



# CITY OF OREGON CITY

## CITY COMMISSION REGULAR MEETING

### AGENDA

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Commission Chambers, 625 Center Street, Oregon City  
Wednesday, September 02, 2020 at 7:00 PM

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#### **REGULAR MEETING OF THE CITY COMMISSION**

*The public is strongly encouraged to relay concerns and comments to the Commission in one of three ways:*

- *Email at any time up to 12 p.m. the day of the meeting to [recorderteam@orcitey.org](mailto:recorderteam@orcitey.org).*
- *Phone call (Monday – Friday, 8 am – 5 pm) to 503-496-1505, all messages will be relayed and/or citizens can sign-up to be called during the meeting to provide over-the-phone testimony.*
- *Mail to City of Oregon City, Attn: City Recorder, P.O. Box 3040, Oregon City, OR 97045*

#### **1. CONVENE MEETING AND ROLL CALL**

#### **2. FLAG SALUTE**

#### **3. CEREMONIES, PROCLAMATIONS, AND PRESENTATIONS**

[3a.](#) *Downtown Oregon City Association's Biannual Update*

#### **4. CITIZEN COMMENTS**

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

#### **5. ADOPTION OF THE AGENDA**

#### **6. PUBLIC HEARINGS**

#### **7. GENERAL BUSINESS**

#### **8. CONSENT AGENDA**

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

- [8a.](#) Selection of On-call Consultants for Geotechnical Engineering Services
- [8b.](#) Award of Public Improvement Contract for the Barclay Hills Rectangular Rapid Flashing Beacon (RRFB) Project (CI 20-002)
- [8c.](#) Amendment No. 1 to Personal Services Agreement with RH2 Engineering for the Hunter Avenue Booster Pump Station Electrical and Control Upgrades (PS 20-007)
- [8d.](#) Minutes of the June 3, 2020 Work Session
- [8e.](#) Minutes of the June 3, 2020 Regular Meeting
- [8f.](#) Minutes of the June 7, 2020 Special Emergency Meeting
- [8g.](#) Minutes of the June 9, 2020 Special Emergency Meeting
- [8h.](#) Minutes of the June 9, 2020 Work Session

## 9. COMMUNICATIONS

**City Manager**

**Commissioners**

**Mayor**

## 10. ADJOURNMENT

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### PUBLIC COMMENT GUIDELINES

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

*As a general practice, the City Commission does not engage in discussion with those making comments. Electronic presentations are permitted but shall be delivered to the City Recorder 48 hours in advance of the meeting.*

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### ADA NOTICE

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*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*

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**Agenda Posted at City Hall, Pioneer Community Center, Library, City Web site.**

**Video Streaming & Broadcasts: The meeting is streamed live on Internet on the Oregon City's Web site at [www.orcity.org](http://www.orcity.org) and available on demand following the meeting. The meeting can be**

*viewed live on Willamette Falls Television on channel 28 for Oregon City area residents. The meetings are also rebroadcast on WFMC. Please contact WFMC at 503 650 0275 for a programming schedule*



# CITY OF OREGON CITY

## Staff Report

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

**To:** City Commission **Agenda Date:** 08/26/2020  
**From:** City Manager Tony Konkol

### **SUBJECT:**

Downtown Oregon City Association's Biannual Update

### **STAFF RECOMMENDATION:**

The presentation by Downtown Oregon City Association (DOCA) is informational and an opportunity for the City Commission to ask questions. No action is requested at this time.

### **BACKGROUND:**

The Downtown Oregon City Association entered into a Memorandum of Understanding (MOU) with the City on 11/20/2019. The City agreed to contribute \$60,000 annually for two years and DOCA agreed to match the City's contribution at 100% per year with funds not from City sources.

The City's investment will be used to fund DOCA's operations with the following deliverable:

- Monthly meeting minutes from the DOCA board meetings will be provided to the City;
- DOCA will provide biannual updates to the City Commission;
- DOCA will maintain a "Performing Main Street" status;
- DOCA will manage the street tree lights program;
- DOCA will manage the Oregon Main Street Revitalization Grant to facilitate facade improvements in Downtown Oregon City and will include City representation on the selection committee;
- DOCA will actively participate in city-led initiative including tourism and after-hours parking;
- DOCA will promote tourism by executing at least five events and/or downtown promotions with attendance of a minimum of 200 people to market Downtown Oregon City;
- DOCA will play an active role in the economic development/redevelopment of the County Courthouse and the Mill property;

- DOCA will cross promote @TravelOregonCity for all tourism events and initiatives; and
- DOCA will provide letters of support, meeting attendance and share data for city initiatives and programs supporting the City's goals.

As part of this agreement, this is DOCA's second biannual update to the City Commission. The first update was presented at the February 19, 2020 City Commission meeting.



# City Commission

August 2020



Item 3a.

# Scope of Work in 2019-2021 MOU





# MOU Requirements completed June 30, 2020

- Manage Street Tree Lights Program
  - Revitalizing the tree light program to increase sustainability and preparing for biannual maintenance
- Manage Oregon Main Street Revitalization Grant program
  - 2017 Grant completed
  - 2019 Grant to start work on Coin Corner shortly
  - 2021 Grant cancelled due to COVID-19
- Active representation for City-led initiatives like tourism and Transportation Demand Management
  - Staff and board representation on TDM
  - Hosted Travel Oregon Road Rally (40 travel agents from 9 countries)



# MOU Requirements completed June 30, 2020 continued

- DOCA promote tourism by executing at least 5 events or promotions
  - First City Celebration
  - Oregon Trail Game 5k
  - Summer Daze
  - Wine & Cider Walk
  - Spirits Walk
  - Trick or Treat on Main Street
  - Halloween Pub Crawl and Flash Mob
  - Tree Lighting Ceremony
  - Welcome to Downtown Packets for Cove Residents
- Cross promote @traveloregoncity for tourism events
  - Needs more work
- Provide letters of support, attend meetings, and share data for City initiatives
  - 9 letters of support for City grants



Item 3a.

**2020-2021 will be a little different**





# Big Challenges & Opportunities

- COVID-19
  - Tourism
  - Events
  - Financial insecurity for businesses and DOCA
  - Business Closures and potential new governor's closure as cases increase
- Hard to plan more than 30 days out
  
- Business Recruitment
- Community Engagement/Local "Tourism"
- Individual support



Item 3a.

# Thank you! Questions?



# CITY OF OREGON CITY

## Staff Report

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

**To:** City Commission **Agenda Date:** 09/02/2020  
**From:** Public Works Director John Lewis

### SUBJECT:

Selection of On-call Consultants for Geotechnical Engineering Services

### STAFF RECOMMENDATION:

Authorize the City Manager to use two on-call lists: 1) Geotechnical Engineering – Land Use Review of Private Development; and 2) Geotechnical Engineering – Geotechnical Analysis and Design associated with Public Right-of-Way and Public Property for design and engineering services for geotechnical analysis, design, land use review, and advisement.

### EXECUTIVE SUMMARY:

Staff requests to establish two short lists of consultant firms to perform geotechnical consulting services.

### BACKGROUND:

Staff requests to establish two short lists of consultant firms to perform geotechnical consulting services including 1) Design and Engineering Services for Land Use Review of Private Development, and 2) Consulting and Analysis of Geologic Hazards within the right-of-way and publicly-owned property.

On July 3, 2020, the City solicited statements of qualifications for two categories using its online bidding system. On July 31, 2020, the City received one (1) submittal for Category 1 – Geotechnical Engineering – Land Use Review of Private Development, and five (5) submittals for Category 2 – Geotechnical Engineering – Geotechnical Analysis and Design associated with Public Right-of-Way and Public Property. Staff evaluated the qualifications of each firm individually and then met collectively to reach consensus on the firms most qualified to complete the work anticipated over the next few years.

City staff reached unanimous agreement that the following consulting firms presented the best experience and offered the most qualified teams based on the projects and work types anticipated.

### Category 1 – Land Use Review of Private Development

- 1) Foundation Engineering, Inc.

### Category 2 – Geotechnical Analysis and Design associated with Public Right-of-Way and Public Property

- 1) Foundation Engineering, Inc.
- 2) GeoDesign, Inc.
- 3) Geotechnical Resources, Inc. (GRI)
- 4) Shannon and Wilson, Inc.

Oregon Administrative Rule (OAR) 137-048 requires Qualifications-Based Selection (QBS) for the procurement of engineers, architects, land surveyors, photogrammetrists, and transportation planners. OAR 137-048 prohibits the use of fees in making these kinds of procurement decision until after a firm or firms have been selected using the QBS process. This recommended action is in conformance with OAR 137-048.

Consultants selected to be on the on-call short list will actually perform work under contract with the City using the City's standard Personal Services Agreement. The on-call short list is expected to remain in place for a three (3) year period with the option to renew up to two (2) additional one-year periods. The total time of on-call short list use is not intended to exceed five (5) years.

Following the City's selection of the Category 1 – Geotechnical Engineering – Land Use Review of Private Development and Category 2 – Geotechnical Engineering – Geotechnical Analysis and Design associated with Public Right-of-Way and Public Property On-call Consultant Lists, the City will negotiate separate Personal Service Agreements for specific projects on an as-needed basis. Each Agreement will identify the type of services, work scope, fee, and terms of payment for services. For specific projects, the City may determine that additional expertise is required (such as landscape architecture, electrical engineering, surveying, etc). The City can elect to assemble or augment project teams to cover all required disciplines.

Personal Service Agreements exceeding \$50,000 will be presented to the City Commission for authorization.

#### Attachments:

- Engineering Short List
- Evaluation Scores
- RFQ

#### **OPTIONS:**

1. Approve as recommended
2. Do not approve
3. Table and request review of all six firms who submitted

**BUDGET IMPACT:**

Amount: \$0

FY(s): N/A

Funding Source(s): N/A

**ENGINEERING CONSULTING FIRMS TO PROVIDE GEOTECHNICAL CONSULTING SERVICES INCLUDING DESIGN AND ENGINEERING SERVICES FOR:**

- \* Category 1 – Land Use Review of Private Development**
- \* Category 2 – Geotechnical Analysis and Design associated with Public Right-of-Way and Public Property**

**City Commission Award Date – September 2, 2020**  
**Expiration Date – September 2, 2023**  
*with option to renew for two additional one-year periods (through September 2, 2025)*

**ROTATION PROCESS**

**CATEGORY 1 – SHORT LIST OF ENGINEERING CONSULTING FIRMS PROVIDING LAND USE REVIEW OF PRIVATE DEVELOPMENT:**

- 1) Foundation Engineering, Inc.

**CATEGORY 2 – SHORT LIST OF ENGINEERING CONSULTING FIRMS PROVIDING GEOTECHNICAL ANALYSIS AND DESIGN ASSOCIATED WITH PUBLIC RIGHT-OF-WAY AND PUBLIC PROPERTY:**

- 1) Foundation Engineering, Inc.
- 2) GeoDesign, Inc.
- 3) Geotechnical Resources, Inc. (GRI)
- 4) Shannon and Wilson, Inc.

**RFQ EVALUATION SUMMARY COLLECTION FORM**
**Evaluator Names:** Aaron Parker, Vance Walker, Pete Walter, Dayna Webb,  
 Josh Wheeler / *Names Redacted*

#	EVALUATION CRITERIA	A - Introductory Letter		B - Proposer Qualifications Checklist		C - Firm Qualifications		D - Key Personnel Qualifications		E - Sub Relationship		F - Quality of Client Services		G - Supporting Information		Total Points	Rank *	Notes
		Max Score	Score	Pass/Fail	Score	Score	Score	Score	Score	Score	Score	Score	Score	Score				
		5		Pass/Fail	25	25	20	15	10	100	1-1							
1	Foundation Engineering, Inc.		4	Pass		24		25		20		12		8	93	Rank - Total Points: <b>1</b> Rank - Indiv. Rank Pts.: <b>1</b> Average Rank: <b>1</b>		
			4			23		24		18		14		10	93			
			5			25		25		20		0		10	85			
			5			22		25		17		13		9	91			
			4			24		24		15		14		8	89			
		<b>Total</b>	<b>22</b>		<b>Total</b>	<b>118</b>	<b>Total</b>	<b>123</b>	<b>Total</b>	<b>90</b>	<b>Total</b>	<b>53</b>	<b>Total</b>	<b>45</b>	<b>451</b>			

**RFQ EVALUATION SUMMARY COLLECTION FORM**

**Evaluator Names:** Josh Wheeler (JW), Dayna Webb (DW), Pete Walter (PW), Aaron Parker (AP), Vance Walker (VW)

#	EVALUATION CRITERIA	A - Introductory Letter	B - Proposer Qualifications Checklist	C - Firm Qualifications	D - Key Personnel Qualifications	E - Sub Relationship	F - Quality of Client Services	G - Supporting Information	Total Points	Rank	Notes					
	<i>Max Score</i>	5	<i>Pass/Fail</i>	25	25	20	15	10	100	1-1						
1	Foundation Engineering, Inc.		3	Pass		20		25		15		12		6	81	Rank - Total Points: <b>3</b> Rank - Individ. Rank Pts.: <b>3</b> Average Rank: <b>3</b>
			4			22		23		20		13		9	91	
			4			20		20		10		15		8	77	
			5			24		24		17		13		10	93	
			4			20		23		12		13		8	80	
		<b>Total</b>	<b>20</b>		<b>Total</b>	<b>106</b>	<b>Total</b>	<b>115</b>	<b>Total</b>	<b>74</b>	<b>Total</b>	<b>66</b>	<b>Total</b>	<b>41</b>	<b>422</b>	
2	Geotechnical Resources, Inc. (GRI)		4	Pass		20		25		20		15		10	94	Rank - Total Points: <b>1</b> Rank - Individ. Rank Pts.: <b>1</b> Average Rank: <b>1.4</b>
			4			24		24		20		14		10	96	
			5			25		25		20		15		10	100	
			5			25		24		19		14		10	97	
			4			23		22		17		14		8	88	
		<b>Total</b>	<b>22</b>		<b>Total</b>	<b>117</b>	<b>Total</b>	<b>120</b>	<b>Total</b>	<b>96</b>	<b>Total</b>	<b>72</b>	<b>Total</b>	<b>48</b>	<b>475</b>	

	EVALUATION CRITERIA	A - Introductory Letter	B - Proposer Qualifications Checklist	C - Firm Qualifications	D - Key Personnel Qualifications	E - Sub Relationship	F - Quality of Client Services	G - Supporting Information	Total Points	Rank						
#	Max Score	5	Pass/Fail	25	25	20	15	10	100	1-1						
3	Shannon & Wilson, Inc.		5	Pass		23		25		20		15		9	97	Rank - Total Points: <b>2</b> Rank - Indiv. Rank Pts.: <b>2</b> Average Rank: 2.2
			5			24		23		20		14		9	95	
			5			20		10		15		12		10	72	
			4			24		23		18		11		10	90	
			4			23		23		18		13		8	89	
		<b>Total</b>	<b>23</b>		<b>Total</b>	<b>114</b>	<b>Total</b>	<b>104</b>	<b>Total</b>	<b>91</b>	<b>Total</b>	<b>65</b>	<b>Total</b>	<b>46</b>	<b>443</b>	
4	GeoDesign, Inc.		3	Pass		21		25		20		13		3	85	Rank - Total Points: <b>4</b> Rank - Indiv. Rank Pts.: <b>4</b> Average Rank: 3.2
			4			23		23		20		13		8	91	
			5			22		20		10		14		9	80	
			3			19		22		18		13		10	85	
			3			18		20		12		12		7	72	
		<b>Total</b>	<b>18</b>		<b>Total</b>	<b>103</b>	<b>Total</b>	<b>110</b>	<b>Total</b>	<b>80</b>	<b>Total</b>	<b>65</b>	<b>Total</b>	<b>37</b>	<b>413</b>	
5	Central Geotechnical Services, LLC		3	Pass		15		25		20		9		7	79	Rank - Total Points: <b>5</b> Rank - Indiv. Rank Pts.: <b>5</b> Average Rank: 5
			3			20		20		20		12		9	84	
			3			15		15		10		13		5	61	
			3			17		20		15		11		8	74	
			3			15		17		15		10		7	67	
		<b>Total</b>	<b>15</b>		<b>Total</b>	<b>82</b>	<b>Total</b>	<b>97</b>	<b>Total</b>	<b>80</b>	<b>Total</b>	<b>55</b>	<b>Total</b>	<b>36</b>	<b>365</b>	

**\*Rank - Total Points** = Total points from all reviewers added - ranked by who got most points

**Rank - Indiv. Rank Points** = total rank scores added from all reviewers - lowest score was top/highest score was bottom

**Average Rank** = ranks of all reviewers added and divided by 5 (number of submittals)

# REQUEST FOR QUALIFICATIONS (RFQ) For Engineering Services – Geotechnical Consulting City of Oregon City

July 3, 2020

Geotechnical Consulting Services including  
Design and Engineering Services for:

- ✦ Category 1 –Land Use Review of  
Private Development
- ✦ Category 2 –Geotechnical Analysis and  
Design associated with Public Right-of-  
Way and Public Property

Josh Wheeler, P.E., Assistant City Engineer

**City of Oregon City**

Public Works Department

625 Center Street / P. O. Box 3040

Oregon City, OR 97045

**REQUEST FOR QUALIFICATIONS (RFQ)**  
For Geotechnical Consulting Engineering Services  
**City of Oregon City**

The City of Oregon City seeks proposals from qualified firms or individuals to provide engineering and other professional services related to Geotechnical Consulting Services including Design and Engineering Services for Land Use Review of Private Development, and Consulting and Analysis of Geologic Hazards within the right-of-way and publicly-owned property.

Proposals will be received until **4:00 P.M. local time on Friday, July 31, 2020**, at City of Oregon City Public Works Department, PO Box 3040, 625 Center Street, Oregon City, Oregon 97045. Late proposals will not be considered. There will be no formal proposal opening.

Solicitation documents may be obtained from the City's online plan center free of charge at <http://bids.orcity.org/>. Solicitation documents may be obtained by creating a new user account and registering for the project. General information including the planholder list is available to the public without registering.

Solicitation documents are also available for review at the City of Oregon City, Public Works Department, 625 Center Street, Oregon City, Oregon 97045 (telephone: 503-657-0891), between the hours of 9:00 a.m. and 4:00 p.m., Monday through Thursday, except legal holidays.

Addenda, clarifications, and notices will be distributed through the City's online planholder system. Potential proposers are responsible for ensuring contact information is registered correctly and that email updates are being received and not being sent to spam folders. It is in the best interest of potential proposers to check the website periodically to ensure all updates are received. The City is not responsible for failure of proposers to receive notifications of changes or corrections made by the City and posted as stated above.

Proposers are required to certify non-discrimination in employment practices and identify resident status as defined in ORS 279A.120(1). Pre-qualification of proposers is not required. All proposers are required to comply with the provisions of Oregon Revised Statutes and the Oregon City Municipal Code.

In order to provide efficiencies in service with other public agencies and in order to fulfill an opportunity for cooperative purchasing, any publicly funded city, county, district, agency or similar entity shall have the authority to acquire services directly from the successful proposer(s) under the terms and conditions of this RFQ.

The City of Oregon City reserves the right to (1) reject any or all proposals not in compliance with public bidding procedures if it is in the best interest of the public to do so, (2) postpone award of the contract for a period not to exceed sixty (60) days from date of proposal opening, (3) waive informalities in the proposals, and (4) to select the proposals which appear to be in the best interest of the City.

PUBLISHED: Daily Journal of Commerce, July 3, 2020 and July 6, 2020

## SECTION 1 GENERAL INFORMATION

### 1.1 SUMMARY OF REQUEST

The City is seeking the services of qualified consultants to perform civil engineering, geotechnical engineering, and related professional services for projects involving the analysis, review, planning, design, construction, reconstruction or rehabilitation of publicly owned land or facilities located in mapped geologic hazard overlay district areas and the analysis and review of private development of land located in mapped geologic hazard overlay district areas.

The City seeks to establish two short lists of consultants or consultant teams for Geotechnical Consulting Services including Design and Engineering Services for Category 1 – Land Use Review of Private Development, and Category 2 – Review of Geologic Hazards associated with Public Right-of-Way and Publicly Property.

It is the City's intent to develop a short list of between three and five qualified individuals and/or firms for each of the categories. Consultants selected to perform work under contract with the City using the City's Standard Personal Services Agreement (attached) will agree to provide services for the City for a three (3) year period with the option to renew up to two (2) additional one-year periods. The total term of the contract shall not exceed five (5) years.

Following the City's selection of short-listed individuals and/or firms, the City will negotiate separate Personal Service Agreements for specific projects on an as-needed basis. Each Agreement will identify the type of services, work scope, fee, and terms of payment for services. For specific projects, the City may determine that additional expertise is required (such as landscape architecture, electrical engineering, surveying). The City can elect to assemble or augment project teams to cover all required disciplines.

The City makes no representation as to the frequency or amount of service, if any, to be obtained by any short-listed consultant.

A tentative schedule for this process appears below:

July 3 and 6, 2020	Advertise RFQ in DJC
July 31, 2020 @ 4:00 PM	Proposals Due
August 28, 2020	Completion of Proposal Evaluations
September 1, 2020	Post Intent to Award
September 16, 2020	City Commission Award

## SECTION 2 NATURE OF WORK

### 2.1 INTRODUCTION

Selected consultants will provide engineering services to perform civil engineering, geotechnical engineering, and related professional services for projects involving the analysis, review, planning, design, construction, reconstruction or rehabilitation of publicly-owned land or facilities located in mapped geologic hazard overlay district areas and the analysis and review of private development of land located in mapped geologic hazard overlay district areas.

The City views its relationship with consultants as a partnership where they assist the City as needed in planning, design, and construction of public improvements and land use review. The consultants will provide technical expertise, services, and resources as needed. Consulting engineers will be expected to participate with the City to resolve construction issues and land use appeals, as needed.

Construction projects will normally be designed and constructed in accordance with the American Public Works Association, American Water Works Association, Oregon Administrative Rules, Oregon Department of Transportation, and/or Oregon City Public Works standards. Construction contracts are currently prepared in accordance with the Oregon Standard Specifications for Construction, latest edition, and as modified by the City. The consultant shall use City provided contract forms as the base or template for construction contracts supplemented by special provisions to the applicable reference standards as needed.

Geotechnical Analysis shall follow Oregon City Municipal Code 17.44 and all references found within.

### 2.2 PROFESSIONAL SERVICES

The consultant shall perform the analysis, review, planning, design, construction, reconstruction or rehabilitation of publicly-owned land or facilities located in mapped geologic hazard overlay district areas and the analysis and review of private development of land located in mapped geologic hazard overlay district areas. Improvement projects may include a variety of work that vary in size and complexity. Work tasks may include, but are not limited to, the following:

- A) Land Use Review
  - 1. Review of pre-application submittals.
  - 2. Preparation of notes for pre-application conferences prior to the conference date.
  - 3. Assistance in preparation of Geotechnical Checklist.
  - 4. Attendance, if requested, at pre-application conferences.

5. Land Use Completeness Review(s) of Land Use Applications.
6. Assistance in preparation of Findings and Conditions for Land Use Applications.
7. Permit Review(s) of Civil Engineering Plans and Geotechnical Reports associated with private development and an issued Land Use Decision.
8. Assistance in preparation of Pre-Construction Meeting Notes associated with private development and an issued Land Use Decision.
9. Attendance, if requested, at Pre-Construction Meeting(s).
10. Attendance, if required, during Construction including inspections, if requested.
11. Review of design changes post permit for compliance with land use decision and best practices of geotechnical engineering.

B) Project Management

1. Work scope and proposal development.
2. Preparation and maintenance of the project schedule, including adding and managing staff, subconsultants, and other resources as needed to meet scheduled milestones (such as land survey, wetlands, structural, or other specialized consultants). These resources likely will be planned and assembled when scoping an individual project with the City.
3. Monthly progress reports and analysis of cost versus progress.
4. Scheduling and staffing project team meetings during both design and construction phases, including preparation of agendas and meeting notes.

C) Geotechnical Planning and Preliminary Engineering

1. Research “as-built” records, geotechnical documents, land use plans, and other historical data.
2. Conduct field surveys of conditions including, but not limited to, visual inspections, soil testing, and soil borings.
3. Coordinate and evaluate subsurface investigations to determine existing geotechnical conditions and identify potential solutions.
4. Identify deficiencies and needs and develop cost estimates for improvements.
5. Perform geotechnical studies.
6. Develop alternative solutions as appropriate and analyze advantages and disadvantages.
7. Review hydrology and/or hydraulics, including performance of computer modeling as necessary to understand subsurface conditions.
8. Prepare hydrology and/or hydraulics reports.
9. Prepare construction cost estimates for selected alternatives.
10. Establish required pre-construction monumentation survey and file map with the County Surveyor.

- D) Public Involvement
1. Provide public, stakeholder, and advisory committee meeting planning and facilitation.
  2. Advise and facilitate outreach to private citizens and stakeholder groups, including surveys/questionnaires.
  3. Perform graphic design for flyers, posters, advertisements, newsletters, etc.
  4. Provide media campaign planning and deployment, including web and social media strategies.
  5. Provide assistance collecting and responding to public inquiries, requests, and comments.

### 2.3 CONSULTANT'S WORK PRODUCTS

Consultants shall submit work products to the City that may include but are not limited to the following:

- A) Property descriptions for right-of-way acquisition including easements.
- B) Preliminary and final plans, reports, exhibits, and other information in digital format or hard copy reproducible media as requested by the City.
- C) Construction drawings in both a 22" x 34" format and a reduced 11" x 17" format, on paper and digital format.
- D) Survey maps and placement of monuments as required by the City.
- E) As-built record drawings, in digital and hard copy reproducible format, as requested by the City.
- F) Project files, including permits, correspondence, memoranda, telephone logs, inspection reports, and testing results.
- G) Land use permit applications in accordance with Oregon City Municipal Code, Chapter 17.
- H) Completed permit applications from other agencies.
- I) Annual analysis and emergency analysis of inspection data for monitored sites.

### 2.4 SERVICES TO BE PROVIDED BY THE CITY

For projects contracted directly with the City, the City will provide the following services:

- A) Provide a project engineer/manager who is responsible for overall project management and will provide coordination and oversight.

- B) Establish the work scope and design parameters for each project, including related standards.
- C) Make available mapping, reports, and design information previously developed.
- D) Make available survey control data, if available, to establish road centerline.
- E) Make available guidelines, policies, and regulations to be used in review and/or developing design.
- F) Submit applications to the State and/or County for required permits. (Note consultant will prepare and may be requested to submit the application.)
- G) Maintain records and process payment requests.
- H) Provide the base or template provisions for the construction contract to which the consultant shall add terms, conditions, and special provisions unique to the project.
- I) Legal review of all contracts, bid forms, and real property conveyances.
- J) Public involvement and communication with the City Commission and private citizens.
- K) Liaison between other agencies and private utility providers.
- L) Provide review and comments from Operations staff and other Public Works employees on deliverables.
- M) Provide quarterly and emergency inspections of monitored sites

## 2.5 PROPOSED CITY PROJECTS

Projects that could be anticipated by the City over the next five years requiring the services covered by this Request for Qualifications would typically be included in adopted City master plans and associated capital improvement plans.

In addition to the following projects, other public works projects may include those discovered during routine operations and maintenance or emergencies, and other projects, studies, or problem-solving needs that may arise from time to time.

- A) **Category 1 – Land Use Review**
  1. Review of an average of 10 projects per year at various stages of development.

B) **Category 2 – Geotechnical Analysis and Design**

1. Waterboard Park relating to Taxlots 2-2E-31-00400 and 2-2E-31-00300.
2. Trillium Drive and surrounding neighborhoods.

## SECTION 3 PROPOSAL INSTRUCTIONS

### 3.1 GENERAL REQUIREMENTS

- A) Proposals must be computer generated, printed double-sided, and be three-hole punched and unbound in an 8.5" x 11" format. Proposals with 11" by 17" pages are allowed but must be folded into an 8.5" by 11" format. Text font size of printed proposals must be 11 point font or greater.
- B) Submit six (6) complete hard copies of proposal and one (1) electronic copy (USB flash drive).
- C) Proposals are limited to a set number of pages as identified in Section 3.7. A proposal cover page and divider pages will not be included in the count of pages. Refer to Proposal Content in Section 3.7 for further information regarding the format of proposals and the number of pages each section of the proposal is not to exceed. Each printed side of 8.5" x 11" sheets will count as one page. Each side of printed 11" x 17" sheets will count as two pages.
- D) The firm may propose a consultant team. If a consultant team is proposed, resume information must be provided for each key team member from each subconsultant. Resume information may be located in the Key Personnel or Supporting Information sections (refer to Section 3.7, Proposal Content).
- E) An authorized representative of the proposer must sign the proposal and their name and title must appear below the person's signature. The signing of the proposal certifies:
1. The person signing the proposal has the legal authority to do so on behalf of the proposer;
  2. The proposer has not made and will not make any attempt to induce any other person or firm to submit or not submit a proposal;
  3. That to the best of proposer's knowledge, no employee of the City of Oregon City, or any partnership or corporation in which a City employee has an interest, will or has received any remuneration of any description from proposer, either directly or indirectly, in connection with the letting or performance of any contract resulting from this RFQ; and
  4. The statements contained in the proposal are true and complete to the best of the proposer's knowledge.

### 3.2 COST OF PREPARING A PROPOSAL

The RFQ does not commit the City to paying any costs incurred by Proposer in the submission or presentation of a proposal, or in making the necessary studies for the preparation thereof.

### 3.3 PROPOSAL VALIDITY PERIOD

The information included in the proposal remains valid for 120 days from the proposal due date or until City Commission award is made.

### 3.4 SUBMISSION REQUIREMENTS

Submit six (6) complete hard copies of proposal and one (1) electronic copy (USB flash drive) as identified in Section 3.1, General Requirements, in a sealed envelope or box marked as shown below no later than **4:00 PM on Friday, July 31, 2020** to:

Josh Wheeler, P.E., City Engineer  
City of Oregon City  
625 Center Street  
P. O. Box 3040  
Oregon City, OR 97045

**PLEASE NOTE:** There are two categories of work:

- Category 1 – Land Use Review of Private Development (see Section 2.5A, qualifications in Section 3.7c.3.a. and 3.b.)
- Category 2 – Geotechnical Analysis and Design associated with Public Right-of-Way and Public Property (see Section 2.5B, qualifications in Section 3.7c.3.b. and 3.c.)

A Consultant may submit for one or both categories of work. If submitting for both categories of work, two separate proposals that clearly distinguish qualifications for the category for which consideration is being sought shall be submitted in separate envelopes.

The sealed envelope or box shall state either:

- **“SEALED QUALIFICATIONS – CATEGORY 1 – LAND USE REVIEW OF PRIVATE DEVELOPMENT”** or
- **“SEALED QUALIFICATIONS – CATEGORY 2 – GEOTECHNICAL ANALYSIS AND DESIGN ASSOCIATED WITH PUBLIC RIGHT-OF-WAY AND PUBLIC PROPERTY”**.

There will be no formal opening of proposals. Postmarks and late proposals will not be considered.

If the sealed proposal is forwarded by mail or messenger service, it is the responsibility of the proposer to get the sealed proposal to the above location by the proposal due date and time.

### 3.5 INTERPRETATIONS AND ADDENDA

Questions regarding this project proposal must be submitted through the online bid center at <http://bids.orcity.org/>. If necessary, interpretations or clarifications in response to such questions will be made by issuance of an “Addendum” to all prospective proposers within a reasonable time prior to proposal closing, but in no case less than 72 hours before the proposal closing. If an addendum is necessary after that time, the City, at its discretion, can extend the closing date.

Any Addenda issued, as a result of any change in the RFP, must be acknowledged in the proposer's "Qualifications Checklist."

**Only questions answered by formal written addenda will be binding.** Oral and other interpretations or clarifications will be without legal effect.

### 3.6 BUSINESS LICENSE/FEDERAL ID REQUIRED

A City of Oregon City Business License is required. Chapter 5.04 of the City Code states no person shall do business within the City without a current, valid City license. No contracts shall be signed prior to the obtaining of the City of Oregon City Business License.

Upon award of proposal, contractor shall complete a W-9 form for the City.

### 3.7 PROPOSAL CONTENT

For consistency in proposals, please arrange content in the order listed in the table below, i.e., introductory letter first, proposer qualifications checklist, etc. Please note the maximum number of pages allowed for each section. An explanation of the information sought about the content is set out below.

<b>PROPOSAL CONTENT</b>	<b><u>MAXIMUM NO. OF PAGES</u></b>
A. Introductory Letter	1
B. Proposer Qualifications Checklist (Exhibit 1)	4
C. Firm Qualifications	4
D. Key Personnel Qualifications	3
E. Subconsultant Relationships	2
F. Quality of Client Service	2

G. Supporting Information (including key personnel resumes)	15
---	----

**A) INTRODUCTORY LETTER**

Provide a brief introductory letter (1 page maximum) describing why your firm is interested in working for the City of Oregon City. This may include the following:

1. Your understanding of the opportunities and challenges of working in Oregon City.
2. Previous experience your firm has working with the City.
3. Unique capabilities your firm provides including what makes your firm leading edge and/or distinctive.

**B) PROPOSER QUALIFICATIONS CHECKLIST**

Provide a completed Proposer Qualifications Checklist – Exhibit 1 (4 pages) in your proposal.

**C) FIRM QUALIFICATIONS**

Provide a statement (4 pages maximum) that portrays the firm's qualifications as related to the local office and experience in relation to the described work. The response should address the following:

1. Verification that the firm is duly licensed and certified to perform the professional services offered by the proposal.
2. General qualifications and experience of the firm. Please limit information to that which is specific to the local office.
3. Areas of expertise applicable to the described work. The City is interested in proposers' experience in the following areas:

a) Land Use Review

The City is seeking consultants with experience in evaluating land use applications within the following phases:

- Pre-Application
- Completeness
- Staff Reports
- Permit Review
- Pre-Construction
- Construction Inspection

b) Geotechnical Analysis

The City is seeking consultants with experience in evaluating geologic hazards within the following:

- Cuts and Fills
- Slope Stability
- Retaining Walls
- Density
- Soil Characteristics
- Underlying Geology
- Hydrology
- Ongoing Movement

c) Geotechnical Design

The City is seeking consultants with experience in capital improvement projects within the following phases:

- Soil Borings / Field Reconnaissance
  - Geotechnical Report Preparation
  - Preliminary Design
4. Similar projects, by type, location and total project cost, which have been performed by the firm. If your firm does not have similar past projects performed by the firm for a category, please explain what has changed that now provides your firm with the necessary qualifications for this category. This shall include how you will assure that this new service you are offering will be successfully integrated into your firm, as well as similar projects performed by your key personnel while at another firm.
  5. Awards the firm has received and experience with grants.
  6. If including a subconsultant, include their role in the described work: prime consultant or sub-consultant.
  7. Verification that the selected consultants' computer services and submittals are compatible with current City equipment. The City has largely converted to the Microsoft Windows 10 environment and uses the following software:
    - Word processing and financial tracking (spreadsheets) with Microsoft Office 365 (Word and Excel).
    - Blue Beam for Redline Markups
    - Computer aided drafting (CAD) with AutoCAD 2020 or most recent version. As built submittals shall be in .DWG and .PDF format and include all reference and plotting files.
    - Geographic information system (GIS) with ESRI ArcGIS 10.6.1 or most recent version.

**D) KEY PERSONNEL QUALIFICATIONS**

Provide a statement (3 pages maximum) that portrays how the qualifications and experience of the firm's proposed key personnel relate to the described work. Only

provide information for those personnel that the firm is proposing to perform the work.

The response should address qualifications and experience of principals and proposed key personnel with respect to the work as described in this RFQ. Identify any applicable registrations. Clearly note projects performed by personnel that were performed while working for another firm.

## **E) SUBCONSULTANT RELATIONSHIPS**

### 1. Subconsultant Experience

If subconsultants were used as an integral part on past projects, provide a narrative of subconsultants' history with consultant. Include the history of any successes with similar projects identified in this RFQ. List no more than three (3) projects per subconsultant meeting this criteria which have been completed in the past five years (2 pages maximum).

### 2. Proposed Subconsultants

Irrespective of identifying a consultant team under 3.1, General Requirements, all proposers shall, as an example of who a firm proposes to use for future projects, provide a list of 2 to 3 subconsultants proposed to be used by the consultant in the following specialties:

- Electrical Engineering
- Landscape Architecture
- Surveying
- Structural Engineering
- Civil Engineering

For this category, this is an example of who your firm might utilize for future services; however, the consultant shall not be limited to utilizing the services of the subconsultants identified in their proposal. In the event your firm provides all anticipated specialties in-house and does not require use of any subconsultants, please use this section to elaborate on those specialties your firm provides.

## **F) QUALITY OF CLIENT SERVICE**

One of the City's interests will be the commitment of the consultant's project team during the life of the project. The consultant's demonstrated commitment to the project will be a consideration in future engagements with the consulting firm.

Provide examples (2 pages maximum) that demonstrate the quality of service provided to clients and provide a minimum of five references with the names, addresses and telephone numbers of current and past clients for whom the proposer

has provided similar professional services. The response should address the following:

1. Availability for meetings, joint field work, and other combined efforts; commitment to timely delivery of work products; and commitment to timely communication with City staff.
2. Internal procedures and/or policies for quality assurance and cost control.
3. Firm strategies to ensure Project Managers meet performance expectations.
4. Success in minimizing the number of contract change orders on design and construction projects managed by the firm. This may include company statistics for projects occurring over the previous five years to help establish project measurables on schedule, budget and cost overruns.
5. Long-term client/firm relationships. Preferably, this information shall be in the form of a matrix reflecting years (3 to 10 years) of repeat work for various clients, preferably those clients also listed as a reference. For example:

Client	2015	2016	2017	2018	2019
Clackamas County	Mt. View Reservoir	Mt. View Reservoir	Mt. View Reservoir		
City of La Grande		Main Street Wastewater Mainline Replacement	Main Street Wastewater Mainline Replacement		
ODOT				MP 278 Biofiltration Improvements	MP 278 Biofiltration Improvements
U.S. Park Service			Fort Stevens WWTP Improvements		
City of Silverton		18" Waterline Replacement Project	18" Waterline Replacement Project		

## G) SUPPORTING INFORMATION

Examples of supporting materials that should be included with the proposal include the following (15 pages maximum):

- Graphs, charts, photos, résumés, plans, reports, or similar documentation
- Resumes of lead staff (Principal in Charge, Project Manager, and lead technical staff)
- A narrative explaining potential Oregon City challenges
- Experience with local agency projects
- Experience with each discipline (land use, analysis, design)
- Project examples and materials that illustrate innovative solutions

Note : A consultant may be chosen due to their expertise in only 1 of the 3 disciplines for that specific service.

### 3.8 COST SCHEDULE

Following the selection process, proposers shortlisted to perform work for the City shall provide a schedule of costs for services that include the following:

- Company name and address
- Date that the cost schedule is valid – example: January 1, 2021 - December 31, 2021
- Position titles
- Direct hourly rates for each position (use mid-point if range exists)
- Multiplier (e.g., overhead rate)
- Billing rate for each position
- Non-Salary Costs (e.g., travel or mileage, printing, cell phone use, etc.)

Different multipliers may be used for different positions. If a consultant does not use multipliers to calculate billing rates, the multiplier may be omitted. However, consultants not using multiplier rates shall provide the actual rates and billing rates for each position using a midpoint or range.

The Cost Schedule shall remain in effect throughout the first year of the agreement. For the second, third and fourth year of the agreement (if extended), the billing rate for each position listed on the Cost Schedule shall be adjusted on the following January 1 of each year. The adjustment shall be based on the increase or decrease of the United States Bureau of Labor Statistics' **Consumer Price Index for all Urban Wage Earners and Clerical Workers (CPI-W)**, US City Average (<http://www.bls.gov/CPI/>), or its successor report issued by the Federal Government covering the change for the year ending in September as follows:

- The second term January 1, 2022, to December 31, 2022, adjusted for the CPI-W US City Average Percent Change year ending September 2021.
- The third term January 1, 2023, to December 31, 2023, adjusted for the CPI-W US City Average Percent Change year ending September 2022.
- The fourth term (if contract extended) January 1, 2024, to December 31, 2024, adjusted for the CPI-W US City Average Percent Change year ending September 2023.
- The fifth term (if contract extended) January 1, 2025, to December 31, 2025, adjusted for the CPI-W US City Average Percent Change year ending September 2024.

Consultants will submit a current cost schedule (adjusted by no more than the amount of the CPI-W) each year. The City may, at its sole discretion, accept or reject any proposed change in cost schedule beyond the scope of adjustments described in this section.

**SECTION 4  
EVALUATION AND SELECTION OF CONSULTANTS,  
AND ADMINISTRATION OF PERSONAL SERVICES AGREEMENTS**

**4.1 EVALUATION CRITERIA**

Based on the evaluations, between three and five firms will be selected as on-call consultants for each category. Scoring will be as follows:

<b>PROPOSAL CONTENT AND EVALUATION CRITERIA</b>	<b>MAXIMUM SCORE</b>
A. Introductory Letter	5
B. Proposer Qualifications Checklist (Exhibit 1)	Pass/Fail
C. Firm Qualifications	25
D. Key Personnel Qualifications	25
E. Subconsultant Relationships	20
F. Quality of Client Service	15
G. Supporting Information	10
Total Possible Points	100

**NOTE:** Each proposal will initially be reviewed based upon the criteria of correct number of pages, insurance coverage, and computer equipment compatibility. Firms may be excluded from further consideration or no points awarded in the applicable section if the number of pages in each section are not correct or if the firm's insurance coverage is unsatisfactory.

**4.2 CITY MAY REQUEST MORE INFORMATION**

It is the intent of the City to make selections from the proposals submitted. However, more information may be requested to fully and accurately evaluate proposals if two or more proposals seem to be equally qualified. The City reserves the right to obtain clarification of any point in a firm's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of the firm's proposal.

### 4.3 INTERVIEWS

Interviews of selected proposers may be held at the City's option for informational purposes only and will not be scored.

The City reserves the right to investigate the references and past performance of any proposer with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. The City may postpone the award or execution of the Contract to complete the investigation of references.

### 4.4 SELECTION RECOMMENDATION

The City's Notice of Intent to Award shall be posted on the City's bid site at <http://bids.orcity.org/>. Official award is anticipated to occur at the City Commission meeting of September 16, 2020.

The decision by the City Commission to award contracts to on-call consultants shall constitute the final decision of the City.

### 4.5 CONSULTANT SELECTION FOR SPECIFIC WORK

To maximize distribution of City work among all consultants, a list will be maintained by the City for each project. Project contracts will be awarded on an as-needed basis, and the City makes no representations as to the actual amount of work, if any, to be obtained from any particular firm. While the City intends to rotate through the short-list of firms as projects come up, the City may ask for proposals and fee estimates for individual projects. The City reserves the right to not rotate the firms, depending on proven expertise, previous involvement in a similar project, or if it is in the best interest of the City to do so. If a firm is offered a project and declines it, they will lose their turn in the rotation list and the City will offer the project to the next consultant on the list.

As the need may arise with regard to a particular project, the City reserves the right to award work covered under this solicitation using a different procurement method, if use of such alternative solicitation process for the particular project is deemed by the City to be in the best interest of the City.

### 4.6 COOPERATIVE PURCHASING ARRANGEMENT

Proposers shall understand that a cooperative purchasing arrangement is available as follows:

- Any publicly-funded city, county, district, agency or similar entity shall have the authority to acquire services from the short-listed proposers under the terms and conditions of this proposal.
- The proposer(s) agrees to extend identical pricing to local public agencies for the same terms.

- Each contracting agency will execute a separate contract with the successful proposer(s) for its requirements.
- Any proposer, by written notification at the time of the proposal due date and time, may decline to extend the prices and terms of their proposal to any, and/or all other public agencies.
- Additional costs may be incurred by the successful proposer(s) in contracting with another public agency. All demonstrable costs (shipping, etc.) may be passed on to that public agency.
- Proposer(s) shall provide information regarding total usage of proposal upon request of the City of Oregon City.

#### **4.7 RESERVATION OF CITY RIGHTS**

The City reserves all rights regarding this RFQ, including without limitation, the right:

- A) To waive any minor irregularity, informality, or non-conformity with the provisions or procedures of this RFQ, and to seek clarification from the proposer if required.
- B) To reject any proposal that fails to substantially comply with all prescribed solicitation procedures and requirements.
- C) To base awards with due regard to quality of services, experience, compliance with specifications, and other such factors as may be necessary in the circumstances.
- D) To make the award to any vendor whose proposal, in the opinion of the Commission, is in the best interest of the City.

To investigate the references and past performance of any proposer with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers, the City may postpone the award or execution of the contract after the announcement of the apparent successful proposer(s) in order to complete its investigation

**SECTION 5  
ATTACHMENTS**

- Exhibit 1 Proposer Qualifications Checklist
- Exhibit 2 Standard Personal Services Agreement
- Exhibit 3 Standard Conditions to Oregon City Personal Services Agreement
- Exhibit 4 Business License Application

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# CITY OF OREGON CITY

## Staff Report

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

**To:** City Commission **Agenda Date:** 09/02/2020  
**From:** Public Works Director John M. Lewis, PE

### SUBJECT:

Award of Public Improvement Contract for the Barclay Hills Rectangular Rapid Flashing Beacon (RRFB) Project (CI 20-002)

### STAFF RECOMMENDATION:

Award the bid and authorize the City Manager to execute the Contract Agreement with Lee Contractors, LLC in the amount of \$70,000 for the Barclay Hills RRFB Project (CI 20-002).

### EXECUTIVE SUMMARY:

Staff received two bids for the construction of the Barclay Hills RRFB and is recommending award to Lee Contractors, LLC.

### BACKGROUND:

The City of Oregon City's Transportation System Plan (TSP) provides a long-term guide for City transportation investments by incorporating the vision of the community into an equitable and efficient transportation system for pedestrians, bicyclists, and automobiles. The TSP recommends projects around the city to enhance pedestrian safety. Project C30 is identified in the City's TSP which calls for the installation of a pedestrian-activated crosswalk signal on Molalla Avenue at Barclay Hills Drive. The type of crosswalk signal to be installed on Molalla Avenue at Barclay Hills Drive is a Rectangular Rapid Flashing Beacon, or RRFB. The project will also remove the existing trees within the median to increase visibility for drivers and pedestrians. The project will include installation of pedestrian buttons at each side of the road and in the median, which will activate the RRFB to assist with pedestrian crossings.

On July 31 and August 3, 2020, staff solicited for bids in the *Daily Journal of Commerce* and on the City's bid site in accordance with City and State contracting procedures to construct the project identified as the Barclay Hills RRFB Project. Two bids were received for the project. The apparent low bid was submitted by Lee Contractors, LLC. in the amount of \$70,000.

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

Lee Contractors, LLC	\$70,000.00
Aaken Corporation Electric	\$116,421.00

Engineer's Estimate	\$86,350.00
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The bid was reviewed by City staff and determined to be responsive and responsible.

**OPTIONS:**

1. Authorize the City Manager to execute the Contract Agreement with Lee Contractors, LLC in the amount of \$70,000 for the Barclay Hills RRFB Project.
2. Reject the bid from Lee Contractors, LLC. If the Commission chooses to reject the lowest responsible bid, staff requests Commission direction on how to proceed.

**BUDGET IMPACT:**

Amount: \$70,000

FY(s): 2020

Funding Source(s): Transportation SDC and Transportation Fund

Point of Contact: Sang Pau  
Term of Contract: \_\_\_\_\_

**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 **LEE CONTRACTORS, LLC** (“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: **Barclay Hills Drive RRFB (CI 20-002)** in accordance with the contract documents which are hereby made a part of this agreement.

The contract documents consist of:

Invitation to Bid Scope of Work Instructions to Bidders Bid Proposal and Bid Schedule Compliance with ORS 279C.840 Resident Bidder Status Certification of Drug Testing Program Non-Collusion Statement Asbestos Certification Registrations Certification of Non-Discrimination Certification of Compliance with Tax Law Bidder Responsibility Form Bid Bond First Tier Subcontractor Disclosure Form Customer Service Acknowledgment Form Contract Agreement Oregon City Public Improvement Standard Conditions	Statutory Conditions to Contract Agreement Performance Bond Payment Bond State of Oregon Statutory Public Works Bond General Conditions Prevailing Wage Rates for Public Works Contracts in Oregon, dated July 1, 2020 Prevailing Wage Apprenticeship Rates dated February 1, 2020 Definitions of Covered Occupations for Public Works Contracts in Oregon dated July 1, 2018 Special Provisions Contract Drawings City of Oregon City Standard Details Technical Specifications 2018 Oregon Standard Specifications for Construction (ODOT and APWA) as referenced by these documents All items included within these Contract Documents.
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The order of items cited above does not constitute an order of precedence different than that established in the special or standard specifications. Equivalent titles, which may be substituted for the above listed items, are included as if specifically named.

**ARTICLE II - Time of Completion**

The project shall be complete within 30 days from the Beginning of Contract Time as identified in 00180.50(b) of the Special Provisions, more specifically established as \_\_\_\_\_.

**ARTICLE III – Contract Amount**

The Contract Amount for the work covered by this Agreement is estimated to be **seventy thousand and no/100 dollars (\$70,000.00)**.

**ARTICLE IV - Warranty and Quality of Work**

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

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

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

**CITY OF OREGON CITY**

**LEE CONTRACTORS, LLC**

by: \_\_\_\_\_  
Anthony J. Konkol III  
City Manager

\_\_\_\_\_  
Printed Name

by: \_\_\_\_\_  
Authorized signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Taxpayer ID Number

Approved as to Legal Sufficiency:  
by: \_\_\_\_\_  
City Attorney

Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City Commission Award Date:  
\_\_\_\_\_

Client City of Oregon City  
 Project Barclay Hills Drive RRFB (CI 20-002)  
 Bid Tabulation

Date:

Apparent Low

Other Bidders

Item	Description	Units	Quantity	Engineers Estimate		LEE CONTRACTORS LLC		AAKEN CORPORATION ELECTRIC	
				Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
1	Mobilization	LS	1	\$ 5,800.00	\$ 5,800.00	\$ 15,000.00	\$ 15,000.00	\$ 9,500.00	\$ 9,500.00
2	Temporary protection and direction of traffic	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,955.00	\$ 3,955.00
3	Flaggers	HOURS	40	\$ 57.00	\$ 2,280.00	\$ 95.00	\$ 3,800.00	\$ 67.00	\$ 2,680.00
4	Erosion Control	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
5	Pollution Control	LS	1	\$ 500.00	\$ 500.00	\$ 75.00	\$ 75.00	\$ 500.00	\$ 500.00
6	Removal of Structures and Obstructions	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 2,200.00	\$ 2,200.00
7	Trench Resurfacing	SY	15	\$ 270.00	\$ 4,050.00	\$ 120.00	\$ 1,800.00	\$ 135.00	\$ 2,025.00
8	Concrete Walks	SQFT	120	\$ 25.00	\$ 3,000.00	\$ 35.00	\$ 4,200.00	\$ 147.00	\$ 17,640.00
9	Concrete Island with River Rock	SQFT	105	\$ 100.00	\$ 10,500.00	\$ 25.00	\$ 2,625.00	\$ 144.00	\$ 15,120.00
10	Remove and Reinstall Signs	LS	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00
11	Pole and Foundations	LS	1	\$ 1,100.00	\$ 1,100.00	\$ 2,000.00	\$ 2,000.00	\$ 1,265.00	\$ 1,265.00
12	Lighting Poles and Arms	LS	1	\$ 4,400.00	\$ 4,400.00	\$ 4,500.00	\$ 4,500.00	\$ 4,490.00	\$ 4,490.00
13	Luminaires, Lamps, and Ballasts	LS	1	\$ 550.00	\$ 550.00	\$ 1,500.00	\$ 1,500.00	\$ 1,604.00	\$ 1,604.00
14	Switching, Conduit, and Wiring	LS	1	\$ 3,150.00	\$ 3,150.00	\$ 15,000.00	\$ 15,000.00	\$ 14,164.00	\$ 14,164.00
15	Rectangular Rapid Flashing Beacon Installation	LS	1	\$ 39,400.00	\$ 39,400.00	\$ 15,000.00	\$ 15,000.00	\$ 39,278.00	\$ 39,278.00
#REF!					\$ 82,230.00	-14.9%	\$ 70,000.00	41.6%	\$ 116,421.00

(ESTIMATED RANGE)

#REF!

#REF!

Note:



**CITY OF OREGON CITY**  
**Staff Report**

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

**To:** City Commission

**Agenda Date:** 09/02/2020

**From:** Public Works Director; John Lewis

**SUBJECT:**

Amendment No. 1 to Personal Services Agreement with RH2 Engineering for the Hunter Avenue Booster Pump Station Electrical and Control Upgrades (PS 20-007)

**STAFF RECOMMENDATION:**

Approve the Amendment No. 1 with RH2 Engineering in the amount of \$48,095 for the Hunter Avenue Booster Pump Station Electrical and Control Upgrades.

**EXECUTIVE SUMMARY:**

The Hunter Avenue Booster Pump Station Electrical and Control Upgrades project consists of the replacement of the existing telemetry control panel with a new control panel, replacement of the existing pump soft-starters with variable frequency drives (VFD's), and replacement of the existing feeder circuits to the VFD's.

RH2 Engineering, Inc. (RH2) provided the City with final bid documents for the City's use in bidding the Hunter Avenue Booster Pump Station Electrical and Control Upgrades project on July 16, 2020. These deliverables completed RH2's engineering design service responsibilities as part of the original contract executed on February 28, 2020. The City has requested that RH2 provide additional engineering services during the bidding and construction of the project which include services during bidding, services during construction, and automatic control system software development.

Bidding services include attendance at the pre-bid meeting, responding to bidder questions, preparation of addendums, assisting with the bid opening, and bidder evaluation. Construction services include attendance at the preconstruction conference, reviewing submittals, providing on-call construction technical support services, assisting with startup and testing, project closeout, and preparation of record drawings. Automatic control software development services include developing the programmable logic controller, operator interface, and human machine interface software; attending control system factory testing; control system field testing and startup; and providing training and operation and maintenance documents.

**BACKGROUND:**

The City of Oregon City (City) desires to upgrade electrical and control equipment at its Hunter Avenue Booster Pump Station (BPS). The Hunter Avenue BPS has begun experiencing electrical and control system faults that have resulted in pump station shutdowns. While the City has been able to implement a temporary solution, it has been determined that the existing control panel and pump motor starters have reached their reliable useful life and need replacement. The City previously requested that RH2 Engineering, Inc., (RH2) provide professional services to prepare plans, specifications, and an estimate (PSE) for bidding and construction of the improvements necessary to replace this equipment. RH2 is currently under contract to provide these design services. The City has requested that RH2 prepare a contract amendment for additional services following the completion of design, including services during bidding and construction, as well as automatic control system software development for the modifications associated with this project to the City's Supervisory Control and Data Acquisition (SCADA) system.

**OPTIONS:**

- 1. Approve this amendment.
- 2. Disapprove this amendment.

**BUDGET IMPACT:**

Original Contract Amount:	\$19,819.00
Amendment Amount:	\$48,095.00
Total Contract Amount:	\$67,914.00
FY(s):	2020/21
Funding Source(s):	Water Division - Pump Station Budget (510-551-6160)

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

**HUNTER AVENUE BOOSTER PUMP STATION (PS 20-007)**

This is an Amendment to the Personal Services Agreement by and between the City of Oregon City (hereinafter City), and **RH2 ENGINEERING, INC.**, hereinafter called "PS Contractor," which was previously entered into on **February 20, 2020** ("Contract") for **HUNTER AVENUE BOOSTER PUMP STATION ELECTRICAL AND CONTROL UPGRADES** and  
Whereas, the parties wish to amend the Contract as set forth below:

WITNESSETH:

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

**See attached Scope of Work**

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

**August 18, 2020 until February 28, 2021**

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

Original Contract:	\$19,819.00
Amendment No.1:	<u>\$48,095.00</u>
Total Contract:	\$67,914.00

For provision of revision of fee schedule described above, the contract price shall be increased by an amount not to exceed **forty-eight thousand ninety-five and 00/100 dollars (\$48,095.00)**. The total not to exceed amount of the Agreement shall be **sixty-seven thousand, nine hundred fourteen and 00/100 dollars (\$67,914.00)**.

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

[Signature block on next page]

**RH2 ENGINEERING, INC.**

**CITY OF OREGON CITY**

By: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Tony Konkol  
City Manager

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
John M. Lewis, P.E.  
Public Works Director

\\depot\departments\PublicWorks\CIP\_PS\_RFQ\_RFP\PS\_Open\PS 20-007 Hunter Avenue Booster Pump Station-HP\CONTRACT\Amendment No. 1\Amendment 1 - RH2 Engineering - Hunter Avenue Booster Pump Station PS 20-007 - with attachments.docx

**EXHIBIT A**  
**Scope of Work**  
**Amendment No. 1**  
**City of Oregon City**  
**Hunter Avenue Booster Pump Station Electrical and Control Upgrades**  
 August 2020

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## Background

The City of Oregon City (City) desires to upgrade electrical and control equipment at its Hunter Avenue Booster Pump Station (BPS). The Hunter Avenue BPS has begun experiencing electrical and control system faults that have resulted in pump station shutdowns. While the City has been able to implement a temporary solution, it has been determined that the existing control panel and pump motor starters have reached their reliable useful life and need replacement. The City previously requested that RH2 Engineering, Inc., (RH2) provide professional services to prepare plans, specifications, and an estimate (PSE) for bidding and construction of the improvements necessary to replace this equipment. RH2 is currently under contract to provide these design services.

The City has requested that RH2 prepare a contract amendment for additional services following the completion of design, including services during bidding and construction, as well as automatic control system software development for the modifications associated with this project to the City's Supervisory Control and Data Acquisition (SCADA) system.

## Task 3 – Services During Bidding and Construction

**Objective:** Provide bidding assistance, as requested by the City, to respond to bidder questions, prepare addenda, conduct bidder evaluations, and recommend award for the project. Provide construction contract administration services, as requested by the City, to respond to contractor questions or changes, review requests for payment, perform field observations, assist with startup and testing, and prepare record drawings.

### Approach:

- 3.1 Attend Pre-Bid Meeting, Respond to Bidder Questions and Prepare Addenda: Attend pre-bid meeting with the City and potential bidders. Respond to questions from bidders regarding construction plans, technical specifications, or construction contract conditions during the bidding process. Assist the City in preparing addenda for plan holders if determined necessary by the City and RH2 during the bidding process.
- 3.2 Assist with Bid Opening and Bidder Evaluation: Review subcontractors, suppliers, and others proposed by the prime contractor if required by the bidding documents. Develop bid tabulation and provide a letter of recommendation for award.
- 3.3 Attend Pre-Construction Conference: Prepare for and attend the pre-construction conference with the contractor, City, RH2, special inspector, and impacted or adjacent utilities. Prepare an agenda and meeting minutes for the pre-construction conference.

- 3.4 Perform Submittal Reviews: Review contractor submittals, shop drawings, and procedures per the project documents. Coordinate with the City regarding requests for substitute and “or-equal” items proposed for use by the contractor.
- 3.5 Provide On-Call Construction Technical Support Services: Provide up to twenty (20) hours of on-call technical support services including, but not limited to, construction meetings, on-site construction observation, responding to contractor’s technical questions and requests for information (RFIs), and reviewing change orders. *RH2 will coordinate with the contractor and City inspectors to provide construction observation at critical stages of construction and as requested by the City. The contractor will retain and coordinate with testing firm(s) for all special inspections.*
- 3.6 Assist with Startup, Testing, and Project Closeout: Review contractor’s testing and startup plan and observe testing and startup of the BPS facility with the City. *It is assumed that testing and startup will be conducted over a one (1)-day period.* Conduct final walkthrough with City staff and the contractor and prepare punch list. Prepare a letter recommending project acceptance following completion of construction.
- 3.7 Prepare Record Drawings: Provide record drawings representative of the as-constructed project. *Record drawings will be completed based upon contractor and inspector redlined markups to as-bid drawings.*

Assumptions:

- *It is assumed that up to one (1) addenda may be needed.*
- *It is assumed that no special prequalifications will be required of bidders or contractors.*
- *It is assumed that the City will take the lead in the bid and construction administration phase.*
- *RH2 will perform the services described up to the amounts included in the attached Fee Estimate. If additional effort is needed, that extra work will be mutually determined by the City and RH2.*

RH2 Deliverables:

- Attendance and pre-bid meeting.
- Assistance with one (1) addenda, as needed.
- Bid tabulation and letter of recommendation for award in electronic format (PDF).
- Submittal and shop drawing review and documentation in electronic format.
- Clarification and change order review and documentation, if required, in electronic format.
- Construction observation reports from site visits, if required, in electronic format (PDF).
- Review and recommendation of contractor requests for payment, as requested, in electronic format.
- Punch list following final walkthrough in electronic format (PDF).

- Letter recommending substantial completion and project acceptance in electronic format (PDF).
- Record drawings based on contractor redlines.

#### Task 4 – Telemetry and Control Software Development

Objective: Provide programmable logic controller (PLC), operator interface (OI), and human machine interface (HMI) software development, testing, and startup services to control and operate the BPS.

Approach:

- 4.1 Develop PLC Software: Perform PLC software development for the BPS telemetry panel. *The PLC will be an Allen-Bradley L3 Series CompactLogix controller.*
- 4.2 Develop OI and HMI Software: Perform OI and HMI software development for the BPS telemetry panel and the existing Wonderware In-Touch HMI software. Provide OI and HMI screen layouts to the City in the early phases of software development for review and comment by the City. *The OI will be an Allen-Bradley PanelView Plus 7, 10-inch Performance Version.*
- 4.3 Attend Control System Factory Testing: Perform control system factory testing of telemetry control panel hardware and software and the variable frequency drives in the control system integrator’s panel shop. The City will be invited to attend a demonstration by RH2 of the control system software in the panel shop. Revise the PLC and OI software based on comments provided by the City at the factory testing demonstration.
- 4.4 Attend Control System Field Testing and Startup: Attend control system field testing and startup services for the PLC, OI, and HMI software.
- 4.5 Provide Training and Operations and Maintenance Documents: Provide software training and operations and maintenance (O&M) material for the PLC and OI software. PLC and OI code will be provided to the City on a CD-ROM or flash drive as part of the O&M material.

Assumptions:

- *The contractor assigned to construct the proposed BPS improvements will be responsible for providing the BPS telemetry panel, including PLC and OI.*

RH2 Deliverables:

- OI and HMI screen layouts.
- Attendance at control system factory testing, field testing, and startup.
- O&M material in electronic format.
- PLC and OI code on CD or flash drive.

**EXHIBIT B**

Fee Estimate

Amendment No. 1

City of Oregon City

Hunter Avenue Booster Pump Station Electrical and Control Upgrades

Aug-20

Description		Total Hours	Total Labor	Total Expense	Total Cost
Classification					
<b>Task 3</b>	<b>Services During Bidding and Construction</b>	74	\$ 13,082	\$ 1,820	\$ 14,902
3.1	Attend Pre-Bid Meeting, Respond to Bidder Questions and Prepare Addenda	12	\$ 1,968	\$ 262	\$ 2,230
3.2	Assist with Bid Opening and Bidder Evaluation	4	\$ 696	\$ 26	\$ 722
3.3	Attend Pre-Construction Conference	10	\$ 2,016	\$ 233	\$ 2,249
3.4	Perform Submittal Reviews	12	\$ 2,192	\$ 332	\$ 2,524
3.5	Provide On-Call Construction Technical Support Services	20	\$ 3,464	\$ 564	\$ 4,028
3.6	Assist with Startup, Testing, and Project Closeout	8	\$ 1,332	\$ 189	\$ 1,521
3.7	Prepare Record Drawings	8	\$ 1,414	\$ 213	\$ 1,627
<b>Task 4</b>	<b>Telemetry and Control Software Development</b>	154	\$ 32,076	\$ 1,117	\$ 33,193
4.1	Develop PLC Software	48	\$ 9,840	\$ 246	\$ 10,086
4.2	Develop OI and HMI Software	48	\$ 10,440	\$ 261	\$ 10,701
4.3	Attend Control System Factory Testing	12	\$ 2,400	\$ 251	\$ 2,651
4.4	Attend Control System Field Testing and Startup	32	\$ 6,640	\$ 253	\$ 6,893
4.5	Provide Training and Operations and Maintenance Documents	14	\$ 2,756	\$ 107	\$ 2,863
<b>SUBTOTAL</b>		228	\$ 45,158	\$ 2,937	\$ 48,095
<b>Project Total</b>		228	\$ 45,158	\$ 2,937	\$ 48,095

<b>EXHIBIT C</b>		
<b>RH2 ENGINEERING, INC.</b>		
<b>2020 SCHEDULE OF RATES AND CHARGES</b>		
<b>RATE LIST</b>	<b>RATE</b>	<b>UNIT</b>
Professional I	\$143	\$/hr
Professional II	\$159	\$/hr
Professional III	\$171	\$/hr
Professional IV	\$185	\$/hr
Professional V	\$200	\$/hr
Professional VI	\$212	\$/hr
Professional VII	\$230	\$/hr
Professional VIII	\$238	\$/hr
Professional IX	\$238	\$/hr
Control Specialist I	\$131	\$/hr
Control Specialist II	\$143	\$/hr
Control Specialist III	\$157	\$/hr
Control Specialist IV	\$169	\$/hr
Control Specialist V	\$180	\$/hr
Control Specialist VI	\$193	\$/hr
Control Specialist VII	\$208	\$/hr
Control Specialist VIII	\$216	\$/hr
Technician I	\$108	\$/hr
Technician II	\$118	\$/hr
Technician III	\$135	\$/hr
Technician IV	\$145	\$/hr
Technician V	\$158	\$/hr
Technician VI	\$174	\$/hr
Technician VII	\$189	\$/hr
Technician VIII	\$199	\$/hr
Administrative I	\$71	\$/hr
Administrative II	\$84	\$/hr
Administrative III	\$100	\$/hr
Administrative IV	\$118	\$/hr
Administrative V	\$136	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.575	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.

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

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

2. Payment.

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

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

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

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

3. Independent Consultant Status.

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

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

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

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

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

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

4. Early Termination.

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

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

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

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

5. No Third-Party Beneficiaries. City and

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

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

**6. Payment of Laborers; Payment of Taxes.**

(a) Consultant shall:

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

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

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

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

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

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

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

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

**7. Subconsultants and Assignment.**

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

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

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

**10. Compliance With Applicable Law.**

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

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

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

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

13. Indemnity and Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. Arbitration.

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

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

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

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

Item 8c.

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.

Point of Contact: Kevin Hanks  
Term of Contract: February 11, 2020-August 11, 2020

**CITY OF OREGON CITY  
PERSONAL SERVICES AGREEMENT**

**HUNTER AVENUE BOOSTER PUMP STATION (PS 20-007)**

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

**RECITALS**

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

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

The parties agree as follows:

**AGREEMENT**

1. Term. The term of this Agreement shall be from the date the contract is fully executed until **August 11, 2020**, 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 **nineteen thousand eight-hundred nineteen and no/100 dollars (\$19,819.00)**.

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

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

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

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

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

To the City: City of Oregon City  
PO Box 3040  
625 Center Street  
Oregon City, OR 97045  
Attention: John M. Lewis

To Consultant: RH2 ENGINEERING, INC.  
22722 29<sup>th</sup> Dr. SE, STE 210  
Bothell, WA 98021  
Attn: Chris Roberts

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 28 day of February, 20 20.

CITY OF OREGON CITY

RH2 ENGINEERING, INC.

By: John M. Lewis

By: Michael J. Ballard

Title: Public Works Director

Title: Director

DATED: 2-26, 20 20

DATED: 2/28, 20 20

**EXHIBIT A**  
**Scope of Work**  
**City of Oregon City**  
**Hunter Avenue Booster Pump Station Electrical and Control Upgrades**  
 January 2020

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## Background

The City of Oregon City (City) desires to upgrade electrical and control equipment at its Hunter Avenue Booster Pump Station (BPS). The Hunter Avenue BPS has recently begun experiencing electrical and control system faults that have resulted in pump station shutdowns. While the City has been able to implement a temporary solution, it has been determined that the existing control panel and pump motor starters have reached their reliable useful life and are in need of replacement. The City has requested that RH2 Engineering, Inc., (RH2) provide professional services to prepare plans, specifications, and an estimate (PSE) for bidding and construction of the improvements necessary to replace this equipment.

Additional services that may be provided by RH2 as part of a future contract or contract amendment include services during bidding, services during construction, and telemetry and control software development for pump station operation and control.

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

- *RH2 will rely on the accuracy and completeness of any data, information, or materials generated or provided by the City or others in relation to the work.*
- *Unless otherwise noted, project deliverables will be provided in electronic format (PDF).*
- *Limited as-built records and no wiring diagrams are available for the Hunter Avenue BPS.*
- *The Division 17 Automatic Control technical specifications will be prepared with the intent of having RH2 provide the control system programming during the construction of the improvements.*

## Task 1 – Preliminary Engineering

**Objective:** Perform preliminary engineering, including conducting site visit(s), to evaluate and document the condition of the existing pump station, confirm the scope of the needed improvements, and assist the City in developing an opinion of construction cost (OPCC) estimate for budgeting and bidding purposes.

### Approach:

- 1.1 Evaluate Pump Station: Meet with City staff to review and evaluate the condition of the BPS electrical/control systems and confirm the scope of the improvements. Work with City staff to identify and obtain relevant background information needed to perform work by RH2.

- 1.2 Develop OPCC Estimate: Review and opine on preliminary scope and cost proposals prepared by others for the BPS upgrades. Prepare engineer's OPCC estimate for the improvements based on RH2's evaluation of the BPS and confirmation of the project scope with the City.

**Provided by City:**

- Access to the Hunter Avenue BPS and attendance by key staff at site meeting to review operation issues and discuss scope of improvements.
- Available as-built records related to the construction and any modifications to the BPS.
- Available information on BPS control system, including current programmable logic controller (PLC) program.
- Cost proposals prepared by others for the BPS upgrades.

**RH2 Deliverables:**

- Attendance at site meeting.
- Preliminary OPCC estimate.

**Task 2 – Final Design**

**Objective:** Prepare 90-percent and bid-ready design documents for bidding and construction.

**Approach:**

- 2.1 Prepare 90-Percent Plans and Specifications: Prepare 90-percent design level drawings. Prepare construction contract documents to the 90-percent level, including both technical and non-technical construction contract requirements, general conditions, and special requirements. Prepare 90-percent engineer's OPCC for the proposed improvements.
- 2.2 Perform Quality Control Review: Perform internal quality control and quality assurance (QA/QC) review of the 90-percent plans and specifications.
- 2.3 Attend 90-Percent Review Meeting: Provide and present 90-percent design, including plans, specifications, engineer's OPCC, and updated project schedule for the City's review and comment. Attend one (1) review meeting with City staff and prepare meeting agenda and minutes.
- 2.4 Prepare Bid-Ready Plans and Specifications: Incorporate QA/QC and City's 90-percent review comments and prepare plans and specifications for bidding and construction. Provide one (1) hard copy of bid-ready documents for use in reproduction of bidding documents.

**Assumptions:**

- *It is assumed the City's front-end construction contract documents and RH2's technical specifications in a modified Construction Specifications Institute (CSI) format will be used for the project.*

**Provided by City:**

- City front-end documents (bid and construction contract forms and conditions).

**RH2 Deliverables:**

- 90-percent and bid-ready plans and construction contract documents, including front-end documents and technical specifications.
- Engineer's opinion of probable construction cost based on 90-percent design.
- 90-percent review meeting agenda and minutes.
- One (1) reproducible set of bidding documents in hard copy format with half-size (11-inch by 17-inch) plan sheets.

**EXHIBIT B****Fee Estimate****City of Oregon City****Hunter Avenue Booster Pump Station Electrical and Control Upgrades****Jan-20**

Description		Total Hours	Total Labor	Total Expense	Total Cost
Classification					
<b>Task 1</b>	<b>Preliminary Engineering</b>	<b>18</b>	<b>\$ 4,140</b>	<b>\$ 150</b>	<b>\$ 4,290</b>
1.1	Evaluate Pump Station	8	\$ 1,840	\$ 92	\$ 1,932
1.2	Develop OPCC Estimate	10	\$ 2,300	\$ 58	\$ 2,358
<b>Task 2</b>	<b>Final Design</b>	<b>78</b>	<b>\$ 13,854</b>	<b>\$ 1,675</b>	<b>\$ 15,529</b>
2.1	Prepare 90-Percent Plans and Specifications	44	\$ 7,542	\$ 1,018	\$ 8,560
2.2	Perform Quality Control Review	10	\$ 2,092	\$ 52	\$ 2,144
2.3	Attend 90-Percent Review Meeting	12	\$ 2,252	\$ 296	\$ 2,548
2.4	Prepare Bid-Ready Plans and Specifications	12	\$ 1,968	\$ 309	\$ 2,277
<b>TOTAL BASE SERVICES</b>		<b>96</b>	<b>\$ 17,994</b>	<b>\$ 1,825</b>	<b>\$ 19,819</b>

<b>EXHIBIT C</b>		
<b>RH2 ENGINEERING, INC.</b>		
<b>2020 SCHEDULE OF RATES AND CHARGES</b>		
<b>RATE LIST</b>	<b>RATE</b>	<b>UNIT</b>
Professional I	\$143	\$/hr
Professional II	\$159	\$/hr
Professional III	\$171	\$/hr
Professional IV	\$185	\$/hr
Professional V	\$200	\$/hr
Professional VI	\$212	\$/hr
Professional VII	\$230	\$/hr
Professional VIII	\$238	\$/hr
Professional IX	\$238	\$/hr
Control Specialist I	\$131	\$/hr
Control Specialist II	\$143	\$/hr
Control Specialist III	\$157	\$/hr
Control Specialist IV	\$169	\$/hr
Control Specialist V	\$180	\$/hr
Control Specialist VI	\$193	\$/hr
Control Specialist VII	\$208	\$/hr
Control Specialist VIII	\$216	\$/hr
Technician I	\$108	\$/hr
Technician II	\$118	\$/hr
Technician III	\$135	\$/hr
Technician IV	\$145	\$/hr
Technician V	\$158	\$/hr
Technician VI	\$174	\$/hr
Technician VII	\$189	\$/hr
Technician VIII	\$199	\$/hr
Administrative I	\$71	\$/hr
Administrative II	\$84	\$/hr
Administrative III	\$100	\$/hr
Administrative IV	\$118	\$/hr
Administrative V	\$136	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.575	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.

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

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

2. Payment.

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

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

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

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

3. Independent Consultant Status.

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

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

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

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

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

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

4. Early Termination.

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

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

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

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

5. No Third-Party Beneficiaries. City and

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

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

6. Payment of Laborers; Payment of Taxes.

(a) Consultant shall:

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

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

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

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

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

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

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

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

7. Subconsultants and Assignment.

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

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

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

10. Compliance With Applicable Law.

## STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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

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

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

13. Indemnity and Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. Arbitration.

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

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

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

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

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

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

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

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

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

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

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



# City of Oregon City

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

Item 8d.

## Meeting Minutes - Draft

### City Commission

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Wednesday, June 3, 2020

6:00 PM

Commission Chambers

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#### Work Session

#### 1. Convene Work Session

*Mayor Holladay called the meeting to order at 6:02 PM.*

#### 2. Roll Call

**Present:** 5 - Mayor Dan Holladay, Commissioner Frank O'Donnell, Commissioner Rachel Lyles Smith, Commissioner Rocky Smith Jr. and Commissioner Denyse McGriff

**Staffers:** 10 - City Manager Tony Konkol, City Recorder Kattie Riggs, Police Chief and Public Safety Director James Band, Community Development Director Laura Terway, Public Works Director John Lewis, Sr. Planner Pete Walter, Project Engineer Bob Balgos, Human Resources Director Patrick Foiles, Greg Williams and Finance Director Wyatt Parno

#### 3. Discussion Items

##### 3a. Sanitary Sewer Infiltration and Inflow Program

*John Lewis, Public Works Director, and Bob Balgos, Project Engineer, gave a presentation on the Sanitary Sewer Infiltration and Inflow Program. They explained Inflow/Infiltration (I/I), key findings of the sanitary sewer system analysis, 5-year recommended Capital Improvement Projects list, I/I private lateral policy and downspout disconnection policy, City Code update to Chapters 13.08 and 13.04, sanitary sewer design standard update, customer fee options and fee schedule, implementation, private lateral repair program, outreach strategy, and Commission direction.*

*There was discussion regarding sharing the cost with WES (Clackamas Water Environment Services), refusal of WES to provide numbers to the City, how Oregon City residents would pay significant costs to make WES more efficient and not benefit from a lower rate, additional financial burden to citizens at this time, purpose of the program, fee options, budget implications, if WES was making deals with each city and equity among the cities, and putting this project on hold until they had answers from WES.*

*Mr. Lewis would like to get started on the inspection program for private laterals.*

*There was consensus not to move forward until the City received answers from WES.*

**3b.** Oregon City Comprehensive Plan Update and Draft Public Involvement Plan for Community Vision OC 2040

*Laura Terway, Community Development Director, introduced the agenda item.*

*Pete Walter, Senior Planner, gave a presentation on the Comprehensive Plan update and draft Public Involvement Plan for the Community Vision OC 2040. He explained the purpose of long range planning, community education and engagement, project timeline, OC 2040 logo, and schedule for Visioning engagement.*

*There was discussion regarding neighborhood planning, beginning the process with a community vision, high school students' contribution to the logo, email from Mr. James Nicita with suggestions, and reaching out to the Neighborhood Associations.*

**4. Adjournment**

*Mayor Holladay adjourned the meeting at 7:06 PM.*

*Respectfully submitted,*

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*Kattie Riggs, City Recorder*



# City of Oregon City

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

Item 8e.

## Meeting Minutes - Draft

### City Commission

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Wednesday, June 3, 2020

7:00 PM

Commission Chambers

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#### REVISED

#### 1. Convene Regular Meeting and Roll Call

*Mayor Holladay called the meeting to order at 7:18 PM.*

**Present:** 5 - Mayor Dan Holladay, Commissioner Frank O'Donnell, Commissioner Rachel Lyles Smith, Commissioner Rocky Smith Jr. and Commissioner Denyse McGriff

#### 2. Flag Salute

#### 3. Ceremonies, Proclamations, and Presentations

##### 3a. Crosswalk Safety Concerns in Park Place and Barclay Hills Neighborhoods Presented by Bob La Salle

*Mayor Holladay announced he had withdrawn from being the City's representative to the WES (Clackamas Water Environment Services) Advisory Committee and Commissioner Smith would take his place. He complimented the police force in Oregon City and was confident in their ability to handle situations without discrimination.*

*Jim Band, Police Chief, read a statement in response to George Floyd's death and the protests that had taken place.*

*Bob La Salle, Chair of the Citizen Involvement Committee, presented crosswalk safety concerns in Park Place and Barclay Hills neighborhoods. The neighborhoods were requesting that the four Transportation System Plan crosswalks on Holcomb Boulevard be raised in priority and constructed by any means possible as soon as possible. They also requested the crosswalks on Molalla Avenue in the Barclay Hills area be upgraded to the intermittent flashing light variety.*

*There was discussion regarding funding, ADA (Americans with Disabilities Act) requirements, improvements that were already being planned, possible grants, and costs for these facilities.*

*There was consensus for staff to raise these improvements in priority.*

#### 4. Citizen Comments

*There were no citizen comments.*

## 5. Adoption of the Agenda

*The agenda was adopted as presented.*

## 6. Public Hearings

### 6a. First Reading of Ordinance No. 20-1007, Vacating a Section of Right-of-Way Adjacent to 13735 Lazy Creek Lane

*John Lewis, Public Works Director, explained the request to vacate a section of right-of-way adjacent to Lazy Creek Lane to make it a through street. It met all of the criteria and would result in a subdivision that would provide housing in the City.*

*Mayor Holladay opened the public hearing.*

*There was no public testimony.*

*Mayor Holladay closed the public hearing.*

**A motion was made by Commissioner Lyles Smith, seconded by Commissioner Smith, to approve the first reading of Ordinance No. 20-1007, vacating a section of right-of-way adjacent to 13735 Lazy Creek Lane. The motion carried by the following vote:**

**Aye:** 5 - Mayor Dan Holladay, Commissioner Frank O'Donnell, Commissioner Rachel Lyles Smith, Commissioner Rocky Smith Jr. and Commissioner Denyse McGriff

## 7. General Business

### 7a. Second Reading of Ordinance No. 20-1005, Amending the Natural Resources Overlay District and Approving File LEG-19-00006

**A motion was made by Commissioner McGriff, seconded by Commissioner Lyles Smith, to approve the second reading and final adoption of Ordinance No. 20-1005, amending the Natural Resources Overlay District and approving File LEG-19-00006. The motion carried by the following vote:**

**Aye:** 4 - Mayor Dan Holladay, Commissioner Frank O'Donnell, Commissioner Rachel Lyles Smith and Commissioner Rocky Smith Jr.

**Abstain:** 1 - Commissioner Denyse McGriff

### 7b. Second Reading of Ordinance No. 20-1006, Thimble Creek Concept Plan/Beavercreek Road Concept Plan- Code and Zoning Amendments (LEG 19-00003)

*Laura Terway, Community Development Director, asked if the Commission wanted to re-open the record to include the written testimony from Elizabeth Graser-Lindsey. If re-opened she asked that the item be continued for staff to respond to the testimony.*

*Carrie Richter, Assistant City Attorney, did not think anything in the letter was new information.*

*The letter was distributed to the Commission to read. Mayor Holladay said they would come back to this item after everyone had a chance to read the letter.*

**7c. Establishment of an Economic Development Strategic Plan Steering Committee**

*James Graham, Economic Development Manager, recommended the establishment of an Economic Development Strategic Plan Steering Committee. He explained the goals of the Strategic Plan and listed the names of the recommended Committee members.*

*There was discussion regarding combining this work with the visioning process and tourism.*

**A motion was made by Commissioner McGriff, seconded by Commissioner Lyles Smith, to approve the establishment of an Economic Development Strategic Plan Steering Committee. The motion carried by the following vote:**

**Aye:** 5 - Mayor Dan Holladay, Commissioner Frank O'Donnell, Commissioner Rachel Lyles Smith, Commissioner Rocky Smith Jr. and Commissioner Denyse McGriff

**7d. Community Showcase and Use of Gift Certificates**

*Mr. Graham explained the Community Showcase Program and use of gift certificates as one way to implement the Tourism Strategic Plan. This would be a ten month program.*

*Matthew Weintraub, Tourism Program Specialist, discussed how they planned to develop virtual tours that would merge historical attractions and local restaurants.*

*Mr. Graham said they were asking for \$20,000 for the program.*

*There was discussion regarding getting virtual tours for all the historic sites in the City rather than only City owned sites, transitioning the program to encouraging people to visit the sites when they were re-opened, how they were picking the businesses for the gift cards, and coming back with a plan for developing tours and the equitable distribution and promotion of the sites.*

*Staff would come back with a plan as discussed.*

**7e. Temporary Shower Trailer at Clackamas County's Facility Located at 902 Abernethy Road in Oregon City**

*Tony Konkol, City Manager, discussed a temporary shower trailer at Clackamas County's maintenance facility located at 902 Abernethy Road. With the restrictions that were in place for Covid-19, showers for the homeless at Father's Heart had been reduced. This proposal would bring a temporary shower trailer to the County's facility on Thursdays and Fridays for four hours. It was not intended to be a long-term facility but to continue through the pandemic. He discussed the operation plan and site map.*

*Nancy Bush, Clackamas County, explained who the volunteers would be for the facility.*

*There was discussion regarding whether or not to send notification to the neighboring properties.*

**A motion was made by Commissioner Lyles Smith, seconded by Commissioner McGriff, to approve the temporary shower trailer at Clackamas County's Facility located at 902 Abernethy Road in Oregon City. The motion carried by the following vote:**

**Aye:** 5 - Mayor Dan Holladay, Commissioner Frank O'Donnell, Commissioner Rachel Lyles Smith, Commissioner Rocky Smith Jr. and Commissioner Denyse McGriff

**7b.**

Second Reading of Ordinance No. 20-1006, Thimble Creek Concept Plan/Beavercreek Road Concept Plan- Code and Zoning Amendments (LEG 19-00003)

*Mayor Holladay thought the majority of the letter from Ms. Graser-Lindsey had already been discussed during the last 5-6 years. He was not interested in re-opening the record.*

*Commissioner O'Donnell thought the issues raised had merit. Commissioner Lyles Smith shared some of the concerns that had been raised.*

*Ms. Terway said these concerns were in the record and had been addressed. Staff could re-summarize their findings if the record was re-opened.*

*There was discussion regarding serving development in this area and whether or not to re-open the record.*

**A motion was made by Commissioner O'Donnell, seconded by Commissioner McGriff, to re-open the record for Ordinance No. 20-1006, Thimble Creek Concept Plan/Beavercreek Road Concept Plan-code and zoning amendments (LEG 19-00003) and to continue the matter to June 17, 2020. The motion passed by the following vote:**

**Aye:** 3 - Commissioner Frank O'Donnell, Commissioner Rocky Smith Jr. and Commissioner Denyse McGriff

**Nay:** 2 - Mayor Dan Holladay and Commissioner Rachel Lyles Smith

## **8. Consent Agenda**

**A motion was made by Commissioner McGriff, seconded by Commissioner Lyles Smith, to approve consent agenda items 8b - 8g. The motion carried by the following vote:**

**Aye:** 5 - Mayor Dan Holladay, Commissioner Frank O'Donnell, Commissioner Rachel Lyles Smith, Commissioner Rocky Smith Jr. and Commissioner Denyse McGriff

**8a.**

Resolution No. 20-14, Calling for an Election with the Question Shall Oregon City Authorize Underground Placement of a Wastewater Pipeline in Jon Storm Park and Adopting a Ballot Title

*Commissioner Smith had questions regarding archeology and cultural resources at this site, however WES had not answered any of his questions. He did not want to move forward with this until WES responded.*

*Kattie Riggs, City Recorder, had been in contact with WES since the last meeting and*

*they had provided updated information, however it did not include a plan if there was an archeological find. WES had been in contact with other people and had incorporated the feedback.*

*Commissioner Smith thought the answers should come from WES, not City staff.*

**A motion was made by Commissioner Smith, seconded by Commissioner O'Donnell, to continue this item to the next Commission meeting on June 17, 2020. The motion carried by the following vote:**

**Aye:** 5 - Mayor Dan Holladay, Commissioner Frank O'Donnell, Commissioner Rachel Lyles Smith, Commissioner Rocky Smith Jr. and Commissioner Denyse McGriff

- 8b.** Resolution No. 20-15, Declaring Oregon City's Position to Provide Water Service with Water Supplied by South Fork Water Board to Current and Future Citizens of Oregon City
- 8c.** Change Order's No. 4 & 5 for the Meyers Road Extension Project to Account for Modifications
- 8d.** OLCC: Liquor License Application - Off-Premises, Applying as a Company, Get and Go Grocery, 2200 Molalla Ave., Oregon City
- 8e.** OLCC: Liquor License Application - Full On-Premises, Commercial, Applying as a LLC, Corner 14, LLC, 508 14th Street, Oregon City
- 8f.** Minutes of the March 13, 2020 Special Emergency Meeting
- 8g.** Minutes of the March 27, 2020 Special Emergency Meeting

## **9. Communications**

### **a. City Manager**

*There were no City Manager communications.*

*Mayor Holladay adjourned the meeting at 9:05 PM.*

*Commissioner Smith asked about the remainder of the agenda including Commissioner communications. The Mayor confirmed the meeting was adjourned and had ended.*

*Mayor Holladay left the meeting at 9:05 PM.*

*Ms. Richter assisted the Commission with a process to re-open the meeting if they wanted to proceed with discussing City business. She mentioned that the meeting could be re-opened with a vote.*

**A motion was made by Commissioner Smith, seconded by Commissioner**

**McGriff, to re-open the City Commission meeting of June 3, 2020. The motion carried with the following vote:**

**Aye:** 4 - Commissioner Frank O'Donnell, Commissioner Rachel Lyles Smith, Commissioner Rocky Smith Jr. and Commissioner Denyse McGriff

## b. Commission

*Commission President Rachel Lyles Smith re-opened the Commission meeting at 9:07 PM.*

*Commissioner Smith did not agree with the Mayor's actions to end the meeting before allowing the Commission the opportunity to finish-out the agenda including providing Commission communications. He felt the Mayor didn't have the authority to end the meeting prior to the end of the agenda and also felt it was his way of stifling the Commission from not discussing the murder of George Floyd or addressing the community's concerns.*

*Commissioner Lyles Smith during the break thanked Chief Band for his comments made at the beginning of the meeting, supports the City's police department, and understands that this is a very difficult time.*

*Commissioner O'Donnell agreed with everything that had already been said and was concerned that the remainder of the meeting was not being televised.*

*Commissioner McGriff also appreciates the Oregon City Police department and the proactive approach of Chief Band and the department. She believed the citizens were looking to the City to say something. The message from Chief Band had been very simple, heartfelt, and appreciated. She wanted the community to know they are all working together to make this a better place. They all loved Oregon City a great deal. Everyone needed to stay strong and as she had told one of the Planning Commission members, if you see something, say something. It's past time to be silent.*

## c. Mayor

*There were no Mayor communications.*

## 10. Adjournment

*Commission President Lyles Smith adjourned the meeting at 9:13 PM.*

*Respectfully submitted,*

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*Kattie Riggs, City Recorder*



# City of Oregon City

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

Item 8f.

## Meeting Minutes - Draft

### City Commission

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Sunday, June 7, 2020

7:00 PM

Commission Chambers

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#### Special Emergency Meeting

#### 1. Convene Special Emergency Meeting

*Mayor Holladay called the meeting to order at 7:01 PM.*

#### 2. Roll Call

**Present:** 5 - Mayor Dan Holladay, Commissioner Frank O'Donnell, Commissioner Rachel Lyles Smith, Commissioner Rocky Smith Jr. and Commissioner Denyse McGriff

**Staffers:** 11 - City Manager Tony Konkol, Assistant City Attorney Carrie Richter, Police Chief and Public Safety Director James Band, Community Development Director Laura Terway, Public Works Director John Lewis, City Recorder Kattie Riggs, Finance Director Wyatt Parno, Greg Williams, Human Resources Director Patrick Foiles, Community Communications Coordinator Kristin Brown and Assistant to the City Manager Lisa Oreskovich

#### 3. General Business

##### 3a. City Commission Discussion of Diversity, Equity and Inclusion in Oregon City

*Mayor Holladay read a statement explaining his recent posts on social media and how he was committed to treating all residents with respect and equality.*

*Commission President Lyles Smith read a statement addressing emails that had been sent to the Commission since the Mayor posted his comments on social media. She hoped they could come together and create an equitable and just community.*

*Victoria Taft, resident of California, thought they needed to focus on bringing people together and making sure what happened to George Floyd did not happen in Oregon City. They should not kneel to a mob that would have them do something hastily that they had not given consideration to before.*

*Rolland Walsh, resident of Oregon City, thought leaders should be brave and speak up for justice and ask how they could do better. He thought the comments made by the Mayor were unacceptable and did not work towards equity and justice.*

*Chanda Hall, resident of Oregon City, said the Mayor did not sign a letter condemning the murder of George Floyd as most other cities' mayors did. She thought this was out of step with citizens' wishes and had economic consequences.*

*Reverend John Withum, resident of Oregon City, discussed the value and blessing of human lives and the systemic racism that African Americans were still experiencing. He thought they needed to set a better example in Oregon City.*

*Steve Strobeck, resident of West Linn, defended the Mayor's comments. He questioned using the word systemic for this issue as there was a very small percentage of this type of unarmed killing by police.*

*Molly Robison, resident of Oregon City, heard a lot of racism in her job as a bartender. She thought defunding the Police Department would help reallocate funding to other community resources that could better help with certain situations, such as mental health.*

*Judy Schaffer, resident of Oregon City, discussed what she wanted from leadership in the City.*

*Rick Holladay, resident of Washington, was in support of the Mayor. He was unclear what systemic racism was and thought they needed to listen to one another, speak with definition, and be thoughtful.*

*Matt Brady, resident of Oregon City, said the comments made by the Mayor trivialized the issues and embarrassed the people of the City. He wanted to come together as a community and recognize and dismantle systemic white supremacy.*

*Mayor Holladay said he had already canceled the fireworks event due to Covid.*

*Mayor Holladay left the meeting at 7:40 PM.*

*Commissioner McGriff discussed her background and said citizens had high expectations of their local government and those expectations had not been met. Citizens had asked them to listen and to act and the Commission needed to do so.*

*Commissioner O'Donnell gave his background and agreed racism existed. There were dangers in labels and he had confidence in the City's Police Department and was not in support of disbanding them. The Commission did not have the power to remove the Mayor, however citizens could exercise that right. He thought they needed to solve this from the bottom up, from everyday interactions with humanity, and recognizing the dreams they all shared.*

*Commissioner Smith said high school students looked up to them as leaders in the community. There were issues of equality and racism and being inclusive in the City. He addressed some of the comments that had been made already. The current Commission was the most diverse the City had ever had, but they could do better. He had concerns about the Mayor, especially in not signing the letter from the Metropolitan Mayor's Consortium.*

*Commission President Lyles Smith proposed asking the City staff executive team to work on a diversity, equity, and inclusion policy.*

*Commissioner McGriff said she had been working with staff on that policy and had confidence the process would move forward.*

*Tony Konkol, City Manager, confirmed it was a priority. He appreciated all of the*

*comments that had been made. They had the responsibility to respond to citizens and listen thoughtfully to what they heard and he looked forward to doing that.*

*Commissioner McGriff suggested the Commission pass a resolution regarding the City's commitment to celebrating diversity in the community.*

*There was consensus for staff to draft a resolution for the Commission as soon as possible.*

**3b.**

#### Fourth of July Fireworks Show in Oregon City and Existing Executive Orders Limiting Large Gatherings

*Mr. Konkol discussed the existing executive orders limiting large gatherings due to Covid - 19. The City had canceled all large summer events in response. The Commission had asked about the applicability of the executive orders to the Fourth of July fireworks event. He thought it would be difficult to understand how the event would comply.*

*There was consensus that the fireworks event could not be held this year due to Covid.*

*The Commission discussed the actions of the Mayor in gathering contributions for an event that could not happen, involving a staff member, and doing so without the knowledge of the rest of the Commission. There was concern about the position staff and the City had been put in.*

*Carrie Richter, Assistant City Attorney, explained what the Charter said about reasons for vacancies on the Commission.*

*Commissioner McGriff wanted to make it clear that no one on the Commission should be soliciting money for any purpose unless it was sanctioned by the City.*

**3c.**

#### Discussion of the June 3rd, 2020 Commission Meeting Recording and Commission Communications

*Mr. Konkol said the Commission wanted to discuss the June 3rd, 2020 Commission meeting and lack of opportunity for the Commission to make comments.*

*Commission President Lyles Smith said she had a conversation with the Mayor who said he had instructed the production of the meeting to end the recording immediately after the gavel for adjournment. The Commission voted to re-open the meeting, however she was not sure if any of the comments had been recorded.*

*The Commission discussed how it was pre-planned that the Commission would not have an opportunity to speak at the end of the meeting.*

*Kattie Riggs, City Recorder, explained what had been captured for the June 3, 2020 meeting and the efforts staff was taking to document what was said.*

*Commissioner McGriff thought only the City Manager and City Recorder should be directing the recording of the meetings.*

*Commissioner O'Donnell thought they needed to review the cumulative behavior of the Mayor to determine if there was a violation of conduct or ethics.*

*There was consensus for the City Attorney to do an evaluation taking all of these*

*things into account and bringing back options to the Commission regarding any action the Commission could take.*

*Mr. Konkol said Ms. Riggs had a conversation with Willamette Falls Media about the control of recording meetings coming from staff not the Commission.*

*There was discussion regarding the perception of meetings being recorded and how the public record was the written minutes, not the recording.*

#### **4. Communications**

*Commissioner McGriff stated the Willamette Falls and Landings Heritage Area Coalition and Downtown Oregon City Association had been meeting throughout Covid and were working on several projects.*

#### **5. Adjournment**

*Commission President Lyles Smith adjourned the meeting at 9:04 PM.*

*Respectfully submitted,*

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*Kattie Riggs, City Recorder*



# City of Oregon City

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

Item 8g.

## Meeting Minutes - Draft

### City Commission

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Tuesday, June 9, 2020

5:30 PM

Commission Chambers

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#### Special Emergency Meeting

#### 1. Convene Special Emergency Meeting

*Mayor Holladay called the meeting to order at 5:35 PM.*

#### 2. Roll Call

**Present:** 5 - Mayor Dan Holladay, Commissioner Frank O'Donnell, Commissioner Rachel Lyles Smith, Commissioner Rocky Smith Jr. and Commissioner Denyse McGriff

**Staffers:** 9 - City Manager Tony Konkol, Assistant City Attorney Carrie Richter, City Recorder Kattie Riggs, Police Chief and Public Safety Director James Band, Community Development Director Laura Terway, Public Works Director John Lewis, Human Resources Director Patrick Foiles, Greg Williams and Finance Director Wyatt Parno

#### 3. General Business

##### 3a. Resolution No. 20-19, Declaring Oregon City's Stance Against Racism, Discrimination and Social Injustices in our Country and Community

*Tony Konkol, City Manager, said the Commission directed staff to draft a resolution that condemned violence and racism and fostered a diverse, equitable, and inclusive community that was inviting and safe for all residents and visitors. The Commission emphasized the importance of listening to the community and living up to the expectations of Oregon City's residents.*

*Kim Walsh, resident of Oregon City, spoke on behalf of Unite Oregon City. She discussed how they are working to promote an inclusive present and future and appreciated that the City was taking this seriously.*

*Jessica Palmer, resident of Oregon City, thought until action was taken by the Mayor to educate himself on white supremacy, the words in the resolution were empty and would not appease her or her family.*

*The Commission discussed the importance of making this statement to the community and broader metropolitan area and how it was a good first step, but they would continue to work on these issues.*

**Motion made by Commissioner McGriff, seconded by Commissioner Smith, to approve Resolution No. 20-19, declaring Oregon City's stance against racism, discrimination and social injustices in our country and community. The motion**

carried by the following vote:

**Aye:** 5 - Mayor Dan Holladay, Commissioner Frank O'Donnell, Commissioner Rachel Lyles Smith, Commissioner Rocky Smith Jr. and Commissioner Denyse McGriff

#### 4. Adjournment

*Mayor Holladay adjourned the meeting at 5:48 PM.*

*Respectfully submitted,*

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*Kattie Riggs, City Recorder*



# City of Oregon City

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

Item 8h.

## Meeting Minutes - Draft

### City Commission

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Tuesday, June 9, 2020

6:00 PM

Commission Chambers

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#### Work Session

#### 1. Convene Work Session and Roll Call

*Mayor Holladay called the meeting to order at 6:05 PM.*

**Present:** 5 - Mayor Dan Holladay, Commissioner Frank O'Donnell, Commissioner Rachel Lyles Smith, Commissioner Rocky Smith Jr. and Commissioner Denyse McGriff

**Staffers:** 10 - City Manager Tony Konkol, Assistant City Attorney Carrie Richter, Community Development Director Laura Terway, Public Works Director John Lewis, Public Works Development Projects Manager Josh Wheeler, City Recorder Kattie Riggs, Police Chief and Public Safety Director James Band, Finance Director Wyatt Parno, Human Resources Director Patrick Foiles and Greg Williams

#### 2. Future Agenda Items

##### 2a. List of Future Work Session Agenda Items

*No future agenda items were suggested.*

#### 3. Discussion Items

##### 3a. Temporary use of the Right of Way and a Portion of Private Parking Lots for Existing Restaurant Businesses During the COVID-19 Pandemic

*Tony Konkol, City Manager, discussed a temporary policy for the right-of-way and a portion of private parking lots for existing restaurants to use for dining areas to meet the social distancing requirements during the COVID-19 pandemic. He asked if the Commission was in favor of moving forward with creating this policy.*

*There was discussion regarding making sure there would be enough parking for all businesses, criteria for what this would look like, safety concerns, traffic counts on Main Street, where these would be located, meeting all ADA (Americans with Disabilities Act) requirements, number of temporary signs, charging a fee, and enforcement.*

*There was consensus for staff to move forward with creating a policy and bringing it back to the Commission.*

##### 3b. Sidewalk Obstructions Policy and Code Revisions

*Josh Wheeler, Assistant City Engineer, gave a presentation on the Sidewalk Obstructions Policy and Code revisions. He discussed the history of the sidewalk seating pilot project, proposed Code and policy, fees, and next steps for implementation in 2021. He recommended a resolution waiving the renewable sidewalk permit fee for temporary obstructions on public sidewalks used by commercially zoned businesses and a resolution waiving the fee on the engineering schedule last adopted January 1, 2020 for renewable right-of-way permits.*

*There was discussion regarding businesses posting the obstruction permits, support for waiving the fees subject to compliance with all of the requirements including ADA requirements, sidewalk sales vs. store enticements, amount of fees, separating sale items and decorations, temporary vs. permanent obstructions, allowing some days for sidewalks sales that did require a permit, tiered fee structure, and use of alleys.*

*There was consensus to waive the fees for 2020 as suggested.*

### **3c. Underground Private Utilities - Standard Operating Policy and City Code Revisions**

*Mr. Wheeler gave a presentation on a possible Underground Private Utilities Standard Operating Policy and City Code revisions. He discussed the existing Code and procedure for placing utility lines underground, definition of utilities, utility locations, the issues and examples, current conflicted Code, proposed changes, other related City Code revisions, Capital Improvement Projects within the right-of-way, alleys and driveways, utility poles and small cells, public outreach so far, and next steps. He asked for direction on the proposed policy for undergrounding existing overhead utilities, proposed codification of public utility easements, reduction of regulation and exemption from the land use process, and clarification of Code definitions.*

*The Commission asked questions about these revisions and discussed overlay districts, 5G, setback conflicts, and keeping small cells in the land use process.*

### **3d. Pre-Application Conference Process - Recording Pre-Application Meetings**

*Laura Terway, Community Development Director, discussed the pre-application conference process and adding a requirement to recording pre-application meetings. She reviewed the purpose of the pre-application conference, meetings per year, example notes, disclosures, and comparison of other cities.*

*There was discussion regarding the problem they were trying to solve, pros and cons of recording pre-application meetings, fees, other options for minimizing conflicts, purpose of pre-application meetings, examples of conflict between notes from staff and notes the developer made, doing a one-year pilot program to see how it worked, legal relevance of the recordings, signature of applicant on the notes as acknowledgement of acceptance, and creating a key point summary.*

*There was consensus for staff to come back with options.*

## **4. City Manager's Report**

*There was no City Manager's report.*

**5. Commission Committee Reports**

*There were no Commission reports.*

- a. **Beavercreek Employment Area Blue Ribbon Committee - Commissioner Frank O'Donnell**
- b. **Brownfield Grant Committee - Mayor Dan Holladay**
- c. **Citizen Involvement Committee Liaison - Commissioner Rachel Lyles Smith**
- d. **Clackamas County Coordinating Committee (C4) - Mayor Dan Holladay and Commissioner Rachel Lyles Smith**
- e. **Clackamas Heritage Partners - Commissioner Rocky Smith, Jr.**
- f. **Downtown Oregon City Association Board - Commissioner Denyse McGriff**
- g. **Metro Policy Advisory Committee (MPAC) - Commissioner Rachel Lyles Smith**
- h. **Oregon Governor's Willamette Falls Locks Commission - Mayor Dan Holladay**
- i. **South Fork Water Board (SFWB) - Mayor Dan Holladay, Commissioners Frank O'Donnell and Rocky Smith, Jr.**
- j. **Willamette Falls and Landings Heritage Area - Commissioner Denyse McGriff**
- k. **Willamette Falls Legacy Project Liaisons - Mayor Dan Holladay and Commissioner Frank O'Donnell**

**6. Adjournment**

*Mayor Holladay adjourned the meeting at 8:37 PM.*

*Respectfully submitted,*

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*Kattie Riggs, City Recorder*