\$ -				
	B. Cleanouts	EA.	0	\$ -	\$ -				
	C. Gas Valves	EA.	0	\$ -	\$ -				
	D. Manholes - GTE	EA.	0	\$ -	\$ -				
	E. Manholes - Standard	EA.	0	\$ -	\$ -				
	F. Water Valves	EA.	0	\$ -	\$ -				
4	Survey Monument Boxes			\$ -	\$ -				
	A. Adjust Survey Monument Box	EA.	0	\$ -	\$ -				
	B. New Survey Monument Box	EA.	0	\$ -	\$ -				
5	Asphalt Concrete Removal and Preparation	S.Y.	1009.6	\$ 52.00	\$ 52,499.20	\$ 36.90	\$ 37,254.24	\$ 45.00	\$ 45,432.00
6	Asphalt Concrete Replacement	TON	310.5	\$ 195.00	\$ 60,547.50	\$ 288.00	\$ 89,424.00	\$ 182.50	\$ 56,666.25
7	Install/Replace Pavement Markings per Manual			\$ -	\$ -				
	of Uniform Traffic Control Devices			\$ -	\$ -				
	A. Arrows, Left Turn, Thermoplastic	EA.	0	\$ -	\$ -				
	B. Arrows, Right Turn, Thermoplastic	EA.	0	\$ -	\$ -				
	C. Arrows, Right Turn/Thru, Thermoplastic	EA.	0	\$ -	\$ -				
	D. Pavement Legend, "R/R XING", Thermoplastic	EA.	0	\$ -	\$ -				
	E. Pavement Legend, Bike, Thermoplastic	EA.	0	\$ -	\$ -				
	F. Reflective Raised Pavement Markers, Bidirectional, Blue	EA.	0	\$ -	\$ -				
	G. Reflective Raised Pavement Markers, Bidirectional, White	EA.	0	\$ -	\$ -				
	H. Reflective Raised Pavement Markers, Bidirectional, Yellow	EA.	1	\$ 10.00	\$ 10.00	\$ 20.00	\$ 20.00	\$ 400.00	\$ 400.00
	I. Striping, White, 4", Thermoplastic	L.F.	0	\$ -	\$ -				
	J. Striping, White, 8", Thermoplastic	L.F.	131	\$ -	\$ -	\$ 33.60	\$ 4,401.60	\$ 20.00	\$ 2,620.00
	K. Striping, White, 12", Thermoplastic	L.F.	10	\$ 15.00	\$ 150.00	\$ 100.00	\$ 1,000.00	\$ 56.00	\$ 560.00
	L. Striping, Yellow, 4", Thermoplastic	L.F.	38	\$ 2.00	\$ 76.00	\$ 39.50	\$ 1,501.00	\$ 39.00	\$ 1,482.00
8	Shoulder Rock, 3/4"-0"	TON	0	\$ -	\$ -				
9	Concrete Standard Curb	L.F.	0	\$ -	\$ -				
10	Concrete Curb and Gutter	L.F.	0	\$ -	\$ -				
11	Concrete Ribbon Gutter	L.F.	0	\$ -	\$ -				

City of Oregon City

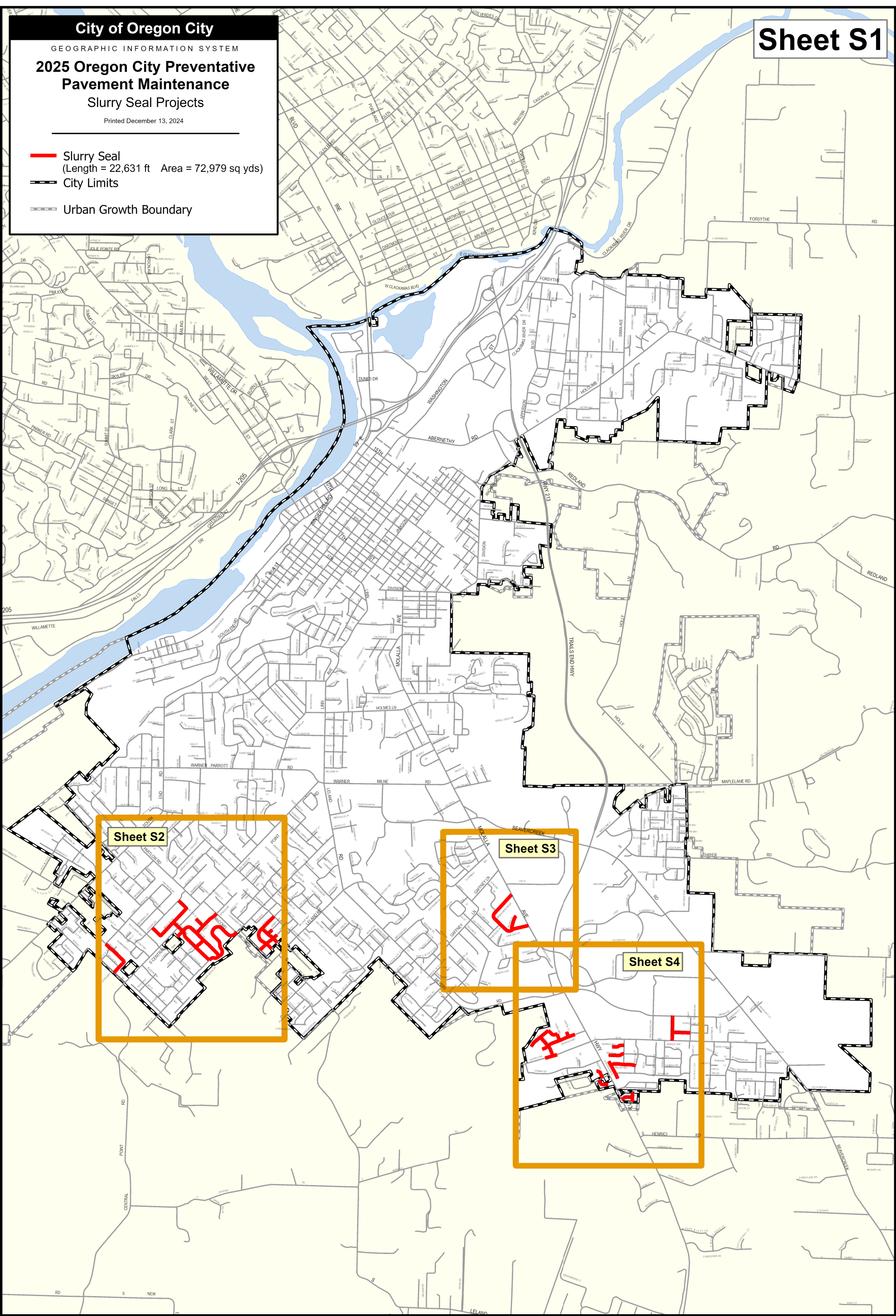
GEOGRAPHIC INFORMATION SYSTEM

2025 Oregon City Preventative
Pavement Maintenance
Slurry Seal Projects

Printed December 13, 2024

- Slurry Seal
(Length = 22,631 ft Area = 72,979 sq yds)
- City Limits
- Urban Growth Boundary

Sheet S1



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



0 0.25 0.5 1 Miles

0 1,000 2,000 4,000 6,000 Feet

Please recycle with colored office grade paper.

City of Oregon City
P.O. Box 3040
625 Center St
Oregon City, OR 97045
503-657-0891 phone
503-657-6629 fax
www.orcity.org





CITY OF OREGON CITY

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

Staff Report

To: City Commission
From: Matt Zook, Finance Director

Agenda Date: May 7, 2025

SUBJECT:

Item 7.f. - Intergovernmental Agreement with Clackamas County for Supportive Services Community Court Grant

STAFF RECOMMENDATION:

Approve the IGA with Clackamas County for Supportive Services Community Court Grant

EXECUTIVE SUMMARY:

The City of Oregon City is seeking to create a Supportive Services Community Court (SSCC) specializing in strengths-based, client-centered support and services for homeless and housing-insecure participants. Oregon City SSCC will enhance community trust and quality of life by promoting participant accountability and providing links to individualized services with the goal of reducing recidivism. The City will receive funding from Clackamas County in the amount of \$919,079.30, which are the result of the Metro supportive housing services taxes that went into effect in 2021. The SSCC will be managed through the Oregon City Municipal Court as a localized and community-driven approach to address certain low-level criminal offenses committed in Oregon City that arise from chronic and short-term homelessness and racial disparity. This is a three-year, limited-duration program funded solely by this Clackamas County grant.

BACKGROUND:

Clackamas County released a Notice of Funding Opportunity (NOFO) in December 2023 for city-led homelessness initiatives. The County received more than \$30 million in requests submitted by eleven cities in dozens of distinct proposals. In April 2024, Clackamas County Board of Commissioners approved funding in the total amount of more than \$7.2 million over three years. The Oregon City SSCC was a part of this package in the amount referenced above.

A person who qualifies for the program would be referred to the Oregon City SSCC and would be linked with services and programs to get them housing-ready, leading to them entering housing and having their pending charges dismissed. Crucial to the program is an ongoing or consistent source of funding. The SHCC would provide comprehensive community-based services for participants to resolve matters often resulting from conditions of homelessness and poverty.

Mission – The mission of the Oregon City SSCC will be to enhance community trust and quality of life by promoting participant accountability and providing links to individualized services with the goal of achieving stable housing. The SSCC will develop goals and objectives to ensure that

the mission is met. A model is outlined in Table 1.

Clackamas County released a Notice of Funding Opportunity (NOFO) in December 2023 for city-led homelessness initiatives. The County received more than \$30 million in requests submitted by eleven cities in dozens of distinct proposals. In April 2024, Clackamas County Board of Commissioners approved funding in the total amount of more than \$7.2 million over three years. The Oregon City SSCC was a part of this package in the amount referenced above.

A person who qualifies for the program would be referred to the Oregon City SSCC and would be linked with services and programs to get them housing-ready, leading to them entering housing and having their pending charges dismissed. Crucial to the program is an ongoing or consistent source of funding. The SHCC would provide comprehensive community-based services for participants to resolve matters often resulting from conditions of homelessness and poverty.

Mission – The mission of the Oregon City SSCC will be to enhance community trust and quality of life by promoting participant accountability and providing links to individualized services with the goal of achieving stable housing. The SSCC will develop goals and objectives to ensure that the mission is met. A model is outlined in Table 1.

Table 1: Goals and Objectives of the SHCC

Goals	Objectives
Improve safety and the quality of life for all community members in Oregon City.	Immediacy Reduce time from citation/arrest to first appearance and from first appearance to engagement in the program and access to services. Participants will have a voice throughout the community court process. All interactions will work toward participant success.
Reduce reoffending by achieving stable housing for participants.	Accountability Court operations staff, attorneys, and judge will assist participants with responsible program participation through an individualized service plan and problem-solve with participants on any obstacle they may face in order to achieve stable housing.
Increase efficiency	Partnership and Collaboration Build a network of community partners, including government and community-based organizations, who are essential to participant success.
Enhance trust of the community in the justice system	Problem-Solving Focus Use evidence-based practices to determine the most appropriate level of supervision by identifying participants' risk of reoffending and individual needs.

I would like to recognize the work of Judge Amy Lindgren, Court Administrator Wanda Shell, City Manager Tony Konkol, Assistant City Manager Alex Rains, and Police Chief Shaun Davis for their hard work and contribution toward a successful grant proposal and award.

OPTIONS:

1. Approve Intergovernmental Agreement with Clackamas County for Supportive Services Community Court Grant.
2. Approve Intergovernmental Agreement with Clackamas County for Supportive Services Community Court Grant with Amendments.
3. Deny Intergovernmental Agreement with Clackamas County for Supportive Services Community Court Grant and provide further direction.

BUDGET IMPACT:

Amount	\$919,079.30
Fiscal Year(s):	FY 2026-2028
Funding Source(s):	100% County Grant and included in the Proposed 2026-2027 Biennial Budget

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND CITY OF OREGON CITY
#11918**

THIS AGREEMENT (this “Agreement”) is entered into and between Clackamas County (“County”), a political subdivision of the State of Oregon, and the City of Oregon City (“Agency”), a unit of local government, collectively referred to as the “Parties” and each a “Party.”

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

- A. In working to improve coordination and collaboration, increase geographical distribution of services and support local leaders in tailoring approaches to addressing housing insecurity and homelessness that best suit their communities, the County released a Notice of Funding Opportunity for city-led homelessness initiatives.
- B. The funding opportunity is to spur creativity and innovation at the city level, empowering local leaders to supplement the often highly effective but under-resourced local efforts to meet the needs of very low-income households.
- C. Proposed city-led initiatives were to have a clearly articulated connection to the needs of low- and extremely low income households experiencing housing instability or homelessness and support the County’s recovery-oriented system of care.
- D. The County received more than \$30 million in requests submitted by eleven cities in dozens of distinct proposals.
- E. Proposals were reviewed for:
 - a) Clear alignment with County goals and priorities for its recovery-oriented homeless services system of care.
 - b) Being additive to the system, consistent with the requirement that Supportive Housing Services investments supplement, not supplant, existing investments.
 - c) Leveraging connection points to broader recovery-oriented system of care.
 - d) Having a duration not longer than three years, recognizing that the Notice of Funding Opportunity was for one-time and limited-term investments.
- F. On April 3, 2024, the Clackamas County Board of Commissioners approved of staff funding recommendations for proposals submitted in response to the Notice of Funding Opportunity for city-led homeless services initiatives.

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

TERMS

1. **Term.** This Agreement shall be effective upon execution, and shall expire on June 30, 2028, unless otherwise extended by agreement of the Parties. Agency may seek reimbursement for eligible expenses under this Agreement during the period between the date of Agreement execution and June 30, 2028, subject to the additional terms and conditions set forth in this Agreement.

2. **Scope of Work.** Agency agrees to provide the services further described in Exhibit A (the “Program”), attached hereto and incorporated by this reference herein. The Program will be provided solely within Metro jurisdictional boundaries.
3. **Funding.** The maximum amount County may pay Agency is Nine Hundred Nineteen Thousand Seventy-Nine Dollars and Thirty Cents (\$919,079.30) (the “Funds”). Funds will be distributed on a reimbursement basis in accordance with the budget set forth in Exhibit B. Agency shall use the funds awarded under this Agreement solely for reimbursement of eligible expenses incurred in performing the Program, as further set forth in Exhibit A.

Budget line items within categories may be changed with written agreement by both parties. County may approve, in writing, adjustments to other budget line-item amounts provided the maximum Agreement amount is not exceeded.

County may, in its sole discretion, advance Agency an amount not to exceed one-sixth (1/6) of the Agreement amount from the time of Agreement execution until June 30, 2026 (the “First Advance”); and one sixth (1/6) of the remaining Agreement amount from July 1, 2026 through the end of the term of the Agreement (the “Second Advance”) (inclusive of both possible advances, the “Advanced Funds”). Agency may only use the Advanced Funds from the First Advance for purposes of paying Agency’s eligible expenses incurred between the effective date of the Agreement and when Agency’s first monthly invoice is submitted and paid. Advanced Funds from the First Advance may continue to be used to pay Agency’s eligible expenses incurred from the effective date of the Agreement through March 2026 on a rolling thirty-day (30) basis to ensure Agency may perform the Work prior to County paying Agency’s monthly invoices. However, Agency shall continue to invoice County during the effective date through March 2026 time period for eligible expenses incurred on a monthly basis, in accordance with the terms and conditions of the Agreement, with the Advanced Funds being used to cover Agency’s eligible expenses prior to when County reviews, approves, and pays Agency’s monthly invoices.

Agency shall separately account for use of the Advanced Funds on a monthly basis. The parties intend that, as of April of 2026, the Agency shall have enough Advanced Funds remaining to cover a substantial portion of the costs for remaining Work of that fiscal year, up to June 30, 2026. As such, starting in April of 2026, in lieu of an invoice, Agency shall submit a monthly reconciliation statement of expenses incurred against the Advanced Funds. The reconciliation statement shall include the same information and supporting documentation as an invoice submitted pursuant to Article I, Section 4 of the Agreement. The reconciliation statement shall document, to County’s satisfaction, which shall be determined in its sole discretion, how the Advanced Funds were spent down on a monthly basis, including reimbursing Agency for Work performed for each remaining months of that fiscal year (April through June 2026). A Second Advance of one-sixth (1/6) of the Agreement amount budgeted for July 1, 2026 through the end of the Agreement term may be advanced, at County’s sole discretion, on or after July 1, 2026, in accordance with the above terms for the First Advance.

For the month of the fiscal year when advanced funds are fully spent down, which is anticipated to be May or June 2026 for First Advance and 2027 for Second Advance, Agency shall submit a final reconciliation statement that details the use of the remaining Advanced Funds, if any. If the Advanced Funds do not fully cover eligible Work performed by Agency, Agency shall submit an invoice for the remaining amounts owed. The invoice amount shall be reduced by the remaining Advanced Funds.

If there are any Advanced Funds remaining after the final reconciliation statement is submitted and no further amounts are owed to Agency for Work performed, or if the Agreement is terminated prior to expiration of its term for any reason, the remaining Advanced Funds must be returned to County within ten (10) business days of the termination date of the Agreement.

Prior to County advancing the Agency the Advanced Funds, Agency must submit a written advance request, in a form acceptable to the County, that details the amount of the Advanced Funds requested, the specific purposes for which the Advanced Funds will be used, and such other information as the County may require.

If the request for Advanced Funds is approved by the County, County will issue payment of the Advanced Funds within 30 days of approval.

Payment of Advanced Funds does not increase the maximum compensation amount set forth above. Agency shall not submit invoices for, and County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above.

The Advanced Funds are not intended to be used to expand the Work beyond the eligible expenses incurred for the thirty-day period.

Agency's use of Advanced Funds for any purpose not expressly permitted by this Agreement, or failure to return Advanced Funds in accordance with the provisions above, constitutes a misuse and is a breach of the Agreement. Upon such breach, and in addition to any other right or remedy provided at law, in equity, or in this Contract, County may require Agency to immediately repay all or a portion of the Advanced Funds, terminate the Agreement, and/or reduce any pending invoice for work performed by the amount of misused Advanced Funds.

4. **Payment.** Unless otherwise specified, the Agency shall submit monthly requests for reimbursement, on a form provided by County. A request for reimbursement must include a description of work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. Payments shall be made to Agency following the County's review and approval of the requests for reimbursement submitted by Agency. Agency shall not submit requests for reimbursement for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. Agency's failure to provide County information reasonably necessary for County to review a request for reimbursement for compliance with this Agreement may result in the County withholding payment and requiring Agency provide additional information. The County shall notify the Agency in writing what additional information is required and provide 30 days for the Agency to respond. If the Agency does not respond in 30 days, the County may treat this Agreement as if in default and pursue any and all rights and remedies available to the County at law, in equity, or under this Agreement.

Invoices shall reference the above Contract Number and be submitted to: HCDD-AP@Clackamas.us

5. **Representations and Warranties.**

- a) *Agency Representations and Warranties:* Agency represents and warrants to County that Agency has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms.

- b) *County Representations and Warranties*: County represents and warrants to Agency that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
- c) The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. **Termination.**

- a) Either the County or the Agency may terminate this Agreement at any time upon ninety (90) days written notice to the other party. In the event a Party terminates this Agreement under this Section 6, Agency shall immediately return all unspent funds to the County.
- b) Either the County or the Agency may terminate this Agreement in the event of a default of the Agreement by the other, as defined below. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within thirty (30) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such thirty (30) day period, this provision shall be complied with if the breaching Party begins correction of the default within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period. Upon termination for Agency's breach, County shall have all remedies available to it at law, in equity, or under this Agreement including, but not limited to, requiring Agency to return all unspent funds and to repay County for any funds used by Agency in violation of this Agreement.
- c) The County or the Agency shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- d) The County may terminate this Agreement in the event the County fails to receive expenditure authority sufficient to allow the County, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that performance by County is prohibited.
- e) Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

7. **Default.**

- a) **Agency's Default.** Agency will be in default under this Agreement upon the occurrence of the following:
 - i. Agency fails to use the Funds for eligible purposes described in Exhibit A;
 - ii. Any representation, warranty or statement made by Agency in this Agreement or in any documents or reports relied upon by County to measure the Program, the expenditure of the Funds, or the performance by Agency is untrue in any material respect when made;

- iii. After thirty (30) days' written notice with an opportunity to cure, Agency fails to comply with any term or condition set forth in this Agreement;
- iv. A petition, proceeding, or case is filed by or against Agency under federal or state bankruptcy, insolvency, receivership, or other law.

- b) **County's Default.** County will be in default under this Agreement if, after thirty (30) days' notice and opportunity to cure, County fails to perform a material obligation under this Agreement provided, however, that failure to disburse Funds due to non-default termination, including lack of appropriation, shall not constitute a default of County.

8. Remedies.

- a) **County's Remedies.** In the event of Agency's default, County may, at its option, pursue any or all remedies available to it under this Agreement, at law, or in equity including, but not limited to: (1) withholding Agency additional Funds until compliance is met; (2) reclaiming Funds in the case of omissions or misrepresentations in financial or programmatic reporting; (3) requiring repayment of any Funds used by Agency in violation of this Agreement; (4) termination of this Agreement; (5) declaring Agency ineligible for receipt of future awards from County; (6) initiation of an action or proceeding for damages, declaratory, or injunctive relief.
- b) **Agency's Remedies:** In the event County is in default, and whether or not Agency elects to terminate this Agreement, Agency's sole remedy for County's default, subject to the limits of applicable law or in this Agreement, is reimbursement for eligible costs incurred in accordance with this Agreement, less any claims County may have against Agency. In no event will County be liable to Agency for expenses related to termination of this Agreement or for any indirect, incidental, consequential or special damages.

9. Indemnification.

- a) **Indemnification and Defense of County.** Agency shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Agency, its subcontractors, agents, or employees. The Agency agrees to indemnify, hold harmless and defend Clackamas County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Agency or the Agency's employees, subcontractors, or agents.

However, neither Agency nor any attorney engaged by Agency shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Agency settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.

- b) **Indemnification and Defense of Metro.** The Agency agrees to indemnify, defend, save and hold harmless Metro Regional Government ("Metro"), and its officers, elected officials,

agents and employees from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Agency's acts or omissions in performing under this Agreement. However, neither Agency's nor any attorney engaged by Agency shall defend the claim in the name of Metro, nor purport to act as legal representative of Metro, without first receiving from the Metro attorney's office authority to act as legal counsel for Metro, nor shall Agency settle any claim on behalf of Metro without the approval of the Metro attorney's office. Metro may, at its election and expense, assume its own defense and settlement.

10. **Insurance.** The parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law. Both parties agree to name the other as an additional insured under their self-insurance policies.
11. **Notices; Contacts.** Any notice provided under this Agreement shall be delivered by email or by first class US mail to the individuals identified below. Any communication or notice mailed by first class US mail shall be deemed to be given three days after the date it is sent. Any communication or notice sent by electronic mail is deemed to be received on the date sent, unless the sender receives an automated message or other indication that the email has not been delivered. Either Party may change the Party contact information, or the invoice or payment addresses, by giving prior written notice to the other Party.

Vahid Brown or their designee will act as liaison for the County.

Contact Information:

Housing and Community Development Division Administrator:
Vahid Brown
Email: vbrown@clackamas.us
Phone: (971) 334-9870

Copy to:
County Counsel
2051 Kaen Road, 4th Floor
Oregon City, OR 97045

City Manager's Office Grant Project Manager or their designee will act as liaison for the Agency.

Contact Information:

Tony Konkol, City Manager Email: tkonkol@orccity.org
Phone: 503-496-1504

Copy to:

Alex Rains, Assistant City Manager
Email: arains@orccity.org
Phone: 503-496-1506

12. **Monitoring.** Agency agrees to allow access to conduct financial and performance audits for the purpose of monitoring use of the Funds in accordance with Generally Accepted Auditing Standards (“GAAS”). County, and its duly authorized representatives, shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of Agency that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. County’s access to such records shall be consistent with all applicable federal, state, and local privacy and security laws. Agency also agrees to provide reasonable access to Agency’s employees for the purpose of monitoring. Audits may be performed onsite or offsite, at the County’s discretion. If any audit or financial review finds that payments to Agency were in excess of the amount to which Agency was entitled, then Agency shall repay that amount to County. Agency agrees to allow County access to conduct site visits and inspections of financial records for the purpose of monitoring. Depending on the outcomes of the financial monitoring processes, this Agreement shall either (a) continue pursuant to the original terms, (b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by County, or (c) be de-obligated and terminated.
13. **Reporting.** Reporting will include a summarization of the various data points identified in Exhibit A.
14. **Financial Management.** Agency shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all uses of the Funds.
15. **Period of Availability.** Agency may charge to the award only allowable costs resulting from obligations incurred during the funding period in accordance with Section 3 of this Agreement.
16. **Closeout.** County will closeout this Agreement when County determines that all applicable administrative actions and all required work have been completed by Agency. Agency must liquidate all obligations incurred under this award and must submit all financial, performance, and other reports as required by County, no later than 90 calendar days after the end date of this Agreement.
17. **General Provisions.**
 - a) **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Agency, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.

- b) **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- c) **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- d) **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- e) **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- f) **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Program. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- g) **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- h) **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- i) **No Third-Party Beneficiary.** Agency and County 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, 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.

- j) **Subcontract and Assignment.** Agency shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. County's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
- k) **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- l) **Survival.** All provisions in Sections 5, 6, 8, 9, and 17 (A), (C), (D), (E), (F), (G), (H), (I), (L), (O), and (Q), shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- m) **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- n) **Time is of the Essence.** Agency agrees that time is of the essence in the performance this Agreement.
- o) **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- p) **Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- q) **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

Signature Page Follows

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

Clackamas County

City of Oregon City

Chair, Board of County Commissioners

Tony Konkol, City Manager, Oregon City

Date

Date

Approved as to Form:

County Counsel

Date

EXHIBIT A
Program
City of Oregon City – City-Led Homelessness Initiatives Program Design

1 Supportive Services Community Court (SSCC):

Oregon City Municipal Court will create a community court specializing in strengths- based, client-centered support and services for homeless and housing-insecure participants. A person who qualifies will be referred to the Oregon City SSCC and be linked with services and programs to work toward court supported, self-identified goals which include, but are not limited to, creation of a 211 log, obtaining identification, signing up for Oregon Health Plan, food stamps, completion of a Coordinated Housing Access (CHA) assessment, and staying connected to an Outreach Worker/Peer Support Specialist. When the participant successfully graduates their pending charges will be dismissed, although a small percentage of participants may be placed on probation with no dismissal.

Oregon City SSCC will enhance community trust and quality of life by promoting participant accountability and providing links to individualized services with the goal of reducing recidivism.

Table 1: Model Goals and Objectives of the SSCC

Goals	Objectives
Improve safety and the quality of life for all community members in Oregon City.	Immediacy reduce time from citation/arrest to first appearance and from first appearance to engagement in the program and access to services. Participants will have a voice throughout the community court process. All interactions will work toward participant success.
Reduce reoffending by connecting to and engaging with supportive services.	Accountability court operations staff, attorneys, judge, and community partners will assist participants with responsible program participation through a deferred sentence agreement based on court- supported, self-identified goals problem-solve with participants on any obstacle they may face in order to achieve stable housing.
Increase efficiency	Partnership and collaboration and build a network of community partners, including government and community-based organizations, who are essential to participant success.
Enhance trust of the community in the justice system	Problem-Solving Focus use evidence-based practices to determine the most appropriate level of supervision by identifying participants' risk of reoffending and individual needs.

Milestones

MILESTONES

Four Month Milestone: • Hire and train SSCC Manager and defense attorney • Purchase and begin implementation of software
Six Month Milestone: • Meet with stakeholders and community interest groups to collaborate and achieve buy-in and consensus with program and address underlying community concerns • Examine local resources based on potential participant needs, collaborate with service providers, and establish Memorandum of Understanding (MOU) with local service providers that include services for mental health, substance abuse, housing services, and employment programs • Identify and create space for program location
Nine Month Milestone • Develop measures for success that include data sharing • Establish Risk-Needs Assessment tools, policies, procedures and court forms for program • Attend trainings and create network of similar community court observe other community court • Identify potential participants • Hire and train LoveOne outreach worker/peer support specialists
Twelve Month Milestone • Launch SSCC Program

Target Population, Referral, and Program Eligibility

Target Population and Referrals: Participation in the SSCC would be limited to low-level offenders charged with public nuisance offenses in the Oregon City Municipal Court. Anyone arrested or cited to the Oregon City Municipal Court, as noted above, would be cited to appear within a few days for an initial appearance into community court.

Eligibility: Eligible offenses would include, but are not limited to, criminal trespass, theft, disorderly conduct, criminal mischief, city ordinance offenses involving public health and welfare that are committed by people suffering from housing instability or homelessness. Additionally, participants must meet the criteria for one of the following categories:

1. Extremely low-income, AND have one or more disabling conditions such as mental illness, chronic medical conditions, or addiction; AND are experiencing or at imminent risk of experiencing long-term OR frequent episodes of literal homelessness
2. Experiencing homelessness OR have substantial risk of experiencing homelessness

Any offense that requires restitution or has an objection from a named victim will be excluded.

Data Collection and Reporting

The Oregon City SSCC will gauge its success over time in meeting its mission. To this end, the program will collect data which it will use to streamline the decision making on treatment needs and monitoring of participants and program evaluation as well as its funding needs.

The data will be collected by using the Court's current case management system and Microsoft Office products. Data collection is the responsibility of the court's manager and will be submitted to the County on a quarterly basis.

Data collected and included in quarterly reporting:

- 1 Completion of agreement: by offense and individuals
- 2 Number of social service program referrals: by agency and individual
- 3 Number of citations; by offense and individuals
- 4 Number of opt outs; by individuals
- 5 Opt in rate
- 6 Number of times the Judge is changing the case plan at entry
- 7 Average days from incident to entry into the program
- 8 Warrants issued divided by total events
- 9 Number of walk in referrals

Exhibit B Budget

	(D)			
Program Budget Proposal (beginning FY24-25)	Updated Request			
Organization: City of Oregon City - Court Department				
Project Name: City-led Homeless Services Proposal				
PERSONNEL – Identified personnel and total costs of staff salaries and wages, excluding benefits.	Year 1	Year 2	Year 3	TOTAL GRANT COST
Salary and wages beginning FY24-25 (COLA increase expected 5% each year thereafter)				
Court Manager (full time)	87,348.00	91,715.00	96,301.00	275,364.00
Court Records Specialist (half time)	28,896.00	30,341.00	31,858.00	91,095.00
TOTAL PERSONNEL	116,244.00	122,056.00	128,159.00	366,459.00
FRINGE BENEFITS *Approximate. Actual depends on employee elections and insurance % rate increases. Rate increase is estimated at 5% per year.	Year 1	Year 2	Year 3	TOTAL GRANT COST
Medical* approximately 23.8% of salary	27,666.07	29,049.00	30,501.00	87,216.07
Retirement* approximately 27.4% of salary	31,850.86	33,443.00	35,115.00	100,408.86
Dental* approximately 2.2% of salary	2,557.37	2,685.00	2,819.00	8,061.37
TOTAL FRINGE	62,074.30	65,177.00	68,435.00	195,686.30
CONTRACTED SERVICES *estimated 5% increase per year.	Year 1	Year 2	Year 3	TOTAL GRANT COST
Municipal Judge	14,400.00	15,120.00	15,876.00	45,396.00
Prosecutor	12,000.00	12,600.00	13,230.00	37,830.00
Defense Attorney	24,000.00	25,200.00	26,460.00	75,660.00
Bailiff	3,936.00	4,133.00	4,340.00	12,409.00
Peer Support Specialists (2 from Love One)	0.00	0.00	0.00	0.00
TOTAL CONTRACTED SERVICES	54,336.00	57,053.00	59,906.00	171,295.00
TRAVEL and TRAINING *estimated 5% increase per year.	Year 1	Year 2	Year 3	TOTAL GRANT COST
Fuel & mileage expenses	7,200.00	7,560.00	7,938.00	22,698.00
Training expenses (7 people)	21,000.00	22,050.00	23,153.00	66,203.00
TOTAL TRAVEL	28,200.00	29,610.00	31,091.00	88,901.00
EQUIPMENT *estimated 5% increase per year.	Year 1	Year 2	Year 3	TOTAL GRANT COST
Mobile Data Computer + dockingstation, monitors, mobile radio, additional office equipment.	9,800.00	0.00	0.00	9,800.00
Vehicle	0.00	0.00	0.00	0.00
Vehicle maintenance + tires	0.00	0.00	0.00	0.00
TOTAL EQUIPMENT	9,800.00	0.00	0.00	9,800.00
SOFTWARE and SUPPLIES *estimated 5% increase per year.	Year 1	Year 2	Year 3	TOTAL GRANT COST
City-supplied cell phone + MCD Data Card	250.00	263.00	276.00	789.00
Virtual Court Software from Tyler Tech	3,600.00	3,780.00	3,969.00	11,349.00
Flex funds for Incentives	0.00	0.00	0.00	-
Supplies	4,000.00	4,200.00	4,410.00	12,610.00
TOTAL SUPPLIES	7,850.00	8,243.00	8,655.00	24,748.00
ADMINISTRATIVE COSTS	Year 1	Year 2	Year 3	TOTAL GRANT COST
Administrative costs (10% annually)	0.00	0.00	0.00	0.00
TOTAL DIRECT CHARGES (Sum of all TOTAL Expenses rows above (e.g. Travel, Equipment, etc.)	278,504.30	282,139.00	296,246.00	856,889.30
		Research and Evaluation Services		62,190.00
		Final Request		919,079.30



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** May 7, 2025
From: Dayna Webb, Public Works Director

SUBJECT:

Item 9.a. - Sanitary Sewer Infrastructure Rehabilitation within City Charter Parks

STAFF RECOMMENDATION:

Staff requests that City Commission provide direction on how to proceed with Sanitary Sewer Inflow & Infiltration Reduction Program work within City Charter Parks.

EXECUTIVE SUMMARY:

The City's 2014 Sanitary Sewer Master Plan calls for an Inflow & Infiltration (I & I) Removal Program – to reduce surface and subsurface water that is entering the sanitary sewer collection system. The I & I Program Management has been in operation since May 2022, accomplishing much since that time. Staff requests direction on how to proceed with program work within City Charter Parks.

BACKGROUND:

Inflow and infiltration (I&I) are when stormwater and groundwater get into the sanitary sewer system. The City has an Inflow & Infiltration Reduction Program to rehabilitate the sewer system. The sources of I&I are:

- Inflow comes from stormwater collectors (catch basins, roof gutters, etc.) that were connected to the sanitary sewer system.
- Infiltration comes from groundwater permeating into breaks and cracks in sewer pipes, public and private laterals, and manholes.

Routine maintenance and replacement of these systems is unclear – the age of these existing facilities varies widely – some were built after the park was established (but prior to charter protections) while others pre-date the park's establishment. Age relative to Chapter X's adoption date (November 1970) also varies. Public Works wishes to clarify the rights of the City or others (i.e. tenants) to perform various types of common repair/replacement activities.

All construction methods, regardless of the amount or lack of required excavation, come with temporary construction impacts to the surface. Construction vehicles tend to damage existing lawn or landscaping as they're being driven over, and especially remote installations may require the contractor to clear vegetation and grade a temporary construction access to perform the work. Most of these sanitary sewer installations are relatively far from the nearest paved access, and a significant portion of these existing facilities are within

moderately or heavily vegetated areas that would prove difficult to access without clearing brush or small (<6" diameter at breast height) trees. If authorized to move forward with maintenance and replacement of sewer infrastructure located within Charter Parks, the project team will work in close collaboration with the Park Department on any surface restoration, and any tree impacts.

The attached legal memo, prepared by Deputy City Attorney, Carrie Richter provides the legal background and analysis of the City Charter. Additionally, it provides options for moving forward.

OPTIONS:

Options are provided in the legal memo.

BUDGET IMPACT:

Amount	\$ Unknown
Fiscal Year(s):	N/A
Funding Source(s):	Wastewater Fund



MEMORANDUM

TO: Carrie Richter, Bateman Seidel, Assistant City Attorney
CC: Dayna Webb, PE, Public Works Director
FROM: Kenneth Cannady-Shultz, MS, PE, Project Engineer
DATE: April 4, 2025
SUBJECT: Summary of Potential Sanitary Sewer Impacts in City Parks

I've reviewed all 20 parks that have been granted charter protection since the adoption of Chapter X of the Oregon City Charter in 1970. The first new charter park was declared in 2018 and the most recent addition was the Ermatinger House in 2023. To my knowledge, no new charter parks have been designated "natural parks." The attached table summarizes the results of my research.

Laterals serving park facilities (primarily bathrooms, though the Pioneer Center, Mountain View Cemetery, Waterboard Park, and the Ermatinger House all have more expansive park facilities on site) are likely considered park facilities themselves, but I included them for completeness since none of the adopting ordinances contain any information concerning existing recreational facilities on these sites, making it difficult to distinguish utilities serving park facilities from other utilities without detailed knowledge of the area's infrastructure. *GIS data should not be trusted to accurately identify what utilities serve what sites without detailed cross-referencing with available as-built drawings* (I reviewed available as-builts for the parks and nearby areas as part of my research).

Three parks (Wesley Lynn Park, Mountain View Cemetery, and Singer Creek Park) have laterals serving non-park facilities within them, and two parks (Hillendale and Barclay Hills) have sewer mains (both buried pipes and manholes) within them. The sewer mains and manholes within Hillendale Park arguably only serve park facilities, but they are still part of the public sewer system and not the park's sanitary sewage system so their status relative to Chapter X is unclear without legal review.

Routine maintenance and replacements of these systems is unclear – the age of these existing facilities vary widely – some were built after the park was established (but prior to charter protections) while others pre-date the park's establishment. Age relative to Chapter X's adoption date (November 1970) also varies. Public Works wishes to clarify the rights of the City or others (i.e. tenants) to perform various types of common repair/replacement activities, as described below:

1. **Trenchless Lateral Rehabilitation (i.e. CIPP liners):** generally, it doesn't require excavation, though cleanouts may need to be installed (see 4) if they are not already present.
2. **Low-Trench Lateral Rehabilitation (i.e. pipe bursting):** small and limited excavations at both ends of the lateral. Depending upon the specific alignment of the lateral, only one of the "pits" needs to be in the park, and laterals tend to be shallow next to structures.
3. **Lateral Replacement (i.e. trench installation or boring):** if the existing lateral isn't suitable for rehabilitation (see 1 & 2) then the pipe either has to be bored into place (same general impacts as 2) or installed in an open trench. Trenches tend to be ~3 to 5 feet wide for the full length of the lateral (new or existing alignment) and can get quite deep. Bores are only suitable for laterals being laid at a significant slope in suitable soil.
4. **Lateral Access for Repair/Assessment (cleanout):** typically installed close to the building served by the lateral, as well as every 100 feet along longer laterals. Traditional installation calls for a small trench down to the lateral, but Vac-a-tee installations can limit the actual ground disturbance footprint to ~1 square foot.
5. **Trenchless Mainline Rehabilitation (i.e. CIPP lining):** similar to 1, though typically all the access points (manholes or mainline cleanouts) are already present.
6. **Low-Trench Mainline Rehabilitation (i.e. pipe bursting):** similar to 2, with "pit" locations typically corresponding to existing manholes.
7. **Mainline Replacement (i.e. trench installation or boring):** similar to 3, though trenches tend to be wider and deeper (5 to 7 feet wide is common, though deep mainline trenches can be 10+ feet wide). As with laterals, mainlines can only be bored if the soil is suitable and the slope significant.
8. **Manhole Restoration (i.e. epoxy lining, grout injection, rebuilding, etc.):** does not require any excavation or other surface impacts.
9. **Replacement or Installation of New Manholes or Mainline Cleanouts):** These facilities can only be installed or fully replaced via trench installation – the typical footprint of a manhole excavation is ~100 square feet, while the footprint of a mainline cleanout installation is about half that size.

All construction methods, regardless of the amount or lack of required excavation, come with temporary construction impacts to the surface. Construction vehicles tend to damage existing lawn or landscaping as they're being driven over, and especially remote installations may require the contractor to clear vegetation and grade a temporary construction access to perform the work. Most of these sanitary sewer installations are relatively far from the nearest paved access, and a significant portion of these existing facilities are within moderately or heavily vegetated areas that would prove difficult to access without clearing brush or small (<6" diameter at breast height) trees.



Summary of Existing Sewer Facility References in New Charter Park Adopting Ordinances

Park Information		Included in Ordinance		Missing from Ordinance			
Park Name	Adopting Ordinance	Existing Encumbrances	Future Needs	Laterals for Park Facilities	Laterals for Homes in Park	Laterals Crossing Park	Sewer Mains
Park Place	18-1013		x	x			
Filbert Run	18-1014			x			
Chapin	18-1015		x	x			
Wesley Lynn	18-1016			x	x		
Richard Bloom Tots'	18-1017			x			
Hartke	18-1018						
Shenandoah	18-1019						
Hillendale	18-1020			x			***
Glen Oak	18-1021			x			
Canemah Slope	18-1023		x				
Straight Pioneer Cemetery	18-1024						
Stafford	18-1026						
Old Canemah	18-1027	*					
Pioneer Community Center	18-1028			x			
Mountain View Cemetery (Update)	19-1003	**			x		
Oak Tree	19-1005						
Singer Creek	19-1006					x	
Barclay Hills	19-1007						x
Waterboard (Update)	20-1010	x					
Ermatinger	23-1007			x			

Notes:

*PGE easement noted is probably extinguished.

**Site is specifically noted as being purchased for expansion of parks facility - no mention of existing home being allowed to remain or being excluded from charter designation.

***Last 2 manholes of public system is in the park, but only park structures are served by any main fully or partially within the park.

MEMORANDUM

TO: Mayor McGriff and City Commission
FROM: Carrie A. Richter, Deputy City Attorney
DATE: April 9, 2025
RE: Sanitary Sewer Line Replacement in Charter Parks

According to the City's Sanitary Sewer Master Plan, one of the most effective ways to limit costs associated with upsizing pipes is to reduce the infiltration and inflow (I/I) of stormwater entering into sanitary sewer lines. To further that end, City Public Works is proceeding with efforts to rehabilitate existing pipes or replace them based on a prioritized schedule. Some of the pipes prioritized for I/I work are located within City-designated charter parks. As a general matter, activities within these designated parks are constrained by charter restrictions that require voter approval for certain activities. The question for the City Commission to decide is whether these I/I projects within charter parks require prior approval by the voters, under Chapter X of the Oregon City Charter.

Background Facts

As explained in the attached memo from Public Works, buried sanitary sewer lines are fairly common within charter parks. Most often these lines consist of laterals serving only park facilities such as bathrooms. However, staff has identified five instances where parks contain pipelines that serve non-park facilities, either exclusively or in addition to park facilities. These parks include Wesley Lynn Park, Mountain View Cemetery, Singer Creek Park, Hillendale Park and Barclay Hills Park. Lines identified in these parks are part of the City's public sewer system.

The City's I/I program identifies nine different options for repair and/or replacement that could have a wide variety of temporary construction impacts and will select the method that is least impactful. Trenchless lateral rehabilitation, which involves adding a liner to an existing pipe, requires no excavation but can require the installation of cleanouts (a pipe that is capped at the surface allowing access to remove clogs.) On the other hand, sometimes full line replacement is necessary and can be accomplished only through an open trench. In most cases, these pipes are located some distance from public roads and are heavily vegetated. Accessing these areas typically requires temporary impacts on the

park, such as the parking of construction vehicles, vegetation clearing, and construction lay-down areas. These impacts would certainly come with temporary limitations on the area available for park attendees and, unless mitigated with replanting, the loss in trees would be permanent.

It is not known exactly when the non-park related laterals and mains within the five parks were installed but in all cases these pipes were installed before the park was designated for charter protection. These lines are not independently acknowledged by any type of recorded easement, nor are they specifically mentioned in the charter-designation ordinances.

Analysis

Chapter X, Section 42 of the City Charter provides:

The commission may not do any of the following listed acts with regard to any designated city park or part thereof without first obtaining approval of the legal voters of the city. Said acts are as follows:

- (a) Sell, lease or otherwise transfer park property.
- (b) Vacate or otherwise change the legal status of any park.
- (c) Construct permanent buildings or structures thereon other than for recreational purposes and park maintenance. In any case where at the date of adoption of this section there are existing structures which do not comply with this provision, such structures and any additions and alterations thereto are excepted from the provisions of this section.
- (d) Change the status of a natural park; construct buildings, or clear vegetation in a natural park, except for the construction of trails and essential roads and elimination of hazards constituting a clear and present danger to the public.

Rehabilitating or replacing sanitary sewer lines within charter parks will have no impact on ownership or change the status of any of the charter parks. Therefore, charter limitation (a) and (b) are inapplicable. None of the parks at issue have been designated as

a “natural park,” which makes subsection (d) inapplicable. Therefore, the only section that could possibly trigger the need for advance voter approval would be subsection (c).

The first thing to note about subsection (c) is that it applies to the construction of structures that do not further a recreational purpose or for park maintenance. Laterals that provide water for park bathrooms may not serve a recreational function themselves but they are essential for recreation activities within parks to occur. These bathrooms exist for public use and serve a direct benefit to the park. Therefore, the City Commission could conclude any I/I rehabilitation that is necessary for park-only facilities does not require voter approval under the Charter.

In addition, it is worth noting that the allowance for maintenance and alteration of non-park related structures applies to those improvements in place before “the date of adoption of this section.” Section 41 of the charter was adopted in 1970. Again, although designation of these five parks occurred after the non-park related utility was in place, it is not clear whether those utilities were installed before 1970, the critical date for the exemption; however, this aspect of subsection (c) seems to support that a view that pre-existing improvements should be allowed to continue.

Finally, assuming that continued maintenance or replacement is not authorized under the second sentence, this leaves the question of whether repair or replacement of a sewer line would constitute the “construct[ion] of permanent...structures.” The Charter does not define the term “structure.” The land use-related definitions in the Oregon City Municipal Code (OCMC) defines “structure” as “anything constructed or erected that requires location on the ground or attached to something having location on the ground.” Although a pipeline is certainly constructed, it is located below the surface rather than “on the ground.” The dictionary definition, on the other hand, makes no mention to the location of where the construction occurs: “something (such as a building) that is constructed” or alternative as “something arranged in a definite pattern of organization.”

The City Commission has had opportunity to consider this question with respect to utilities on two previous occasions but neither is particularly instructive to the facts at issue here. In 2017, the City Commission was asked to consider whether voter approval was required before a developer to construct a private driveway on an easement that incumbered Wesley Lynn Park, known as Parker Knoll. As part of those proceedings, the applicant argued that a “vertically organized construction” was necessary to create a

structure, relying on the term “erected” and therefore, would not require voter approval for a road. City staff noted that a roadway is built just like a dam or a bridge and it has the effect of precluding recreational uses. The Commission found that no voter approval was necessary because the charter park designation occurred after the access easement was in place and that the road construction would be undertaken by a private party rather than the City. The Commission made no interpretation of whether a road, lacking any verticality, could qualify as a “structure.”

In 2010, the City Commission required voter approval to allow for the extension of Josephine Street and a storm detention facility to be located with Oak Tree Park. The Oak Tree Park proposal presented a clearer case for requiring voter approval because the land to be occupied by the roadway was not subject to a pre-existing roadway easement and there was no indication that once constructed, the road or storm detention facility would further any recreational purpose.

A final distinguishing element in this case is that none of the utility line work will be new or create any additional load or demand on parkland protected by the charter. Once installed, these pipelines will have no impact on the amount of land available for recreational use. The construction impact, in the form of vehicle parking or trenching, where necessary, will not be permanent. Further, although these pipes do serve non-park facilities, in most cases they also serve as conveyance lines for park bathrooms, providing a recreational as well as a non-recreational benefit.

Options

The Commission is charged with the initial interpretation of the City Charter and how it applies in situations like this. *Fifth Avenue Corp. v. Washington Co.*, 282 Or 591, 581 P2d 50 (1978) (“although the courts themselves are ‘finally responsible [for interpreting the charter], * * * it is the [governing body] itself, composed as it is of popularly elected local officials directly accountable to their constituency * * * that, in the first instance, should have the power and right to interpret local enactments.” *See also Gage v. City of Portland*, 319 Or 308, 877 P2d 1187 (Or. 1994) (explaining why such deference is required)). Where there is more than one possible interpretation of a charter provision, the choice of which interpretation is the proper one is for the Commission to make. For this reason, this memorandum does not conclude with any recommendations.

However, staff has identified several options that might guide the Commission in making that interpretation:

First, the Commission could conclude that no vote of the citizens is required to allow this I/I work to occur in charter parks. Such an interpretation would be based on a finding that these pipes pre-date the charter designation, all of the impacts are temporary and largely existing below ground and as such, would preclude recreation use, particularly if any landscaping removal is replaced.

Alternatively, the Commission could conclude that a vote of the citizens would be required on I/I work in charter parks because it is not clear whether these pipelines pre-date the City's adoption of the charter obligation for voter approval and, although they are nearly entirely below the surface, they have a definite pattern of organization, making them structures. Further, taking land out of park use, even if temporarily, requires voter approval.

These two options are not the only potential options for the Commission and staff is available to respond to questions and to assist the Commission with its analysis as requested.



Sanitary Sewer Infrastructure Rehabilitation within City Charter Parks

City Commission
April 16, 2025





Request:

Provide direction on
how to proceed with
Sanitary Sewer Inflow
& Infiltration
Reduction Program
work within City
Charter Parks

Summary of Existing Sewer Facility References in New Charter Park Adopting Ordinances							
Park Information		Included in Ordinance		Missing from Ordinance			
Park Name	Adopting Ordinance	Existing Encumbrances	Future Needs	Laterals for Park Facilities	Laterals for Homes in Park	Laterals Crossing Park	Sewer Mains
Park Place	18-1013		x	x			
Filbert Run	18-1014			x			
Chapin	18-1015		x	x			
Wesley Lynn	18-1016			x	x		
Richard Bloom Tots'	18-1017			x			
Hartke	18-1018						
Shenandoah	18-1019						
Hillendale	18-1020			x			***
Glen Oak	18-1021			x			
Canemah Slope	18-1023		x				
Straight Pioneer Cemetery	18-1024						
Stafford	18-1026						
Old Canemah	18-1027	*					
Pioneer Community Center	18-1028			x			
Mountain View Cemetery (Update)	19-1003	**			x		
Oak Tree	19-1005						
Singer Creek	19-1006					x	
Barclay Hills	19-1007						x
Waterboard (Update)	20-1010	x					
Ermatinger	23-1007			x			

Notes:

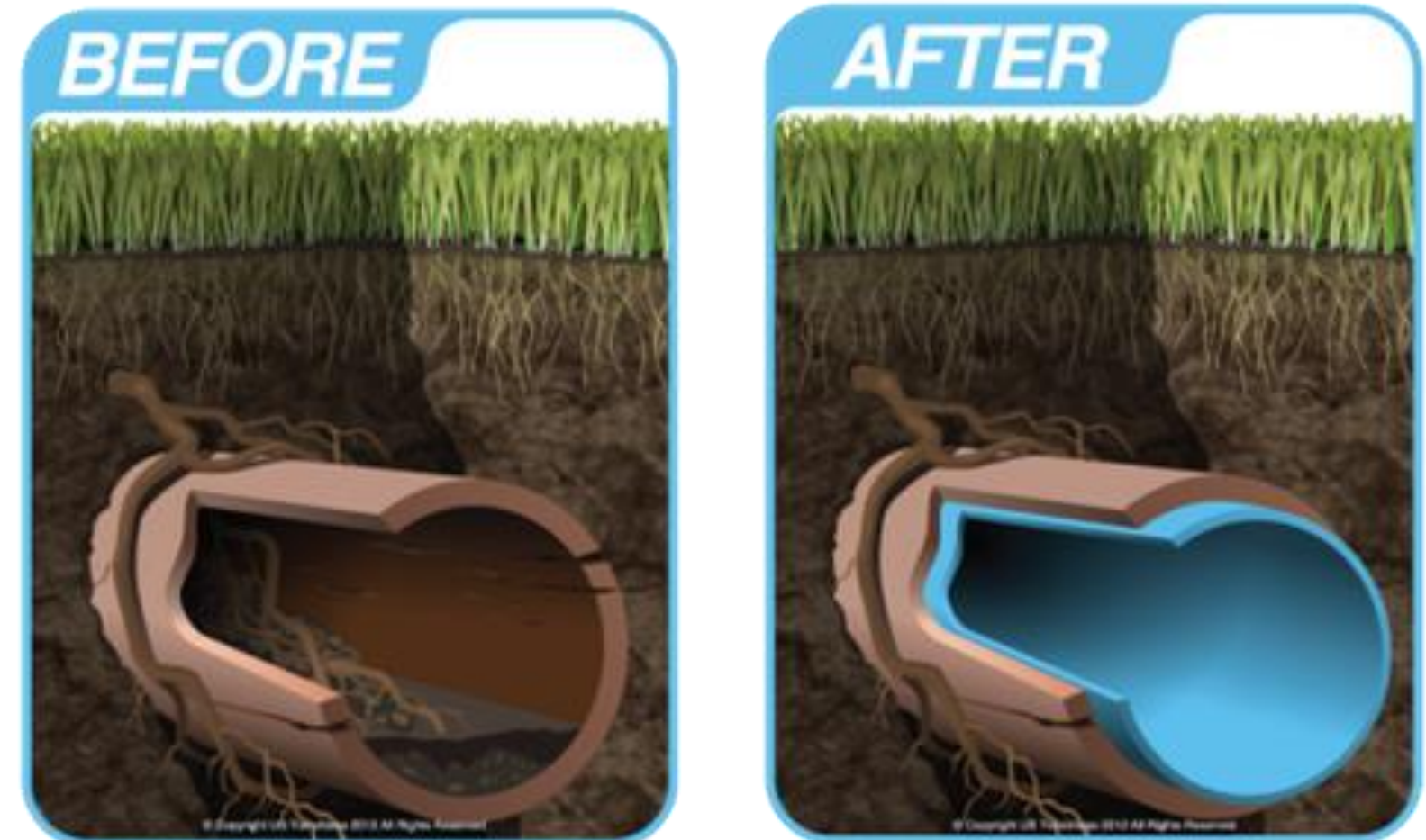
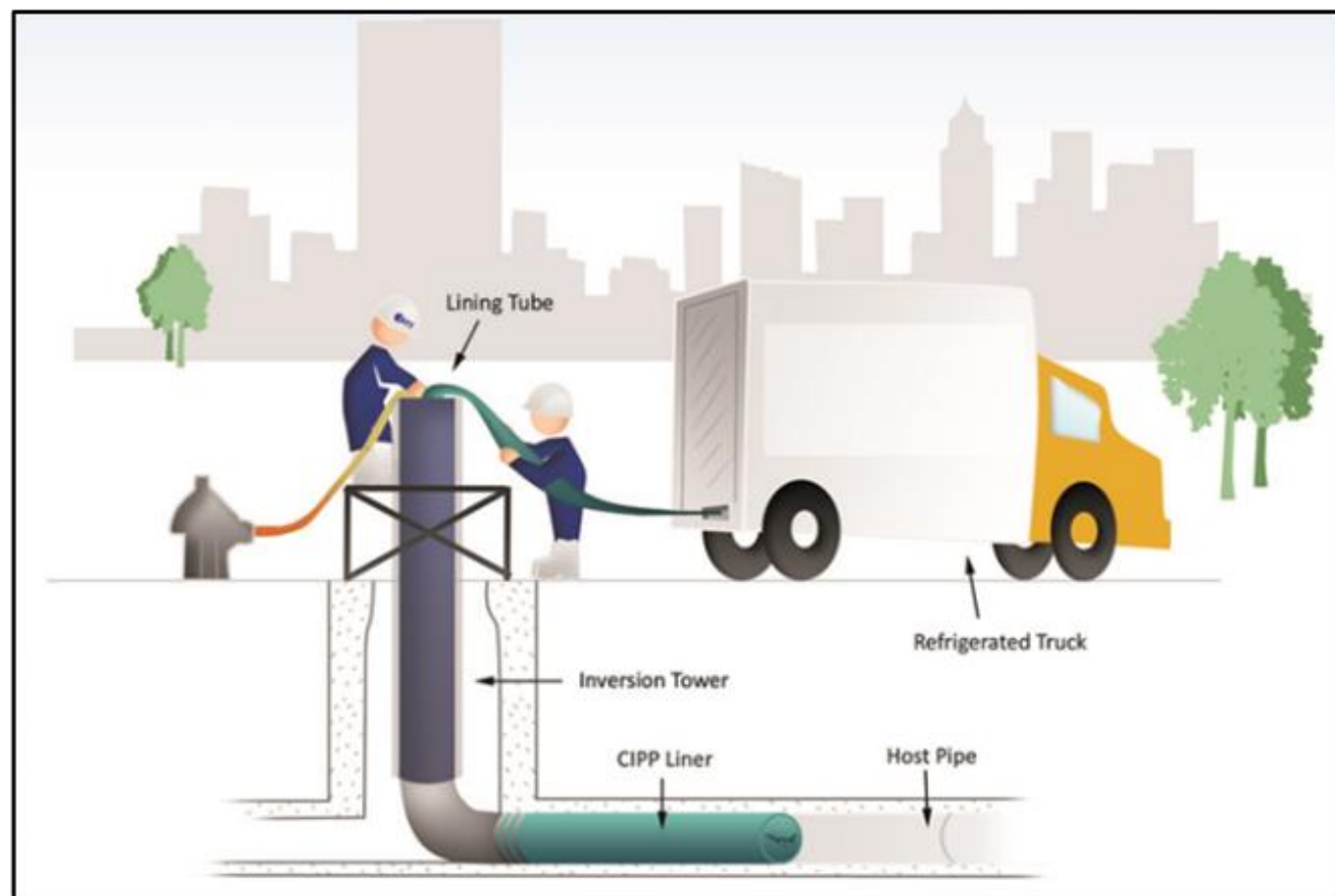
*PGE easement noted is probably extinguished.

**Site is specifically noted as being purchased for expansion of parks facility - no mention of existing home being allowed to remain or being excluded from charter designation.

***Last 2 manholes of public system is in the park, but only park structures are served by any main fully or partially within the park.

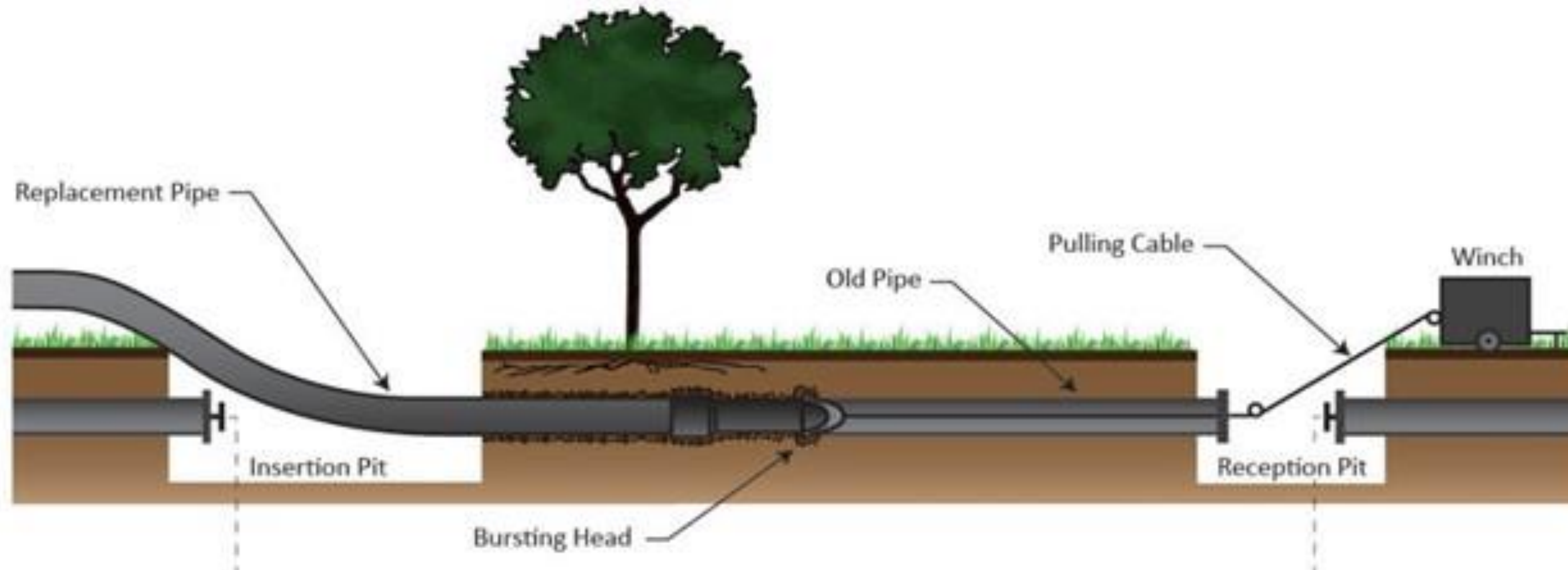
Cured-In-Place Pipe (CIPP) Lining

- CIPP Lining is an in-situ rehabilitation where a liner is inserted into an existing pipe.
- Then liner is inflated until it fits snugly into the host pipe. The thermosetting resin in the liner is then activated by thermal methods (hot water, steam) or UV light.
- Holes are cut in the hardened liner at each existing sewer lateral tie-in location.
- Services can be rehabilitated using specialized “T-Liners” or replaced using standard open trench installation methods.



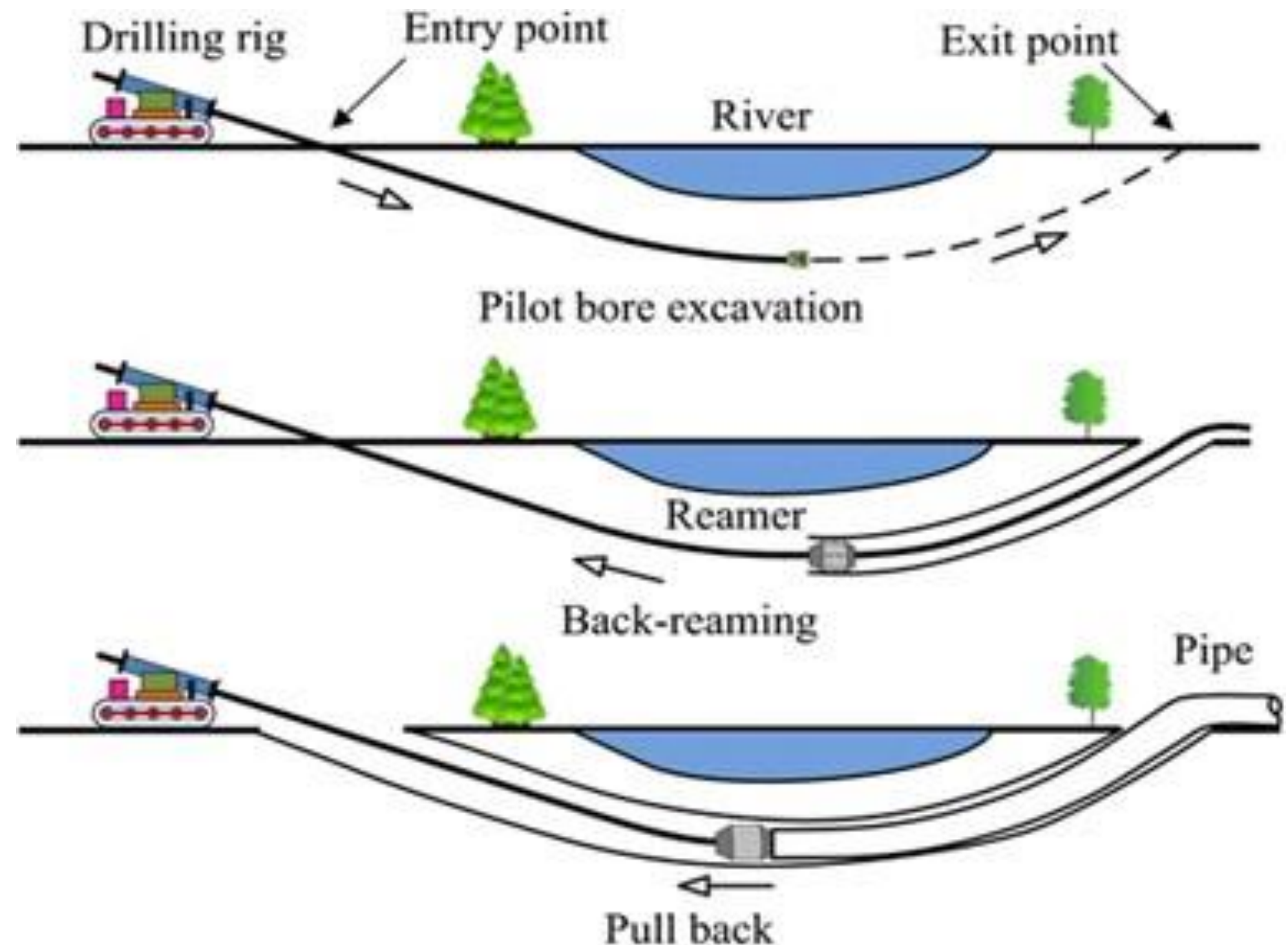
Pipe Bursting

- Fractures the existing, deteriorating pipe and drives its pieces into the ground around it by using internal, mechanical force, while pulling the replacement pipe into place.
- The process is not entirely trenchless as there is a need to excavate a launching pit and a receiving pit.
- Laterals will require excavations for reconnection of the laterals to the existing main line.



Directional Drilling

- Way to bore a pipe in an existing area where the goal is to not disturb the existing infrastructure like streets, buildings, and utilities.
- The pilot bore is first created, and a pipe (usually HDPE) is pulled through the pilot bore that was created.
- Laterals will require excavations for reconnection of the laterals to the existing main line.



Open Trench

- Most traditional and widely used method of sewer pipe repair.
- This method allows removal of defects such as offsets, bends, and sags, and to modify the slope of the pipe.
- In non-paved areas, open trenching is typically the most cost-effective method.
- Open trenching in paved areas requires saw cutting, pavement removal, excavation, backfilling, compacting new base rock, and repaving.
- New manholes and clean outs will require open trenching, or excavations to install.





Questions?