

MISSION STATEMENT

The City of Sweet Home will work to build an economically strong community with an efficient and effective local government that will provide infrastructure and essential services to the citizens we serve. As efficient stewards of the valuable assets available, we will be responsive to the community while planning and preparing for the future.



CITY OF SWEET HOME CITY COUNCIL AGENDA

WIFI Passcode:
guestwifi

June 25, 2019, 6:30 p.m.
Sweet Home Police Department, 1950 Main Street
Sweet Home, OR 97386

PLEASE silence all cell phones – Anyone who wishes to speak, please sign in.

A. Call to Order and Pledge of Allegiance

B. Roll Call:

- | | |
|-------------------|-----------------|
| Councilor Coleman | Mayor Mahler |
| Councilor Gerson | Councilor Nash |
| Councilor Goble | Councilor Trask |
| Councilor Gourley | |

C. Consent Agenda:

- a) Approval of Minutes: June 11, 2019 City Council Work Session (pg. 3)
June 11, 2019 City Council Meeting (pg. 4-7)
- b) OLCC Change of Ownership – Downtown Lounge (pg. 8-14)

D. Recognition of Visitors and Hearing of Petitions:

E. Old Business:

- a) Request for Council Action – Resolution No. 19 for 2019 - Oregon Jamboree (pg. 15- 79)

F. New Business:

- a) Request for Council Action – ODOT Public Transit Div. Agreement Dial A Bus (pg.66-86)
- b) Request for Council Action – WWTP Final Design and Construction Management Proposal – Murraysmith (pg. 87-217)
- c) Request for Council Action – Jacobs’ Contract Amendment (pg. 204-207)

G. Ordinance Bills

- i. **Introduction and Request for Ordinance**
- ii. **First Reading of Ordinance Bills**
- iii. **Second Reading of Ordinance Bills**
- iv. **Third Reading of Ordinance Bills (Roll Call Vote Required)**

H. Reports of Committees:

Administrative & Finance/Property	Goble
Park and Tree Committee	Trask
Youth Advisory Council	Gourley

The location of the meeting is accessible to the disabled. If you have a disability that requires accommodation, advanced notice is requested by notifying the City Manager’s Office at 541-367-8969.

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Chamber of Commerce	Gerson
Council of Governments	Coleman
Area Commission on Transportation	Mahler
Solid Waste Advisory Council	Goble
Ad Hoc Committee on Health	Gourley
Legislative Committee	Gerson

I. Reports of City Officials:

- a) Mayor’s Report
- b) City Manager’s Report
- c) Department Director’s Reports: (1st Meeting of the Month)
 - i. Library Services Director
 - ii. Community and Economic Development Director
 - iii. Public Works Director
- d) Department Director’s Reports: (2nd Meeting of the Month)
 - i. Finance Director
 - (1) Finance Monthly Report (pg. 208-209)
 - (2) May 2019 Checks (pg.210-214)
 - (3) Revenue vs. Expense Report (pg. 215-217)
 - ii. Police Chief
 - (1) PD Report – June 2019 (pg. 218)
 - iii. City Attorney’s Report

J. Council Business for Good of the Order:

K. Adjournment

SWEET HOME CITY COUNCIL
SPECIAL MEETING WORK SESSION MINUTES

June 11, 2019

The City Council Work Session was opened at 5:30 p.m. in the Sweet Home Police Department.

Roll Call:	Councilor Coleman	P	Mayor Mahler	P
	Councilor Gerson	P	Councilor Nash	AB
	Councilor Goble	P	Councilor Trask	P
	Councilor Gourley	P		

Staff: City Manager Ray Towry, Public Works Director Greg Springman, Finance Director Brandon Neish, Engineer Technician Trish Rice, Water Crew Leader Wes Glenn, Utility Manager Steve Haney and Recording Secretary Julie Fisher.

Media: Sean Morgan, The New Era and Alex Paul, Albany Democrat Herald.

The purpose of the meeting was to review Utility Rates. Staff presented a power point with water rate comparison with like communities. The rate comparison included base rate and commodity rate as well as the average cost per 600-cubic feet. The aging infrastructure was addressed and the issues of I&I. A quick history of leak repair was presented. Staff then presented several proposals for the Council to consider.

Storm water rates were also reviewed with comparable cities. The proposal to Council that is currently tabled was presented and discussed. The proposed rate would increase from \$1 to \$3. Without a rate increase in the wastewater Capital Improvements identified will not be possible. There was time for discussion and questions of the Council. No decision was made during the work session.

The meeting adjourned at 6:29 p.m.

The foregoing is a true copy of the proceedings of the City Council at the June 11, 2019 City Council Work Session Meeting.

Mayor

ATTEST:

City Manager – Ex Officio City Recorder

SWEET HOME CITY COUNCIL
MEETING MINUTES

June 11, 2019

Mayor Mahler called the meeting to order at 6:30 p.m. in the Sweet Home Police Department. The Pledge of Allegiance was recited.

Staff Present: City Manager Ray Towry, City Attorney Robert Snyder, Public Works Director Greg Springman, Utility Manager Steven Haney, Library Services Director Rose Peda, Interim Community and Economic Development Director Joe Graybill, Finance Director Brandon Neish and Recording Secretary Julie Fisher.

Visitors Registered to Speak: Marilyn Schlim

Media: Sean Morgan, The New Era and Alex Paul, Albany Democrat Herald.

Roll Call:	Councilor Coleman	P	Mayor Mahler	P
	Councilor Gerson	P	Councilor Nash	AB
	Councilor Goble	P	Councilor Trask	P
	Councilor Gourley	P		

Motion to excuse Councilor Nash (Gourley/Coleman) Motion passed with 6 Ayes, 0 Opposed and 1 Absent (Nash).

Consent Agenda: Motion was made to approve the Consent Agenda as submitted (Coleman/Gourley). Motion passed with 6 Ayes, 0 Opposed, 1 Absent (Nash).

Items on the consent agenda are as follows:
Approval of Minutes: May 28, 2019 City Council

Recognition of Visitors & Hearing of Petition:

Marilyn Schlim Marilyn Schlim expressed her concerns on water rates, levied funds and RAIN (Regional Accelerator Innovation Network).

Sweet Home Chamber of Commerce George Medellin gave a report to the Council to include the Chamber's one-year Strategic Plan. The Council questioned use of City supported Tourism Funds. Discussion of Tourism Funds ensued with a reminder from City Manager Towry that the Chamber and the City have a current contract for the Chamber to operate a Visitor's Center. Any changes to that agreement will have to come before Council.
The Chamber announced extended hours on Saturday from 8am till noon.

US Census Kirstin Stein Kirstin Stein, Partnership Specialists with the US Census presented to the Council upcoming changes to the Census process and a brief history. Linn County and Sweet Home has been historically undercounted due to homelessness, physical isolation, mental health or inability to complete the Census form. The Census Count determines State Funding.

Old Business: None

New Business:

Request for Council Action – Resolution No. 18 for 2019 - A Resolution Establishing an Internal Service Fund.

Finance Director Neish presented the request to establish an Internal Service Fund by Resolution.

Motion to Approve Resolution No. 18 for 2019 – A Resolution Establishing an Internal Service Fund (Trask/Coleman).

The vote was tied with 3 Ayes (Trask, Coleman, Mahler), 3 Opposed (Goble, Gourley, Gerson) and 1 Absent (Nash).

There was discussion among Council regarding process and timing. Some of the Council felt the Resolution should have been presented before the adoption of the Budget. FD Neish stated the information for the Resolution was unknown until the Budget was adopted.

Second Motion to Approve Resolution No. 18 for 2019 – A Resolution Establishing an Internal Service Fund (Gerson/Trask).

The vote passed with 6 Ayes, 0 Opposed and 1 Absent (Nash).

Request for Council Action – Audit Service Contract

City Manager Towry and Finance Director Neish presented to the Council the Audit Service Contract for Grove, Mueller & Swank, P.C.

Motion to Approve the contract with Grove, Mueller & Swank, P.C for an amount not to exceed \$30,000 for audit services for the 2018-2019 fiscal year as required by state law (Goble/Trask).

Roll Call Vote:

Councilor Gourley	Aye
Mayor Mahler	Aye
Councilor Nash	Absent
Councilor Trask	Aye
Councilor Coleman	Aye
Councilor Gerson	Aye
Councilor Goble	Aye

Motion passed with 6 Ayes, 0 Opposed and 1 Absent (Nash)

Request for Council Action – Library Fee Waiver for Children and Teens.

Library Director Rose Peda introduced the request to waive library fees for children and teens during the summer months to encourage reading.

Motion to Eliminate the Fines on Children’s and Teen’s Materials and the Non-Resident Fee for Out of City Library Cards for the Summer (Coleman/Gerson). 6 Ayes, 0 Opposed and 1 Absent (Nash).

Request for Council Action – Timber Service Contract Public Works Director Springman introduced the Request for Council Action for a Timber Service Contract. PWD Springman explained the history of the Timber Services’ RFP Process.

Motion to Enter into a Contract with Cascade Timber Consulting for Timber Consulting Services (Gourley/Coleman). Motion passed with 6 Ayes, 0 Opposed and 1 Absent (Nash).

Request for Council Action and First Reading of Ordinance Bills: None

Second Reading: None

Third and Final Reading of Ordinance Bills: None

Reports of Committees:

Administration & Finance/
Property Committee No Report

Park & Tree Commission Councilor Trask reported staff is preparing for the Grant Presentation to the Oregon Parks and Recreation Department.

Youth Advisory Council Councilor Gourley reported on a YAC recruitment luncheon tomorrow.

Chamber of Commerce Councilor Coleman stated she is excited about the upcoming Sportsman Holiday Events. Councilor Coleman thanked Councilor Goble for asking hard questions to the Chamber during their report to Council and stated the Chamber is moving in the right direction.

Council of Governments (COG) No Report

Area Commission on Transportation No Report

Solid Waste Advisory Council (SWAC) Councilor Goble reported the meeting date has changed and not set yet.

Ad Hoc Committee on Health Councilor Gourley reported the Committee is still discussing goals. The Community Health Fair is August 17th and planning is in full swing.

Legislative Committee No Report

Reports of City officials
Mayor’s Report

Mayor Mahler gave a reminder to keep hydrated during the hot weather spell.

City Manager’s Report

City Manager announced two new staff members, Utility Manager Steve Haney and Community and Economic Development Director Blair Larsen. There Police Department welcomes two new

officers, Bret Adams and Ethan Rowe, both have just completed Academy training.
All Staff Training will be held Wednesday, June 19th.

Department Directors Reports

Written reports were submitted by the following Departments: Public Works, Library, and Community and Economic Development.
Finance Director Neish added that 61 accounts are scheduled for Shut Off.

City Attorney

No Report.

Council Business for Good of the Order: None.

Adjournment: With no further business the meeting adjourned at 8:05pm.

The foregoing is a true copy of the proceedings of the City Council at the June 11, 2019 regular City Council Meeting.

Mayor

ATTEST:

City Manager – Ex Officio City Recorder



REQUEST FOR COUNCIL ACTION

PREFERRED AGENDA: June 25, 2019	TITLE: OLCC Change of Ownership	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION
SUBMITTED BY: Jeff Lynn, Chief of Police	ATTACHMENTS: OLCC Application	<input checked="" type="checkbox"/> MOTION
REVIEWED BY: R. Towry, City Manager		Roll Call Vote NO
		<input type="checkbox"/> OTHER
RELEVANT CODE/POLICY: ORS 471.166	TOWARD COUNCIL GOAL: 4: Economic Strength	

PURPOSE OF THIS RCA:

The Downtown Restaurant and Lounge is changing ownership and the new owner, Katherine Julian, has applied for a "Full On-Premises, Commercial" liquor license. The location of the business is 1234 Main Street.

BACKGROUND/CONTEXT:

The Sweet Home Police Department is tasked with reviewing applications for liquor licenses that are within the City Limits of Sweet Home. The Downtown Restaurant and Lounge is changing ownership. As with any change of ownership, the new owner must apply for a Liquor License through the Oregon Liquor Control Commission under their name. The new owner, Katherine Julian, has applied for a Full On-Premises Commercial liquor license. This type of license allows beer, wine and spirits to be sold and consumed on the premise only. This type of license is appropriate for this type of business.

The Police Department received this investigation during the last part of May 2019 and has conducted an investigation into this request.

As part of the investigation the new owner was contacted. The business will maintain its existing methods of operations. Ms. Julian described that the business will have an on-site manager for its daily operations.

The Oregon Liquor Control Commission was also contacted regarding this application. We learned that they have no current concerns with the change of ownership.

Based upon review of the investigation I found no reason to recommend denial to the Sweet Home City Council.

STAKEHOLDERS:

- Downtown Lounge - A liquor license and the ability to sell beer, wine and spirits are a part of the business model for the Downtown Lounge.
- Citizens/Community - The Downtown Lounge creates additional opportunities and choices for the community.

ISSUES & FINANCIAL IMPACTS:

- Denial of an OLCC liquor license would have a negative impact on sales for the Downtown Lounge.
- There are no known or anticipated financial impacts for the Sweet Home Police Department or the City of Sweet Home.

ELEMENTS OF A STABLE SOLUTION:

Sweet Home must have a fair and impartial process related to liquor license applications.

OPTIONS:

1. *Do Nothing.*
2. *Direct further investigation prior to City's recommendation*
3. *Make a motion that the City of Sweet Home recommends an OLCC license be granted to the Downtown Restaurant and Lounge.*

RECOMMENDATION:

Staff recommends option #3 - *Make a motion that the City of Sweet Home recommends an OLCC license be granted to the Downtown Restaurant and Lounge.*



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

*pd \$75
change of
ownership
cash # 78006*

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

License Applied For:	CITY AND COUNTY USE ONLY
<input type="checkbox"/> Brewery 1 st Location	Date application received:
<input type="checkbox"/> Brewery 2 nd Location	_____
<input type="checkbox"/> Brewery 3 rd Location	Name of City or County:
<input type="checkbox"/> Brewery-Public House 1 st location	_____
<input type="checkbox"/> Brewery-Public House 2 nd location	Recommends this license be:
<input type="checkbox"/> Brewery-Public House 3 rd location	<input type="checkbox"/> Granted <input type="checkbox"/> Denied
<input type="checkbox"/> Distillery	By: _____
<input checked="" type="checkbox"/> Full On-Premises, Commercial	Date: _____
<input type="checkbox"/> Full On-Premises, Caterer	
<input type="checkbox"/> Full On-Premises, Passenger Carrier	
<input type="checkbox"/> Full On-Premises, Other Public Location	
<input type="checkbox"/> Full On-Premises, For Profit Private Club	
<input type="checkbox"/> Full On-Premises, Nonprofit Private Club	
<input type="checkbox"/> Grower Sales Privilege 1 st location	
<input type="checkbox"/> Grower Sales Privilege 2 nd location	
<input type="checkbox"/> Grower Sales Privilege 3 rd location	
<input type="checkbox"/> Limited On-Premises	
<input type="checkbox"/> Off-Premises	
<input type="checkbox"/> Off-Premises with Fuel Pumps	
<input type="checkbox"/> Warehouse	
<input type="checkbox"/> Wholesale Malt Beverage & Wine	
<input type="checkbox"/> Winery 1 st Location	
<input type="checkbox"/> Winery 2 nd Location	
<input type="checkbox"/> Winery 3 rd Location	
	OLCC USE ONLY
	Date application received:
	<i>5/2/19</i>
	By: <i>[Signature]</i>
	Date application accepted as initially complete:
	<i>05/17/19</i>
	By: <i>[Signature]</i>
	License Action(s): <i>C/O</i>

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

DOWNTOWN RESTAURANT AND LOUNGE LLC

(Applicant #1)

(Applicant #2)

(Applicant #3)

(Applicant #4)

OLCC USE ONLY	OLCC FINANCIAL SERVICES USE ONLY



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

3. Applicant #1 DOWNTOWN RESTAURANT AND LOUNGE LLC		Applicant #2	
Applicant #3		Applicant #4	
4. Trade Name of the Business (Name Customers Will See) DOWNTOWN RESTAURANT AND LOUNGE			
5. Business Address (Number and Street Address of the Location that will have the liquor license) 1234 MAIN STREET			
City SWEET HOME	County LINN	Zip Code 97386	
6. Does the business address currently have an OLCC liquor license? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
7. Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your mail) 2780 NW ELM AVE			
City REDMOND	State OR	Zip Code 97756	
9. Phone Number of the Business Location 541-818-0447		Email Contact for this Application KATIEJULIAN2014@GMAIL.COM	
Contact Person for this Application KATHERINE JULIAN		Phone Number [REDACTED]	
Mailing Address 2780 NW ELM AVE	City REDMOND	State OR	Zip Code 97756

I understand that marijuana (such as use, consumption, ingestion, inhalation, samples, give-away, sale, etc.) is prohibited on the licensed premises.

I attest that all answers on all forms, documents, and information provided to the OLCC are true and complete.

Applicant Signature(s)

- Each individual person listed as an applicant must sign the application.
- If an applicant is an entity, such as a corporation or LLC, at least one person who is authorized to sign for the entity must sign the application.
- A person with the authority to sign on behalf of the applicant (such as the applicant's attorney or a person with power of attorney) may sign the application. If a person other than an applicant signs the application, please provide proof of signature authority.

Katherine Julian (Applicant #1) _____ (Applicant #2)

(Applicant #3) _____ (Applicant #4)



OREGON LIQUOR CONTROL COMMISSION
INDIVIDUAL HISTORY FORM

1. Name: (LAST) JULIAN (FIRST) KATHERINE (MIDDLE) SUZANNE
2. Other Names Used (Maiden, Etc.): SMITH, JESTER
3. Do you have a Social Security Number (SSN) issued by the U.S. Social Security Administration?
 Yes No If yes, please provide your SSN: [REDACTED]

SOCIAL SECURITY NUMBER DISCLOSURE: As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below.

Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your voluntary consent to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a)).

Do you voluntarily consent to the OLCC's use of your SSN as just described? Yes No

4. Date of Birth (MM/DD/YYYY) [REDACTED]
6. Driver License or State ID #: [REDACTED]
8. Residence Address:
2780 NW ELM AVE REDMOND OR 97756
9. Mailing Address (if different):
SAME AS ABOVE
10. E-Mail (optional): KATIEJULIAN2014@GMAIL.COM
11. Do you have a spouse or domestic partner? Yes No
If yes, list his/her full name:
12. If yes to #11, will this person be involved in the management of, or have control over the business?
 No Yes
13. In the past 10 years, have you been **convicted** ("convicted" includes paying a fine) in Oregon or another U.S. state of driving a car with a suspended driver license or driving a car with no insurance?
 No Yes (Please include explanation below) Unsure (Please include explanation below)
14. In the past 10 years, have you been **convicted** ("convicted" includes paying a fine) in Oregon or another U.S. state of a **FELONY**?
 No Yes (Please include explanation below) Unsure (Please include explanation below)
15. Have you ever been in a drug or alcohol **diversion program** in Oregon or another U.S. state? A diversion program is where you are required, usually by the court or another government agency, to complete certain requirements in place of being convicted of a drug or alcohol-related offense.
 No Yes (Please include explanation below) Unsure (Please include explanation below)

16. Do you, or any legal entity that you are a part of, **currently hold** or **have previously held** a liquor license or a recreational marijuana license in Oregon or another U.S. state? (Note: alcohol service permits and marijuana worker permits are not liquor licenses).
 No Yes (Please include explanation below) Unsure (Please include explanation below)

17. Have you, or any legal entity that you are a part of, **ever had** an application for a license, permit, or certificate **denied or cancelled** by the OLCC or any other governmental agency in the U.S.?
 No Yes (Please include explanation below) Unsure (Please include explanation below)

18. Are you applying for a Full On-Premises, Limited On-Premises, Off-Premises, or Brewery-Public House license?
 No Please skip questions 19 & 20. Go directly to question 21.
 Yes Please answer questions 19, 20, and 21.

19. Do you or will you have any ownership interest in a business that manufactures, wholesales, or distributes alcohol in Oregon or another U.S. state?
 No Yes (Please include explanation below) Unsure (Please include explanation below)

20. Does or will an alcohol manufacturer, wholesaler, or distributor in Oregon or another U.S. state have any ownership interest in your business?
 No Yes (Please include explanation below) Unsure (Please include explanation below)

21. Do you currently have, or will you have, any ownership interest in any business in Oregon with a Full On-Premises, Limited On-Premises, Off-Premises, or Brewery-Public House license?
 No Yes (Please include explanation below) Unsure (Please include explanation below)
I HAVE OWNERSHIP OF THE DOWNTOWN RESTAURANT AND LOUNGE LLC, DBA DOWNTOWN RESTAURANT AND LOUNGE.

You must sign your own form. Another person, like your attorney or a person with power of attorney, may not sign your form. I affirm that my answers are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to, criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Name: (LAST) JULIAN	(FIRST) KATHERINE	(MIDDLE) SUZANNE
Signature: <i>Katherine Julian</i>		Date: <i>April 10, 2019</i>



OREGON LIQUOR CONTROL COMMISSION
BUSINESS INFORMATION

Please Print or Type

Applicant Name: Downtown Restaurant and Lounge LLC Phone: 541.818.0447

Trade Name (dba): Downtown Restaurant and Lounge

Business Location Address: 1234 Main Street

City: Sweet Home ZIP Code: 97386

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday 12pm to 9pm
Monday 2pm to 10pm
Tuesday 11am to 11pm
Wednesday 11am to 11pm
Thursday 11am to 11pm
Friday 11am to 230am
Saturday 11am to 230am

Outdoor Area Hours:

Sunday 12pm to 9pm
Monday 2pm to 10pm
Tuesday 11am to 11pm
Wednesday 11am to 11pm
Thursday 11am to 11pm
Friday 11am to 230am
Saturday 11am to 230am

The outdoor area is used for:

Food service Hours: 11am to 2:30am
 Alcohol service Hours: 11am to 2:30am
 Enclosed, how partially

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

(Investigator's Initials)

Seasonal Variations: Yes No If yes, explain _____

ENTERTAINMENT

Check all that apply:

- Live Music
- Recorded Music
- DJ Music
- Dancing
- Nude Entertainers
- Karaoke
- Coin-operated Games
- Video Lottery Machines
- Social Gaming
- Pool Tables
- Other: _____

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday _____ to _____
Monday _____ to _____
Tuesday _____ to _____
Wednesday _____ to _____
Thursday _____ to _____
Friday 8pm to 11pm
Saturday 8pm to 11pm

SEATING COUNT

Restaurant: 50 Outdoor: 20
Lounge: 37 Other (explain): N/A
Banquet: N/A Total Seating: 107

OLCC USE ONLY

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

Investigator Initials: _____

Date: _____

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

Applicant Signature: Katherine Julian Date: April 10, 2019

1-800-452-OLCC (6522)

www.oregon.gov/olcc

(rev. 12/07)



REQUEST FOR COUNCIL ACTION

PREFERRED AGENDA: June 25, 2019 SUBMITTED BY: Jeff Lynn, Chief of Police REVIEWED BY: R. Towry, City Manager	TITLE: 2019 Oregon Jamboree Packet ATTACHMENTS: Oregon Jamboree Packet Resolution 19 for 2019.	TYPE OF ACTION: <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> MOTION Roll Call Vote NO <input type="checkbox"/> OTHER
RELEVANT CODE/POLICY: SHMC 5.12.10; 5.04.010; 12.12.100; ORS 811.615; 9.20.030; 09.20.030	TOWARD COUNCIL GOAL: 4: Economic Strength 3: Essential Services	

PURPOSE OF THIS RCA:

The Oregon Jamboree has presented a list of requests to the City in order to conduct the 2019 Oregon Jamboree. The requests are:

1. Complete closure of Sankey Park and Weddle Bridge from 6:00 AM on Monday, July 29th, 2019 to 10:00 PM on Tuesday, August 6th, 2019.
2. Partial closure of sections of 14th Ave from Kalmia St. to Grape St.
3. Partial closure of 18th Avenue from Long St. to Mountain View Rd. with designation of portions of 18th Ave (between Long St. and concert grounds) as Disabled Parking Only and the designation of No Parking (on Ames Creek Rd. between Grape St. and Mountain View Rd.)
4. Approval of OLCC Temporary Sales License Applications;
5. Waiver of SHMC 5.12.010 Transient Merchant License requirements for all Oregon Jamboree vendors;
6. Waiver of water service, equipment and some employee service fees;
7. Granting of Public Address System Permits; One for the Main Stage, another for Sankey Park and a third for Thursday night only on 18th Avenue adjacent to Jamboree Grounds.
8. Permission to use City property, including a portion of Sankey Park, for beer gardens and recommended approval of Liquor License;
9. Permission to use Northside Park for camping
10. Waiver of Event Fee as established under SHMC 5.04.010 which is \$50 per day;
11. General assistance from the City.
12. Permission to allow semi-truck and equipment storage on City owned property at the Public Works Environmental & Transportation Services Facility on 24th Avenue.

BACKGROUND/CONTEXT:

This is the twenty-seventh annual Oregon Jamboree. Sankey Park will again be utilized by the event and will host a beer garden, a second stage, a children’s play area and various vendor booths.

The Jamboree is requesting that the park be closed to the public several days in advance. They have asked for park possession four days in advance of the event. A

portion of 18th Ave will again be blocked off 24 hours a day during the event to protect concert patrons.

The Police Department will maintain staffing during the event. Officers will be on foot and in vehicles covering not only the Jamboree Grounds but also the nearby surrounding campgrounds. The jamboree will continue to augment police staffing using DPSST certified private security personnel to deal with unruly patrons.

The Oregon Jamboree also has 23 camp sites of varying sizes throughout the City and surrounding area. There are roughly 2100 camp sites that are rented out throughout the weekend.

The daily attendance is typically estimated at between 14,000 to 16,000 people.

The enforcement and security effort of SHPD is augmented with assistance from the Linn County Sheriff's Office, the Lebanon Police Department and the Oregon State Police.

THE CHALLENGE/PROBLEM:

How does the City of Sweet Home help facilitate an event of this size while minimizing its impact on the entire community?

STAKEHOLDERS:

- City of Sweet Home Citizens – The community members are directly affected by the Oregon Jamboree event. The affects range from a significant increase in the size of our community for at least 4 days to potential economic benefits for local business.
- City of Sweet Home Staff – An event of this size and scale stretches our staffing resources to their limits.
- City of Sweet Home City Council – The City Council must balance the economic benefits of the Oregon Jamboree with the increased stress on the community. City Ordinances and past practice dictates that the Council approve specific requests for the event to be safely held.

ISSUES & FINANCIAL IMPACTS:

This event has substantial impact on several City agencies. Although extremely unlikely, funds spent in support of this event may impact our ability to provide general services to the City later in the year, should an emergency arise.

Conversely, the event has a powerful and positive impact on the community as a whole and the City's support of the event is warranted.

During the event the Police Department increases patrol staffing and requires all officers and dispatchers to work additional shifts which results in overtime costs. The Oregon Jamboree does reimburse the Department for the staffing cost associated with personnel assigned to the interior. Below are costs that City Staff believe are incurred by the City as a result of the Oregon Jamboree. Included with he numbers are the revenues that are received from the Oregon Jamboree. The revenue includes the reimbursement that the Oregon Jamboree pays for the additional police staffing inside the venue and the Transient Occupancy Taxes received.

City Property Fee Waiver	Amount	Days	Total
Sankey Park	\$ 100.00	8	\$ 800.00
Northside Park	\$ -	4	\$ -
Outdoor Event Center	\$ 100.00	6	\$ 600.00
Event Fee	\$ 50.00	4	\$ 200.00
Water Service Fee Waiver	2018	2017	2016
Water Consumption waived	\$ 172.92	0(?)	\$ 314.40
Transient Merchant Fee	No Fee	No Fee	
Public Works	2018	2017	
Personnel Costs	\$ 1,807.00	\$ 1,750.00	
Equipment Costs	\$ 322.00	\$ 192.00	
"Local Traffic" sign waiver fee	\$ 120.00	\$ 120.00	
"Street Closed" sign waiver fee	\$ 160.00	\$ 160.00	
"No Through Traffic" sign waiver fee	\$ 240.00	\$ 240.00	
"No Parking" sign waiver fee	\$ 216.00	\$ 216.00	
Water Jersey Barricade waiver fee	\$ 96.00	\$ 96.00	
Lighted Barricade waiver fee	\$ 132.00	\$ 132.00	
Street Barricade waiver fee	\$ 264.00	\$ 264.00	
Police	2018	2017	
Total Personnel Cost	\$11,401.00	\$ 8,584.00	
Jamboree Reimbursement	\$ 7,661.00	\$ 6,285.00	
Personnel Expense	\$ 3,740.00	\$ 2,298.00	
Estimated City Costs and Waivers	2018	2017	
	\$ 8,869.92	\$ 7,068.00	
Transient Occupancy Tax	2018	2017	
Revenue Received	\$ 8,307.00	\$ 12,746.94	

Council has expressed concern over accountability. Page 4 of the Special Event Packet included contains the Hold Harmless Agreement which includes reimbursement of any loss, theft of, or damage to City property, equipment and/or facilities.

OPTIONS:

1. Approve request as submitted. The Oregon Jamboree has been holding the event at its current location for 27 years. The majority of requests are a result of past experiences to improve the overall safety and function of the event.
2. Approve a portion of the requests or alter the submitted requests.
3. Direct staff to re-engage the Oregon Jamboree to modify their requests.

RECOMMENDATION:

Staff recommends option 2, Motion to approve Resolution No.19 for 2019.



2019 City Proposal



Community and Economic Development Department

SPECIAL EVENT PERMIT APPLICATION

1. Name of Event: The 27th Annual Oregon Jamboree Date(s) of Event: August 1 – 4, 2019
2. Setup Start Time/Date: Monday, 7/29/19 6:00 am Event Start Time: Thursday, 8/1/19 2:00 pm
3. Event End Time: Monday, 8/5/19 11:00 am Clean Up End Time/Date: Monday, 8/5/19 10:00 pm
4. Sponsoring Organization: Sweet Home Economic Development Group, Inc. dba The Oregon Jamboree
5. Event Coordinator/Primary Contact: Robert Shamek
6. Mailing Address: 401 Main Street, Suite D Sweet Home, OR 97386
7. Day Time Phone: 541-367-8800 Cell Phone: 541-730-0194
8. Email: Robert@oregonjamboree.com Fax: 541-367-8400
9. Secondary Contact: Carlene Erickson Phone: 541-367-8800 or cell 541-409-0163
10. Is Alcohol Being Served? Yes No If YES include a copy of the State Liquor Permit.
11. Do you wish to utilize any City property, such as a park? Yes No
If YES, which one(s)? Sankey Park for festival grounds; Upper Sankey Park Northside Park and City Hall for camping.
12. Will this event include Food Vendors of any type? Yes No
If YES, all vendors must apply for a Temporary Restaurant License with the Linn County Health Department 541.967.3821, (ORS 624.025). The Vendors must apply three weeks before the start of the event. A list of vendors is required to be submitted with this application.
13. Anticipated Number of Attendees? 11,000 – 18,000 patrons

THE PRIMARY CONTACT MUST LIST A DAY OF EVENT PHONE NUMBER IF NOT LISTED ABOVE.

FOR OFFICE USE ONLY:			
Park & Recreation		Building/Code Enforcement	
Community Development		Police	
Fire		Public Works	
STAFF – INITIAL AND DATE UPON APPROVAL OR ATTACH MEMORANDUM WITH CONDITIONS			

PAYMENT AMOUNT: _____ CASH CC CHECK # _____

RECEIVED BY: _____ DATE: _____

PERMIT APPROVED: Yes No

Authorized City Signature: _____ Date: _____



Community and Economic Development Department


HOLD HARMLESS AGREEMENT

IN CONSIDERATION OF BEING PERMITTED TO PRODUCE THIS SPECIAL EVENT OR ACTIVITY OR USE OF ANY CITY PROPERTY OR FACILITIES IN CONNECTION WITH THIS ACTIVITY, THE UNDERSIGNED APPLICANT (“INDEMNITOR”) AGREES TO THE FOLLOWING:

1. THE INDEMNITOR HEREBY AGREES TO RELEASE, INDEMNIFY AND HOLD HARMLESS the City of Sweet Home from any and all liability, claims, demands, causes of action, charges, expenses, and attorney fees (including attorney fees to establish the City’s right to indemnity or incurred on appeal) resulting from involvement in this event whether caused by any negligent act or omission of the City or otherwise. This agreement shall not apply to any liability resulting from the sole negligence of the City.
2. The INDEMNITOR agrees to reimburse the City for any loss, theft of, or damage to City property, equipment and/or facilities.
3. The INDEMNITOR agrees to comply with all applicable laws, statutes, ordinances, rules and requirements including, but not limited to, not admitting more attendees than designated by Fire Department as safe for the particular event or facility.
4. The INDEMNITOR expressly agrees that this release and hold harmless agreement is intended to be as broad and inclusive as permitted by Oregon law and that if any portion thereof is held invalid, notwithstanding, the balance shall continue in full legal force and effect.
5. Falsification and/or misrepresentation in completing this application may result in rate adjustment or event cancellation. I UNDERSTAND THAT CHANGES TO THE ABOVE DETAILED PROGRAM REQUIRE IMMEDIATE NOTIFICATION TO THE CITY.

I, the undersigned representative, have read the Special Events Application and the Policies and Procedures contained herein, and I am duly authorized by the event organization/business to submit this application on its behalf. The information herein is complete and accurate.

APPLICANT: Robert Shamek The Oregon Jamboree
PRINT NAME **AUTHORIZED AGENT FOR**

SIGNATURE OF APPLICANT:  June 19, 2019
SIGN NAME **DATE**

APPROVAL, DENIAL OR INCLUSION OF RESTRICTIONS OR SPECIAL CONDITIONS OD USE PERMIT IS AT THE SOLE DISCRETION OF THE CITY PUSUANT TO Sweet Home Code of Ordinances 17.80 Conditional Uses. All applications must be reviewed and approved before a permit can be issued.



Date: February 15, 2019

To: City of Sweet Home
City Council Members
1140 12th Avenue
Sweet Home, OR 97386

Applicant: Sweet Home Economic Development Group, Inc.
dba The Oregon Jamboree
401 Main Street, Suite D
Sweet Home, OR 97386

Contact: Robert Shamek

Subject: The 2019 Oregon Jamboree in Sweet Home

The Sweet Home Economic Development Group, Inc. (SHEDG) and the Oregon Jamboree Management (OJM) are proud to present the 27th Annual Oregon Jamboree in Sweet Home on August 1 – August 4, 2019. The event will be held at the community field located behind the high school. With the support of the City of Sweet Home, Sweet Home School District #55, the Sweet Home community and the dedication of over 900 volunteers; the Oregon Jamboree in Sweet Home has become a national entertainment attraction which offers tremendous benefit and unlimited potential for the community of Sweet Home.

List of attached documents:

1. Application for Attachments to PacifiCorp Poles & Sign Plan
2. RV Proposal and Camping Maps
3. Security Proposal
4. Street Closure Plan Attachment #1 & Map
5. City Material and Supply Request Form
6. Park Use Permits/Event Weekend
7. Application for Public Address System
8. Site Map showing vendor placement
9. Residential Water/Sewer Account Application

Land Use Proposal City Property

This written application is submitted as a proposed plan for permission to use Sankey Park and additional properties owned by the City of Sweet Home as described below.

The Oregon Jamboree will take full responsibility to repair/replace any damages incurred to the City of Sweet Home properties while under the permitted use by the Oregon Jamboree; with exception of uncontrollable events produced by natural forces (*Force Majeure Event*).

Usage will be for concert production and campsites per the date and time schedule indicated below.

Monday, July 29, 2019 6:00 AM through Monday, August 5, 2019 10:00 PM Sankey Park and Weddle Bridge Use

We propose to close Sankey Park/Weddle Bridge to the public from 6:00 AM of Monday, July 29, 2019 through Monday, August 5, 2019 to provide maximum security and eliminate potential safety hazards. Lower Sankey Park will be used for a children's activity area, patron attractions, two additional beer gardens, a seating area, a second stage, Jamboree Volunteer check-in, Artisan Alley and volunteer parking. On-site RVs may be provided for the convenience of the volunteers. Only authorized Jamboree Volunteers, paid security services, personnel and working staff will be admitted through the park during this time. During the festival, the general public will only have access to the Sankey Park amenities by crossing the Weddle Bridge. Special passes will be issued for vehicle admission.

Beginning at 6:00 AM on July 29, 2019 through 10:00 PM on August 5, 2019 Sankey Park shall be closed to all persons except those authorized by the Oregon Jamboree or the Chief of Police.

Camping

We propose to use Upper Sankey Park and the City Hall location for RV/tent campsites and Northside Park for tent-only volunteer campsites. The sites will be sold for \$120-\$140 each (\$20 for Northside park for Volunteer camping) for the entire weekend. Each camp site will have a pass allowing them to go in and out with their vehicle only; RV's will remain parked for the duration of the festival, with the exception of emergency situations. Attached, please find a Camp Site Map, individual Campground Maps and the *Oregon Jamboree RV & Tent Camping Rules & Regulations*.

Historically, the Oregon Jamboree pays an occupancy tax to the city of Sweet Home based on camping sites sold within the city limits. This year we would like to propose that, in the spirit of economic development and increased tourism within Sweet Home, a portion of that tax would be utilized for marketing of other events within the community.

Beer Gardens and Serving Areas

We propose to use city owned property to the south and the west of the concert site and a portion of the Sankey Park area for Beer Gardens (see attached map). The beer gardens will be managed by Oregon Beverage Services. Oregon Beverage Services

personnel will ensure that beer garden operations are in strict compliance with all city and state laws; including proper liquor permits, security and insurance.

Street Closures

The Oregon Jamboree requests permission to close 18th Avenue from Long Street to Mountain View and 14th Avenue from Kalmia Street to Grape Street in order to establish a safety corridor. Oregon Jamboree security and parking teams will monitor all road closures closely to ensure the utmost safety for patrons and residents.

Street Closure Schedule (Map Attached)

Thursday August 1, 2019 through Sunday August 4, 2019

18th Avenue from Long Street to Mountain View shall be closed and blocked off to “through traffic” from 7:00 AM on Thursday 8/1/19 through 9:00 PM on Sunday 8/4/19 at the direction of the Chief of Police. Residential traffic will be allowed to ingress and egress by use of special permits.

The portion of 18th Avenue immediately adjacent to the concert grounds and serving no residential properties shall be completely blocked off to all vehicles from 11:00 AM on Thursday 8/1/19 to 10:00 PM on Sunday 8/4/19. In addition, during the above time frame all areas of 18th Avenue between Long Street and the concert grounds (including the 1800 block of Kalmia Street) shall be designated and signed as “Disabled Parking” only and the Chief of Police is directed to enforce the provisions of ORS 811.615.

Resident Passes

All residents of 18th Avenue and Kalmia Street will receive passes allowing them to proceed to and from their homes. In order to establish a safety corridor, this will also include “No Parking” along 18th Avenue; resident vehicles must be parked on their property and not on the street. In addition, 18th Avenue between Long Street and the concert entry (including the 1800 block of Kalmia Street) will be designated “Disabled Parking” only; 18th Avenue between Grape Street and the bus barn will be designated “No Parking”. Residents will be notified by mail on Monday, July 8, 2019 with a letter and a map instructing them how to pick up their passes. All passes not picked up by Friday, July 20, 2019 will be mailed out via USPS with a return receipt on Monday, July 22, 2019.

It should be noted that, due to the roadblock on 18th Avenue at the concert entry, residents of Grape Street and 18th Avenue, south of the bus barn, will need to access their homes via Ames Creek Road.

We are requesting these closures to maximize pedestrian safety, reduce traffic congestion and to encourage the use of student sponsored parking lots. Foot traffic and long concert lines may be excessive on concert days and will be located in the middle of 18th Avenue. It is our belief that these closures are prudent and necessary for the safety and protection of concert patrons as well as residents.

Requested Assistance from the Sweet Home Police Department

We are requesting adequate manpower from the Sweet Home Police Department to assist with concert security and safety based on our projection of between 11,000 - 18,000 patrons per day. In addition, we request the assistance of a police officer at the bus loading area each night. This manpower will be based on a financial proposal/contracted bid provided by the Chief of Police.

Conflict Resolution

As in the past, our plan for conflict resolution will be as follows:

- Anyone causing problems will be asked to leave the premises.
- A complaint will be made to the Police Department and the person(s) will be subject to arrest for trespassing or disorderly conduct.
- The Chief of Police has the final say in every matter. We ask to be informed of all emergencies and outcomes so that we can act in the appropriate way for conflict resolution.

Event Chain of Command

Every attempt will be made to begin at the top of the chain of command and only work down the chain based on availability.

1. Police Chief
2. Fire Chief
3. Festival Director
4. Staff/Management Team
5. Production Manager
6. Paid Security
7. Volunteer Supervisors

Admission Policy

We will again have an open gate policy, because it has proven to be the most effective over the years. There will be a search at the gate conducted by paid security and volunteer personnel. No alcohol, food, beverages or weapons will be allowed to enter the festival gates.

Wristband passes will be issued for festival re-entry. The Front Gate Team will be doing early banding on Thursday, August 1st at the Box Office building on 18th Avenue, beginning at 2:00 PM. Our gates will be open Friday, August 2nd at 1:00 PM and the concert will begin at 3:00 PM. Saturday, August 3rd gates will open at 11:00 AM with music starting at 1:30 PM. Sunday, August 4th gates will open at 11:00 AM with music starting at 12:30 PM. When the crowd starts lining up, we will start to wristband patrons and reiterate the rules in an attempt to resolve many of the carry-in issues. Once the gates are open, we will have a separate entrance for reserved seating and general admission, to facilitate quicker entry. All of the searchers will be aware of what is/is not allowed for consistency. A wristband pass-key book, which identifies various passes and associated levels of access, will be provided to police, security and road closure staff.

Requested Assistance from Public Works

We will supply street passes and wristbands for easy access in an emergency. We also request the use of the following equipment:

- “Local Traffic Only” Signs 3
- “Street Closed Ahead” Signs 4
- “No Through Traffic” Signs 6
- “No Parking” Signs 18
- Water Jersey Barricades 8
- Lighted Barricades 11
- Street Barricades 22
- Install sign pole receptacles on east and west side of 18th Avenue for temporary “No Parking” signs.

Requested Assistance from Sweet Home City Council

The Oregon Jamboree is requesting that the Sweet Home City Council approve the following:

1. Waiver of Peddlers License for all Jamboree vendors within the festival site
2. Public Address System permit
3. Variance on City Noise Ordinance
4. Waiver of event permit fee; SMC 5-04-010

Liability Insurance

The Oregon Jamboree will provide proof of the liability insurance policy purchased by the Oregon Jamboree with a list of parties that will be named as additional insured entities (this is not an all-inclusive list):

- City of Sweet Home
- Comcast
- Gary Burns
- Brent Ellis
- Freeman Enterprises, Inc.
- MVI Multi-vision Inc.
- McCubbins Family LLC & Danny McCubbins Trustee
- Oregon Department of Transportation (ODOT)
- Pacific Power
- Safeway
- Stage Pro
- Sweet Home Fire and Ambulance District
- Sweet Home School District #55
- Sweet Home Church of Christ
- Sweet Home Community Chapel

Requested Assistance from the City of Sweet Home

Deliver barricades and requested signs to Sankey Park on set up day (Thursday, August 1, 2019) and pick them up on Monday, August 5, 2019. The Security Director and

Public Works Maintenance Superintendent will coordinate the delivery and set up of the barricades and signs on 14th Avenue and 18th Avenue.

We thank you, in advance, for your help in making the Oregon Jamboree a reality in Sweet Home. Local merchants, school, civic clubs and other groups are benefitting greatly from the tourism dollars generated by the concert patrons.

Team Plans

The following attached proposals are a sampling of individual team plans that will impact the overall flow and safety of the Oregon Jamboree:

1. Clean Up/Sanitation Proposal
2. Concessions Proposal
3. Safety Proposal

1. Clean Up/Sanitation Team Plan

Sunshine Industries will contract with the Oregon Jamboree for clean-up and sanitation services before and after the festival.

The Clean-up and Sanitation volunteer team plans to keep the concert site and surrounding areas in as near spotless condition as possible. We will accomplish this goal by having continuous trash patrol before and during each concert.

Because of the possibility of injury or contamination, we will only allow trash to be picked up after dark when the stage lights are on.

Rubber gloves and “grapplers” will be provided for handling trash. Proper sized garbage bags will be readily available to replace full bags as needed. Full bags will be put into dumpsters strategically placed throughout the concert area; dumpsters will be emptied daily by Sweet Home Sanitation. Concessionaires will be asked to separate cardboard and glass for recycling.

Porta-potties will be provided at a minimum of 70 (plus two handicap accessible) per 10,000 people in attendance. This will be determined by ticket sales. Hand washing sinks will also be provided near the porta-potties.

Our volunteer crew consists of approximately 30 people with an average of ten people per shift. Unless there is a change, we will be working seven shifts from Friday morning through Monday morning.

Areas to be cleaned (including porta-potty distribution) include concert grounds, RV and tent campgrounds and 14th Avenue, 18th Avenue and Sankey Park.

2. Concessions Team Plan

We have planned for a maximum of 25 food booths, three drink booths and six merchandise booths.

Our plans are laid out and understood by the concessionaires, regarding location of the electrical and water outlets. Water lines will be laid to within a few feet of each booth from the main water spigots already in place. Power will be supplied from the existing power stations set up. Defined menus and workable plans to serve large groups of people will be established.

Vendor team schedule is as follows:

- Thursday, August 1 – Set up 10:00 AM – 6:00 PM

- Friday, August 2 – Health inspections begin 11:30 AM
 - Friday, August 2– Vendor Booths open 1:00 PM – *11:30 PM
 - Saturday, August 3- Vendor Booths open 11:00 AM – *11:45 PM
 - Sunday, August 4 - Vendor Booths open 11:00 AM – *9:00 PM
- *Approximate closing times; Jamboree times are subject to change without notice.

3. Safety Team Plan

The team goal is to maintain a safe environment for participants, volunteers and the public while maintaining compliance with all state, county and city regulations.

The Safety Team gives the following items utmost priority:

- Provide coordination for safe ingress/egress from concert sites, RV campsites, City, City Public Works Department and Security and Sign Committee Chairpersons.
- Provide oversight of concert participants to ensure compliance of all County Health Department regulations.
- Assist the fire marshal with the electrical needs for concessions, RV parks and all other necessary inspections.
- Provide concert patrons adequate water supply.
- Provide accessible First Aid Station.

4. Staff Team Plan

Provide a supervisor and approximately six volunteers with the following qualifications:

- Ability to make logical decisions
- Calm action under stressful or emergency situations
- Tact and Diplomacy
- Basic hospitality

Provide the following equipment for staff use:

- Emergency generators with lights (two)
- Radios
- Flashlights
- Barrier gloves (latex and/or rubber)

**2019 Oregon Jamboree
Crowd Management & Guest Services Plan
Safety & Security Plan**

Director: Penny Leland, (541) 405-5639, penny@oregonjamboree.com

Supervisors: Cassie Richey
Jared Richey
Chris Forum
Chris Romero
Bill Johnson
David Cleland

Safety & Security Purpose:

To provide a secure, safe and enjoyable environment for all concert patrons, performers, volunteers and the community.

Safety & Security Plan:

We will be using crowd management volunteers, guest services volunteers, private security personnel, Sweet Home Police Department personnel and Sweet Home Ambulance and Fire District personnel.

We will be responsible for safety and security of the interior and perimeter of the concert grounds, all gate access, back stage, street closures and Sankey Park and the adjacent areas within the boundaries of the temporary park closure. We will also provide security to the outlying campgrounds associated with the Oregon Jamboree.

A determination of the number of law enforcement and medical personnel required will be at the discretion of the Chief of Police and Fire Chief. A safety tent manned by crowd management volunteers will be on site and visible to concert patrons. A police/fire command trailer and 2 first aid tents will also be on the concert grounds and visible to the patrons.

Staff:

Crowd Management Volunteers

Approximately 40-60 volunteers will patrol the concert grounds at various key locations working a minimum of three 6-hour shifts.

- a) Reserved and General seating access and aisle ways.
- b) Autograph lines.
- c) Scrip Booths
- d) All aisle ways within the grounds, maintaining open hazard free walkways
- e) Backstage gates
- f) Vendor gate
- g) Patron staging on 18th Avenue.
- h) Sankey Park and Weddle Bridge.
- i) Other areas within the concert grounds as needed.

Paid Security

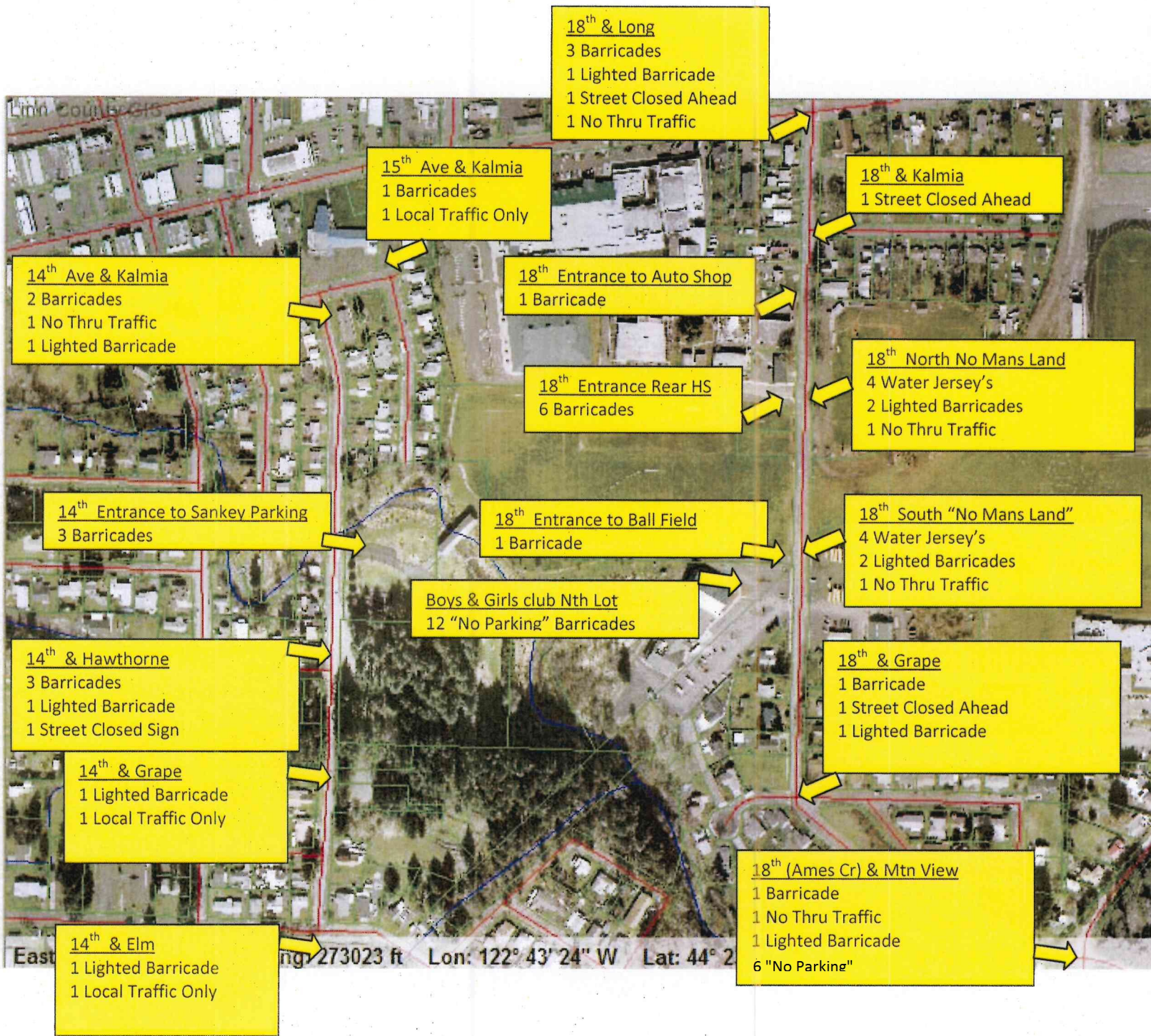
We will be utilizing a minimum of 56 paid security guards during peak hours and 3 during non peak hours to patrol the concert grounds and camping areas at various key locations.

- a) Main Gate Wanders.
- b) Main Gate Bag Search
- c) Volunteer gate
- d) Weddle Bridge
- e) Sankey Stage
- f) Accounting areas
- g) Will Call
- h) Campground Security
- i) Shuttle staging area
- j) Overnight Security
- k) Road Closures

Guest Services

Approximately 80-100 Volunteers at various key locations working a minimum of three 6-hour shifts.

- a) Front gate directing patrons.
- b) General seating chair placement.
- c) Reserved seating ushering.
- d) Sankey Park and Weddle Bridge



City Permit Addendum #1

At the request of the Sweet Home Chief of Police, in the interest of heightened public safety, additional concrete barriers will be placed on the traffic side of the water jersey barricades located in front of the baseball field and tennis courts on 18th Avenue.

Emergency Equipment Rental Form Attachment #1

Location of Equipment:

“No Through Traffic” signs will be posted at the following locations:

1. 18th Avenue and Long Street
2. 18th Avenue and Mountain View Street
3. 14th Avenue and Kalmia Street
4. 18th Avenue and Baseball Field
5. 18th Avenue and Tennis Courts

“Local Traffic Only” signs will be posted at the following locations:

1. 14th Avenue and Elm Street
2. 14th Avenue and Grape Street
3. 15th Avenue and Kalmia Street

“Street Closed” signs will be posted at the following locations:

1. 18th Avenue and Kalmia Street
2. 18th Avenue and Long Street
3. 18th Avenue and Mountain View Street
4. 14th Avenue and Hawthorne Street

“Handicapped” parking signs will be posted at the following location:

1. 18th Avenue between Long Street and Kalmia Street

Barricades will be placed at the following locations:

1. 18th Avenue and Long Street
2. 15th Avenue and Kalmia Street
3. 14th Avenue and Kalmia Street
4. 14th Avenue and Sankey Park
5. 14th Avenue and Hawthorne Avenue
6. 18th Avenue Entrance to Auto Shop
7. 18th Avenue Entrance to Rear of High School
8. 18th Avenue and Grape Street
9. Ames Creek Road and Mountain View

Lighted Barricades will be placed at the following locations:

1. 18th Avenue and Long Street
2. 14th Avenue and Kalmia Street
3. 18th Avenue and Baseball Field
4. 18th Avenue and Tennis Courts
5. 14th Avenue and Hawthorne Avenue
6. 18th Avenue and Grape Street
7. 14th Avenue and Elm Street
8. Ames Creek Road and Mountain View

Water Jersey Barricades will be placed at the following locations:

1. 18th Avenue and Baseball Field
2. 18th Avenue and Tennis Courts



RV Parking Proposal

Objective

To ensure there is an adequate controlled RV parking system set up in a safe and friendly manner. We are working with 16 RV parking areas and two Tent camping areas for approximately 2,160 spaces.

Campgrounds

- #1 Upper Sankey – Located in the 600 block of 14th Avenue on city property southwest of the concert site in upper Sankey Park; with the entrance and exit on 14th Avenue. This camping site has 59 spaces.
- #2 High School Pool – Located at 1641 Long Street on school district property northwest of the concert site and west of the High School; with the entrance and exit on Long Street. This camping site has 38 spaces.
- #3 Parking Lot – Located in the 1100 block of 22nd Avenue on school district property east of the concert site and north of the High School track; with the entrance and exit on 22nd Avenue. This camping site has 53 Spaces.
- #4 Football Field - Located in the 1000 block of 22nd Avenue on school district property east of the concert site and south of the High School track; with the entrance and exit on 22nd Avenue. This camping site has 265 spaces.
- #6 Hawthorne - Located at 3205 Long Street on school district property approximately one mile east of the concert site; with the entrance and exit on 35th Street. This camping site has 194 spaces. Access to the concert site will be by shuttle bus.
- #7 Oak Heights - Located at 605 Elm Street on school district property approximately 15 blocks southwest of the concert site; with the entrance and exit on Elm Street. This camping site has 123 spaces. Access to the concert site will be by shuttle bus.
- #8 Junior High School - Located at 880 22nd Avenue on school district property approximately southeast of the concert site; with the entrance and exit on 22nd Avenue through the school parking lot. This camping site has 46 RV/tent sites and 19 tent only spaces
- #9 Rodeo Grounds West - Located at 4001 Long Street on leased city property approximately 1.2 miles east of the concert site; with the entrance and exit on Long Street. This camping site has 199 RV/tent spaces. Access to the concert site will be by shuttle bus.



- #10 Rodeo Grounds East - Rodeo Grounds West - Located at 4001 Long Street on leased city property approximately 1.3 miles east of the concert site; with the entrance and exit on Long Street. This camping site has 185 RV/tent spaces. Access to the concert site will be by shuttle bus.
- #12 Long Street - Located on school district property north of the concert site and across the street from the front of the High School, with the entrance and exit on Long Street. This camping site has 21 RV Spaces.
- #14 Tent- Located at 42250 Ames Creek Road on the property of the Sweet Home Community Chapel just one mile southeast of the festival entrance. This camping site has about 129 tent spaces. Access to the concert site will be by shuttle bus.
- #15 RV - Located at 42250 Ames Creek Road on the property of the Sweet Home Community Chapel just one mile southeast of the festival entrance. This camping site has about 173 RV spaces. Access to the concert site will be by shuttle bus.
- #16 RV2 - Located at 42250 Ames Creek Road on the property of the Sweet Home Community Chapel just one mile southeast of the festival entrance. This camping site has about 194 RV spaces. Access to the concert site will be by shuttle bus.
- #18 Ranger Station - Located at 3225 Main Street, on the old Ranger Station on Hwy 20 (northeast of the concert site) this site has 111 Tent and RV spaces. Access to the concert site will be by shuttle bus.
- #20 Clark Mill – Located approximately .9 miles east of the concert site with the entrance and exit on Clark Mill Road. This camping site has 106 RV/tent spaces. Access to the concert site will be by shuttle bus.
- #21 Foothills – located approximately .8 Miles east of the concert site with the entrance and exit on Foothills Drive. This camping site has 119 RV/tent spaces within walking distance to the concert site. There is no shuttle service to this campground.
- #22 - Northside Park - Located on city property north of the concert site in Northside Park with the entrance and exit on 11th Avenue. This camping site is for volunteer camping only and has 47 spaces.
- #23 – Long Street - 3217 Main Street (1 block west of RV #18) this site has 82 RV/Tent sites. Access to the concert site will be by shuttle bus on the south entrance off of Long Street.



Tent A, Baseball diamond – Located in the 1100 block of 18th Avenue on school district property east of the concert site; with the entrance and exit on 18th Avenue. This camping site has 79 Tent spaces.



Camp Marking

Camp sites and spaces will be clearly marked before the event with sanitation, garbage and signs in place. The properties have been measured and mapped to ensure that city and county requirements are being met while also allowing for the maximum number of spaces per site. We endeavor to design parking that is friendly and safe for our guests, as well as accessible for potential emergency needs. On event weekend we will have camp hosts in place by Thursday.

Because most RVs have an additional (towed) vehicle for short trips, we plan to require that RVs remain stationary during the event. Noise levels will be elevated for the weekend and neighbors should be advised through local media outlets.

Monday, August 6, will be the designated day to tear down and restore campgrounds to their original conditions (including garbage collection and removal of signs).

Camp Host

Most campsites will have at least two camp hosts (four people) assigned so that at least one "host" team will be on site at all times. Some campsites will have more hosts due to their greater size (RV #9 and #4) and one (#12) will only have one host team due to the smaller size. Hosts will assist in the parking on Thursday and Friday and in the exit process on Sunday night and Monday morning.

- ★ **AMENITIES:** Water source (when possible), portable toilets, recycling, and sanitation services are provided at each campground. There are **NO HOOK-UPS** available at any of the campgrounds.
- ★ **CAMP HOSTS:** Each campground has volunteer Camp Hosts. They are available to check you in, help locate your site if needed, and to answer questions. Please be courteous and cooperate fully with your Jamboree Camp Hosts. They are there to help make your stay pleasant & safe and have the authority to evict persons violating Jamboree rules.
- ★ **CHECK-IN TIME:** begins Thursday before concert after 2:00 pm. Please do not arrive before 2:00 pm. Once you are parked in the camp site, you will not be allowed to move RVs or tents.
- ★ **CHECK-OUT TIME:** no later than Monday after concert at 11 am. Please leave your site as clean or cleaner than when you arrived. We appreciate it!
- ★ **FIRES:** **Absolutely NO FIRE WORKS, CAMP FIRES, OPEN FLAME FIRES, OR OPEN FLAME CANDLES will be allowed.** This includes charcoal or pellet grills, and other open flame devices. Propane stoves, fire pits, grills & barbecues with shut-off valves are allowed. Traegers are not allowed. When in grass areas, please be cautious when smoking. **ANY UNATTENDED BURNING DEVICE WILL BE TURNED OFF. IF FOUND A SECOND TIME, IT WILL BE DIS-ALLOWED.** Festival Management reserves the right to prohibit use of open flame devices when left unattended.
- ★ **PASSES:** Your camp host will exchange your ticket for a camping pass. Camping passes **must be visible at all times** while in the campground & for re-entry to the campground. The campsite fee includes your RV or tent & your transportation vehicle. You are allowed one (1) extra vehicle pass per site. **Additional vehicle passes are \$25 for the weekend and are sold by the camp host on a space available basis. No extra vehicles are permitted in Camp A.** If you have more than one site, the per-site count of RV's and vehicles cannot exceed the total number for your sites, but can be located anywhere in your sites. All RVs, tents, vehicles, and property must be kept within your site boundaries. Multiple sites can be laid out to your choosing as long as all equipment is within your sites' boundaries. A camping ticket must be presented for each site in use. All roads in campgrounds are classified as fire-access roads and cannot be blocked. **Vehicles or any other property blocking the fire roads will be removed at the owner's expense.**
- ★ **PATRONS** who behave in a way that could be considered obscene, indecent, lewd, racially offensive, suggestive, harassing, threatening, objectionable, or unlawful shall be subject to loss of band(s), removal from all festival properties, & punishable to the full extent of the law.
- ★ **PETS:** We discourage you from bringing pets along, as most of your time will be spent inside the concert grounds, not in camp. **NO PETS** will be allowed into the festival site.
- ★ **PROTECT YOUR BELONGINGS** and lock-up all valuables including coolers, bikes and generators when leaving them unattended and overnight. The Oregon Jamboree, City of Sweet Home and Sweet Home School District **are not responsible for lost, stolen, or damaged personal property of any kind.**
- ★ **QUIET TIME:** Please be considerate of your neighbors and observe the established quiet time: Thursday & Sunday: 10:00 pm to 7:00 am.; Friday & Saturday: midnight to 7:00 am. Generator use is allowed outside of quiet time hours only if it does not disturb or asphyxiate the other campers. **Festival management reserves the right to prohibit use of any generator at any time.**
- ★ **RV versus TENT:** "RV camping" is considered anything with wheels (fifth-wheels, motor homes, camper-vans, travel-trailers, truck campers, tent-trailers). "TENT-only camping" is restricted to tents (no tent-trailers).
- ★ **SHOWERS** will be available at the High School Gym & Pool, Football Field, the Boys & Girls Club, the Community Chapel (RV16), RV-9 Rodeo Grounds, & RV18 Ranger Station for a minimal fee. Exact times & locations will be posted at each campground & at the entrance to the Will Call building.
- ★ **SHUTTLE** Service is provided for Camps 6, 7, 9, 10, 14, 15, 16, 18 and 20. ALL RV sites are on a 20- to 30-minute schedule on concert days. A schedule will be posted at each campground and at the entrance to the Will Call building.
- ★ **TENT CAMP A CAMPERS:** will not be allowed to park on the grass by your tents. No extra vehicles are permitted on site. Designated parking for Camp A is along 18th Avenue next to the camp. Limited overnight/overflow parking is available at the corner of 18th Avenue and Long Street and may be purchased from the on-site parking attendant **ONLY**. The campsites are an easy walk from the parking area. No swimming pools are allowed on the grass.

CLICK ON THE SECTION YOU WISH TO BUY CAMPSITES FOR

- SITES AVAILABLE
- SOLD OUT

OREGON JAMBOREE

music festival

Sentinel Hwy
20 East from
Albany and I-5

Hwy 228
(Molly Rd.)
East from
Evensville
and I-5



RV Sites #6, #7, #9, #10, #14, #15, #16, #17, and #18 are approximately 1 mile from the Concert Area.

- School Locations
- Rest Only Camping
- Premium Parking
- Numbered Campsites
- Catch a Steakie
- Shower Locations

PacifiCorp's Banner / Decoration Policy

PacifiCorp receives many requests each year to install banners, holiday decorations and other attachments on PacifiCorp-owned power poles. As a community member, PacifiCorp is committed to working with non-profit entities on a first-come first serve, non-discriminatory basis to grant sign and banner permits which promote community organizations, community events and community spirit; provided that all attachments conform to safety specifications. PacifiCorp will respond to all requests in a timely manner.

This application package sets forth the requirements which must be fulfilled in order to receive permits to attach banners or decorations to PacifiCorp owned poles. The requirements are intended to protect and promote public safety, as well as the interests of PacifiCorp and its Permittees, while offering non-profit entities the opportunity to attach to PacifiCorp poles.

Banner / Decoration Application Process Checklist

To receive permission to install attachments on PacifiCorp owned poles, please complete the following:

- Read this entire package.
- Complete the enclosed Application Form. Please note that every Applicant is required to include the pole identification numbers and map numbers, a map indicating the location and cross streets of the poles, the number and type of attachment(s), and the type of hanger(s).
- Complete, print and sign the enclosed Indemnification section. If your proposed attachments are approved and space is available, PacifiCorp will sign and return the Agreement with a final copy of Exhibit A (pole list) to the address provided in your Application Form.
- Submit the fully completed application and agreement and checklist to PacifiCorp.
- Provide a Certificate of Insurance naming PacifiCorp as an additional insured, or if self-insured provide a letterhead document asserting the self-insured status covering your request.
- Obtain appropriate permits from the government agencies (city, county, department of transportation, etc.) that have jurisdiction over the thoroughfares where the poles are located and provide copies to PacifiCorp.

PacifiCorp reserves the right to reject any application for use of its power poles for any reason or to change or withdraw or remove the approved attachments at any time after the installation.



APPLICATION FOR BANNER/DECORATION ATTACHMENTS TO PACIFICORP POLES

Name of Entity: Oregon Jamboree

Contact Person : Carlene Erickson

Address 401 Main Street, Suite D City Sweet Home State OR Zip 97386

Phone (541) 367-8800 Alternate Phone Fax (541) 367-8400

INSURANCE COVERAGE REQUIRED (\$1,000,000 each: Commercial General and Business Auto Liability)

If Self-Insured check here: Please attach a letterhead signed document asserting self-insured status.

Insurance Company: (Unified Insurance) Policy# _____

Dollar Limit of Commercial General Liability \$1,000,000.00 Business Auto Liability \$ _____

Are you the sole owner of the attachments? Yes No

If No, Other owner of Attachment(s) is: _____

Describe the relationship of the joint ownership: _____

BANNER/DECORATION ATTACHMENT DETAILS

1. Term of attachment: Short-term (less than 1 year) Long term (greater than 1 year)

2. Description of banner/decoration attachment: Directional signage

2. Attachment specifications (weight, material, text, design) and dimensions: _____

3. How many feet of space will the bracket(s) require? One (1) Two (2) Other

Explain other _____

4. Anticipated Date of Installation: July 29, 2019 5. Anticipated Date of Removal: August 9, 2019

Are you requesting an entity other than PacifiCorp to install/remove the attachments? No Yes

If yes: Provide the name of the Company and contact information: _____

INDEMNIFICATION:

Except for liability caused by the intentional misconduct of PacifiCorp, Applicant shall indemnify, protect and hold harmless PacifiCorp, its successors and assigns, from and against any and all claims, demands, causes of action, costs (including attorney's fees) or other liabilities for damages to property and injury or death to persons which may arise out of, or be connected with: (a) the erection, maintenance, presence, use or removal of Applicant's Equipment; or (b) any act of Applicant on or in the vicinity of PacifiCorp's poles. Applicant shall also indemnify, protect and hold harmless PacifiCorp, its successors and assigns from and against any and all claims, demands, causes of action, costs (including attorney's fees), or other liabilities arising from any interruption, discontinuance, or interference with Applicant's Equipment which may be caused, or which may be claimed to have been caused, by any action of PacifiCorp undertaken in furtherance of the purposes of this Agreement. In addition, Applicant shall, upon demand, and at its own sole risk and expense, defend any and all suits, actions, or other legal proceedings which may be brought against PacifiCorp, or its successors or assigns, on any claim, demand, or cause of action arising from any interruption, discontinuance, or interference with PacifiCorp's service to PacifiCorp's customers which may be caused, or which may be claimed to have been caused, by any action of Applicant. Applicant shall pay and satisfy any judgment or decree which may be rendered against PacifiCorp, or its successors or assigns, in any such suit, action, or other legal proceeding; and further, Applicant shall reimburse PacifiCorp for any and all legal expenses, including attorney's fees, incurred in connection therewith, including appeals thereof.

PacifiCorp warrants that its work in constructing and maintaining the poles covered by this Agreement shall be consistent with prudent utility practices. PACIFICORP DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES. PacifiCorp's liability to for any action arising out of its activities relating to this Agreement shall be limited to repair or replacement of any defective poles. Under no circumstances shall PacifiCorp be liable for economic losses, costs or damages, including but not limited to special, indirect, incidental, punitive, exemplary or consequential damages.

CONFORMANCE TO REQUIREMENTS AND SPECIFICATIONS:

Applicant acknowledges receipt of a copy of and agrees to comply with PacifiCorp's "General Requirements for Banners and Decorations Installed on PacifiCorp Facilities." Applicant agrees to comply with such other requirements and specifications as PacifiCorp shall from time to time prescribe. Applicant (including its employees and contractors) shall not enter the electric utility space or the communications space at any time. Applicant, its employees and its contractors, shall at all times exercise Applicant's right to perform Applicant's responsibilities under the terms of this Agreement in a manner that treats all electric facilities of PacifiCorp as energized at all times. Applicant shall assume complete responsibility for its employees conduct on and around PacifiCorp's facilities and Applicant shall determine and provide the appropriate training and specific safety precautions to be taken by Applicant's employees and contractors, consistent with the terms of this agreement. Applicant shall indemnify, defend, and hold PacifiCorp harmless from any liability of any sort derived from Applicant or Applicant's employees or contractor's failure to abide by the terms of this paragraph.

I have read, understand and agree to the above conditions, including the obligation to pay expenses incurred by PacifiCorp as stated on Page 1 of this application and any costs of attachment or removal incurred by PacifiCorp under the terms of this agreement.

AUTHORIZED SIGNATURE

June 19, 2019
DATE

Carlene Erickson
PRINT NAME OF AUTHORIZED SIGNATORY

Address 401 Main Street, Suite D City Sweet Home State OR Zip 97386

Phone (541)367-8800 Alternate Phone (541)367-3061 Fax (541)367-8400

Acceptance of application by PacifiCorp, and approval of attachment, pending field inspection, by:

AUTHORIZED SIGNATURE

DATE

PRINT NAME OF PACIFICORP EMPLOYEE



PACIFICORP FACILITY INFORMATION

(Attachments will not be permitted on Transmission Poles)

PacifiCorp Pole Number <i>Township/Range = Top Number</i> <i>Pole # = Bottom Number</i>	Street name(s)/Intersection (attach spreadsheet if more room is required)	Proposed Attachment Height
1301223703	18 th Avenue & Main Street	
1301318646	18 th Avenue & Main Street	
1301316507	12 th Avenue & Long Street	
1301317235	12 th Avenue & Fir Street	
1301317243	14 th Avenue & Fir Street	
1301317205	14 th Avenue & Fir Street	
1301317236	12 th Avenue & Elm Street	
1301312209	5 th Avenue & Elm Street	
1301312100	5 th Avenue & Dogwood Street	
1301319602	18 th Avenue & Long Street	
1301321707	22 nd Avenue & Main Street	
1301322204	22 nd Avenue & Mountain View	
1301322600	22 nd Avenue & Long Street	
1301321743	22 nd Avenue & Main Street	
1301321203	Mountain View & 18 th Avenue	
1301319404	18 th Avenue & Kalmia Street	
1301313605	Hwy 228 & Main Street	
1301285018	42 nd Avenue & Main Street	
1301328903	Clark Mill Road & Main Street	
1301327806	Clark Mill Road & Main Street	
1301327702	Clark Mill Road & Long Street	
1301331900	3237 Santiam Highway	

PacifiCorp RCM:

Upon Approval, please scan package into “Community Services” & notify JU Administration via e-mail “JUContracts”.

OREGON JAM★BOREE music festival

2019

OREGON LIQUOR CONTROL COMMISSION

**TEMPORARY SALES LICENSE APPLICATION
PLAN TO MANAGE SPECIAL EVENTS**



TEMPORARY SALES LICENSE APPLICATION

The Temporary Sales License (TSL) allows you to sell distilled spirits, malt beverages, wine, and cider for drinking within the special event licensed area, manufacturer-sealed containers of malt beverage, wine, and cider for drinking out of the special event licensed area, and malt beverages, wine, or cider in a securely covered container (i.e. growlers) for taking out of the special event licensed area.

- **Process Time:** OLCC needs your completed application in sufficient time to approve it. Sufficient time is typically 1 to 3 weeks before the first event date listed in #11 below. Some events may need extra processing time. OLCC may refuse to process your application if it is not submitted in sufficient time for the OLCC to investigate it.
- **License Fee:** \$50 per license day or any part of a license day. **Make payment by check or money order, payable to OLCC.** A license day is from 7:00 am to 2:30 am on the succeeding calendar day.
- **License Days:** In #11 below, you may apply for a maximum of **seven** license days per application form.

PLEASE PRINT

1. Applicant Name: The Oregon Jamboree 2. E-Mail: carli@oregonjamboree.com

3. Mailing address: 401 Main Street, Suite D

4. City: Sweet Home 5. State: OR 6. Zip Code: 97386 7. Fax: 541.367.8400

8. Contact Person: Carlene Erickson 9. Contact Phone: 541.367.8800

10. Event Name: The Oregon Jamboree

11. Date(s) of event (no more than **seven** days): Friday August 2 - Sunday, August 4, 2019

12. Start/End hours of alcohol service: 11:00 AM PM to 12:00 AM PM

13. Address of **Special Event** Licensed Area: 800 18th Avenue Sweet Home, OR 97386
(Street) (City/Zip)

14. Is the event outdoors? Yes No

14a. If no, in what area(s) of the building is the event located? Jim Riggs Community Center

14b. If yes, submit a drawing showing the licensed area and how the boundaries of the licensed area will be identified.

15. List the primary activities within the licensed area: licensed area is contained within the grounds of a country music festival.

16. Will minors be allowed at the event? Yes No

17. If yes, will minors and alcohol be allowed in the same area? Yes No

18. What is the expected attendance per day in the licensed area (where alcohol will be sold or consumed)? varies

PLAN TO MANAGE THE SPECIAL EVENT LICENSED AREA: If your answer to #18 is 501 or more, in addition to your answers to questions 19, 20, and 21, you will need to complete the OLCC's **Plan to Manage Special Events** form, unless the OLCC exempts you from this requirement.

19. Describe your plan to prevent problems and violations.
Alcohol monitors will be roaming as well as servers checking ID of every individual entering the areas where alcohol is served. See the attached OLCC Plan to Manage Special Events for additional information.

20. Describe your plan to prevent minors from gaining access to alcoholic beverages and from gaining access to any portion of the licensed premises prohibited to minors.
Security will be checking the ID of every individual attempting to enter the area where alcohol is to be served. See the attached OLCC Plan to Manage Special Events for additional information.

21. Describe your plan to manage alcohol consumption by adults.
See the attached OLCC Plan to Manage Special Events for additional information.

A nonprofit or charitable organization with a Registry Number issued by the Oregon Secretary of State's office (see [TSL Application Guide](#)) may use servers who don't hold a service permit. These servers must attend training provided by the applicant and read, sign, and date the OLCC provided brochure [What Every Volunteer Alcohol Server Needs to Know](#).

22. Nonprofit or Charitable Organization Oregon Registry Number (or "N/A" if not applicable): 207333-82

23. List name(s) and service permit number(s) of **alcohol manager(s)** on duty and in the licensed area:
Caroll Unruh #036S6B

LIQUOR LIABILITY INSURANCE: If the licensed area is open to the public and **expected attendance is 301** or more per day in the licensed area, you must have at least \$300,000 of liquor liability insurance coverage as required by ORS 471.168.

24. Insurance Company: JD Fulwiler & Co. Insurance 25. Policy #: CLA201080013 26. Expiration Date: Feb 1, 2019

27. Name of Insurance Agent: Kristina Solberg 28. Phone (503) 293-8325

29. Will you serve distilled spirits by the drink? Yes No

If yes, list three different substantial food items; if no, list two:

1) Hamburgers 2) Chicken 3) Tacos/burritos

GOVERNMENT RECOMMENDATION: Once you've completed this form to this point, you must obtain a recommendation from the local city or county named in #30 below **before** submitting this application to the OLCC.

30. Name the city if the event address is within a city's limits or name the county if the event address is outside the city's limits:
Sweet Home, Oregon

I affirm that I am authorized to sign this application on behalf of the applicant.

31. Applicant Name (please print): Carlene Erickson

32. APPLICANT SIGNATURE: _____ 33. Date: May 2, 2019

<p>CITY OR COUNTY USE ONLY</p> <p>The city/county named in #30 above recommends:</p> <p><input type="checkbox"/> Grant <input type="checkbox"/> Acknowledge <input type="checkbox"/> Deny (attach written explanation of deny recommendation)</p> <p>City/County Signature: _____ Date: _____</p>
--

FORM TO OLCC: This license is valid only when signed by an OLCC representative. Submit this form to the OLCC office regulating the county in which your special event will happen.

<p>OLCC USE ONLY</p> <p>Fee Paid: _____ Date: _____ Receipt #: _____</p> <p>License is: <input type="checkbox"/> Approved <input type="checkbox"/> Denied</p> <p>OLCC Signature: _____ Date: _____</p>



OREGON LIQUOR CONTROL COMMISSION
PLAN TO MANAGE SPECIAL EVENTS

When the expected attendance per day in the area where alcohol will be sold or consumed is 501 or more, any applicant for a Temporary Sales License (TSL), Special Event Winery (SEW), Special Event Grower (SEG), Special Event Brewery-Public House (SEPBH), Special Event Distillery (SED), or a Temporary Use event must complete this form (unless exempted from this requirement by the OLCC) and submit it with the application to the OLCC.

Other applicants (those expecting 500 or fewer attendees per day in the licensed area) may choose to use this form. In some cases, even if the expected daily attendance is 500 or fewer, the OLCC may require this form.

Examples of times when the OLCC may require more detailed information, even if the expected daily attendance in the area where alcohol will be sold or consumed is 500 or fewer, include a licensed area: projecting an emphasis on alcohol consumption; projecting an emphasis on entertainment; or proposing to allow minors and alcohol together in the same area.

Please note that for some licensed areas, in order to convince the OLCC that you will adequately manage the licensed area, the OLCC may require more details in addition to your completed PLAN TO MANAGE SPECIAL EVENTS form or any other information you submitted regarding how you will control the licensed area.

If there will be more than one of the above licensees making alcohol available in the same area(s) of the same event, all licensees may agree to submit and follow one plan.

1. Event Name: The Oregon Jamboree

2. Applicant Name: Carlene Erickson

3. Date(s) of event: Friday, August 2 - Sunday, August 4, 2019

4. Start/End hours of alcohol service: 11:00 AM PM to 12:00 AM PM

5. Event Street Address: 800 18th Avenue

6. City: Sweet Home 7. County: Linn 8. Zip: 97386

9. Will minors be allowed at the event? Yes No

10. If yes, will minors and alcohol be allowed together in the same area? Yes No

11. Will any portion of the licensed premises be prohibited to minor patrons? Yes No

If yes, describe your plan to prevent minor patrons from gaining access to the prohibited area:
 Minors will be allowed in Sponsor Hospitality & Artist Reception Areas; these areas are consumption areas and limited to selected and invited individuals. Minors will not be permitted in Beer Garden areas which are 21 and over areas. These areas are very controlled to prevent unauthorized persons entry

12. Estimated total attendance per day in area(s) where alcohol will be sold or consumed: See attached staff

13. List the names(s) and contact phone(s) of **alcohol manager(s)** on-duty and in the licensed area:
Caroll Unruh (503)480-5485

14. List the primary activities within the licensed area:
Country Music Festival

15. Do you estimate that 30 percent or more of the people attending the event will be between 15 and 20 years of age? Yes No

16. Do you estimate the number of patrons in the licensed area will be about the same during the entire time that alcohol is sold or consumed? Yes No If no, what are the estimated times that a greater number of patrons will attend? 5:00 pm to Closing (approximately 12:00 am)

17. At any one time, what is the average range of the number of staff (such as managers, servers, security, alcohol monitors, ID checkers, etc.) on-duty, at the event, and whose job includes monitoring patron behavior?
See attached Staff plan

18. Will **Alcohol Monitors** work in the licensed area? (*An Alcohol Monitor is a person, in addition to alcohol servers and security staff, who monitors the sale, service, and consumption of alcoholic beverages to help ensure that unlawful sales, service, and consumption of alcoholic beverages do not occur.*) Yes No

19. If yes to #18, list the minimum number of **Alcohol Monitors** you estimate will work during the estimated times when a greater number of patrons will attend the estimated times when a regular number of patrons will attend:

6 Minimum number during estimated times of greater patron attendance

13 Minimum number during estimated times of regular patron attendance

20. If yes to #18, describe how **Alcohol Monitors** will be readily identifiable as such to patrons:
See addendum

21. Will all Alcohol Monitors be required to have a service permit? Yes No

22. If no to #21, those **Alcohol Monitors** without a service permit must be uncompensated volunteers who are directly supervised in the licensed area by an individual who has successfully completed and Alcohol Server Education course within the last five years.

List the name(s) of the supervisor(s) and either their service permit number(s) or server education completion date(s):

OBS will be providing the alcohol monitors for this event. A list of supervising persons will be available on site.

23. Is the applicant a nonprofit or charitable organization with a Registry Number issued by the Oregon Secretary of State's office? Yes No If yes, list the Oregon Registry Number: 207333-82

- 24a. If yes to #23, will the applicant use servers who don't hold a service permit? Yes No
- 24b. If yes to #24a, describe the plan to train these people in at least the following: recognizing minors; properly checking identification; and how to recognize and respond appropriately to visibly intoxicated persons:
A training class on Thursday night, August 1, 2019 at 6 PM will be provided by OBS for all volunteers. "What Every Volunteer Bartender Needs to Know" pamphlets will be available and all volunteers will have read and signed this document. The OLCC is invited to assist with this training. +
25. Will security or ID checkers be required to have a service permit? Yes No If no, describe the plan to train these people in at least the following: recognizing minors; properly checking identification; and how to recognize and respond appropriately to visibly intoxicated persons:
The volunteer training class will instruct all volunteers on the correct and efficient methods for checking ID. Local law enforcement is available at all times as well as OBS staff to assist the volunteers.
26. Will servers, security, or ID checkers wear clothing or other designation which readily identifies them as such to patrons? Yes No If yes, please describe:
OBS staff will be wearing polo shirts with "Event Staff Alcohol Monitors" on the breast and/or yellow jackets. See addendum +
27. Describe the alcoholic beverages for consumption in the licensed area:

	Size of Container	Maximum Amount of Alcohol in the Container
Malt Beverages	16oz	16 oz
Wine	7oz	6 oz
Cider	16oz	16 oz
Distilled Spirits	12oz	1 oz

28. Describe how containers used to serve alcoholic beverages for consumption in the licensed area will be of a different color and type when compared to containers used to serve nonalcoholic beverages:
See addendum
29. What is the maximum number of containers of alcoholic beverages meant for consumption in the licensed area that a patron may possess at any one time? two of wine/beer/malt/distilled beverages
30. Describe the level of lighting the licensed area will have to ensure the proper monitoring of patrons:
 A level of lighting sufficient to read common newspaper print; or
 A level of lighting that will be (please describe):
See attached addendum.
31. If other methods for adequately managing the licensed area will be used, describe them here (or submit a separate written, dated, and signed plan):
See attached addendum.
32. Applicant Name: Carlene Erickson
33. Applicant Signature: _____ 34. Date: May 2, 2019

Addendum to Plan to Manage Special Events Oregon Jamboree

#21 – All OBS Staff will have service permits. Volunteer alcohol monitors provided by the Oregon Jamboree will not have service permits but will have “*What Every Volunteer Bartender Needs to Know*” pamphlets. Volunteer bartenders and alcohol monitors will attend a training class on Thursday night prior to the concert. Server education dates are not known but service permits are current.

#23 – The distilled spirits are Crown Royal products and we will limit drinks to the maximum allowed. Mixed drinks only will be served; no shots, no doubles. Crown Royal will be served in Beer Garden #3, #4, the Cabanas and the Sponsor Hospitality area only. We will have CELTIC PROTECTIVE SERVICES security located at each entrance and Oregon Beverage will be providing bar tenders for all bars serving Crown Royal products.

#28 – The Oregon Jamboree is in charge of security. Volunteers from the Oregon Jamboree team will be roaming beer gardens as well as providing observation at the bar and at all entry and exit points. Beer Garden bartenders, alcohol monitors and security staff are listed in the attached schedules; estimated hours and staff levels are also listed. CELTIC PROTECTIVE SERVICES Security will provide all eviction services to all the licensed areas. They will be wearing shirts that say CELTIC PROTECTIVE SERVICES Security on the front and back of their shirts. Bartenders and ID checkers are also Oregon Jamboree volunteers and will be wearing a specific color of (orange) Oregon Jamboree event shirts. Oregon Beverage Service (OBS) staff will be in identifiable shirts. A coordinated alcohol monitor shirt color for all volunteers working the Beer Gardens will be required; volunteer shirts may not be worn after the volunteer shift is complete.

#30 – Adequate lighting is only an issue from 8:45 PM each evening until closing time which is 12:00 AM or earlier. “Earlier” refers to the fact that not all final performances will go until 12:00 AM, in which case the Oregon Jamboree will close earlier. Additional lighting will be added to the porta-potty area. An improved lighting system will be placed along a 4’ barricade fence to discourage patrons from removing the light bulbs. Additional lighting will be added to the trees within Beer Garden 1 and 4 to help light this area.

- #31** – (1) All patrons coming into the licensed area and appearing 30 years of age or younger will be checked for proper identification; patrons reentering will be re-checked for proper identification. This applies to Beer Gardens #1, #2, #3, and #4. The Sponsor Hospitality and reception areas, which allow all ages, will have the bartender checking every patron who appears 30 years of age or younger prior to serving. Alcohol monitors will continually check to make sure all consumers in the sponsor Hospitality and reception areas are over 21.
- (2) Radio communication will be available between bartenders and alcohol monitors. Cell phones are available to contact law enforcement. Additional communication coordination between the event staff, alcohol monitors and security is also available through radio contact under the direction of the Sweet Home Police Chief.
- (3) Last call will not be given and beer will stop being served without public announcement. Alcohol sales will end shortly after the beginning of the last act so as to allow a 20 – 40 minute dry up time for alcohol in all licensed areas.
- (4) A black permanent marker will be used to mark an “X” on the back of a patron’s hands who have been “cut off”. This “X” will help alcohol monitors and bartenders prevent consumption of alcohol by a visibly intoxicated person.
- (5) Patrons will be allowed two (2) beer, wine, malt alternative and distilled spirit drinks per person, per trip. Patrons will not be allowed to stack drinks for future consumption.
- (6) A designated driver program is in effect in each Beer Garden. Their responsibility will be to assist with ID checks, patron eviction and alcohol monitors. We will have CELTIC PROTECTIVE SERVICES acting as a bouncer team to do all hands-on and confrontation with patrons.

Addendum #2 to Plan to Manage Special Events

The Oregon Jamboree wishes to create a unique experience located in Sankey Park, where patrons will be able to enjoy concerts on the second stage as well as participate in a number of age appropriate activities for the entire family. Unique to this venue would be a walk-around area providing the opportunity for parents to purchase an adult beverage, food and drinks for the children, and enjoy the atmosphere with their family without actually being confined to a beer garden.

The second stage is located in Sankey Park where tall fir trees provide a thoroughly shaded area that's the perfect place for some relief from the heat and a fun environment with a family atmosphere. Directly to the east of the stage is a beer serving area which meets all criteria for the other beer gardens and features craft beer as well as adult games such as life-sized jenga and corn-hole. To the east of the beer garden, separated by a six foot screened fence, is the kid's zone with a respite/nursing tent for infants and mothers, playground equipment and some bouncy toys for the children. The Sankey Park common area will offer at least two food vendors, one specialty non-alcoholic drink vendor and family friendly activities such as a stunt jump. Patrons moving from the main festival grounds to Sankey Park via the Weddle Covered Bridge will pass through a security check-point to insure no alcohol will enter or leave the area.

Alcohol sales will begin at approximately 11:00 AM in Beer Garden #4 and end without public announcement approximately 30 minutes before the final act on the main stage begins, to allow a 20-40 minute dry up time. Adequate lighting is only an issue from 7:00 PM each evening until closing time which is 9:00 PM or earlier. "Earlier" refers to the fact that not all final performances will go until that late, in which case the Sankey Park area will close earlier. Tower lights will be placed throughout the patron viewing area to ensure adequate light. At the close of the final act on the Sankey Park stage, the open container area will be reduced to the natural fence line which is to the west of the Kid Zone and the entire park will be swept of patrons and closed down for the night.

Beer garden #3 and the Artisan Alley will remain an open carry area until the end of the final act on the main stage. In Beer Garden #3 last call will not be given and beer will stop being served without public announcement. Alcohol sales will end with adequate time left in the last act so as to allow a 20 – 40 minute dry up time for alcohol.



Chain of Command:

Beer Garden Supervisor: Shari Smith, contact on radio channel 9

Oregon Beverage: Carroll Unruh (503) 480-5485 or contact on radio channel 9

Interior Site Director: Rob Poirier, contact on radio channel 10

Festival director: Robert Shamek (541) 730-0194 or contact on radio channel 1

For immediate security issues contact Chief of Police on radio channel 2

Celtic Security can be reached on radio channel 3

A security booth will be located right inside the vendor gate entrance. This will serve as an ejection location for both the Police Command and OLCC.

There will be one radio available for the OLCC. This can be picked up each morning and returned each night to the Communications Room just outside of the vendor gate.



Oregon Jamboree Alcohol Policy

Purpose:

To Help Ensure A Safe And Quality Festival Experience To All Patrons

Policy:

Alcohol is available for sale within designated areas of the concert grounds. No outside alcohol will be allowed within the concert grounds. To purchase alcoholic beverages a patron must present one of the items indicating that the patron is at least 21 years of age or older.

The following items will be accepted as valid proof of identification:

1. Valid Driver's License
2. Valid United States Passport Identification Booklet
3. Valid United States Passport Card
4. Valid Military Identification Card
5. State Issued Identification Card

The following items will NOT be accepted as valid proof of identification:

1. Duplicate forms of identification
2. Expired forms of identification
3. Photo copies of any form of identification
4. Non-Photo forms of any identification
5. Damaged, mutilated or altered forms of identification

Any patron who presents false identification or who passes alcohol to a minor or a person without valid proof of identification is subject to arrest and will be evicted from the event for the duration of the festival.

Any patron from within the designated alcohol area that passes alcohol to a patron outside of the designated alcohol area is subject to eviction for the duration of the festival.

Patrons will be allowed to purchase two beer or wine alcoholic beverages, per trip, to the sales counter. Patrons will not be allowed to stack beer or wine for future consumption. Patrons will be allowed to purchase one drink of distilled spirits per person, per trip to the sales counter.

Visibly Intoxicated Persons (VIP) in the designated alcohol areas will not be served alcohol.

Visibly Intoxicated Persons (VIP) may remain in the designated alcohol areas only as long as they are cooperative and not causing problems. Visibly Intoxicated Persons (VIP) who have been cut off by Oregon Jamboree staff and refuse to stop drinking alcohol will be evicted from the concert grounds.

Visibly Intoxicated Persons (VIP) who appear to be at the point of impairment will not be allowed to enter the concert grounds.

Visibly Intoxicated Persons (VIP) who are found within the concert grounds will be allowed to remain as long as they are not disruptive to other concert goers.

Anyone who brings outside alcoholic beverages into the concert grounds or attempts to smuggle alcoholic beverages into the concert grounds will be evicted for the duration of the festival.

The Oregon Jamboree reserves the right to discontinue the sale of alcohol at any time. All policies are in place for our own protection as well as the protection of our patrons.



Oregon Jamboree Code of Conduct Policy

Purpose: The Oregon Jamboree strives to provide guests with a safe, comfortable and enjoyable atmosphere; to ensure that a pleasant experience is not disrupted or ruined by a few unruly guests,

Policy: The following behaviors are examples of acts that shall be grounds for denial of ticket sales, eviction from or non-admittance to the Oregon Jamboree festival grounds. Any eviction from or non-admittance to the Oregon Jamboree festival grounds will result in loss of tickets without the opportunity for a refund.

Behavior examples include, but are not limited to the following:

1. Any activity likely to endanger oneself or another person (fighting or violent behavior)
2. Unsafe, uncontrolled and/or rowdy behavior causing potential safety issues or disturbing the enjoyment of others.
3. Any activity or item that could disrupt or interfere with performances or other activities including, but not limited to air horns or laser pointers.
4. Bringing into the festival grounds any item that could be perceived as dangerous; including but not limited to weapons, drugs or fireworks.
5. Smoking or carrying a lighted cigar, pipe, cigarette or e-cigarette anywhere on the concert grounds, except in DESIGNATED SMOKING AREAS.
6. Visibly Intoxicated Persons who are being disruptive.
7. Smuggling or attempting to smuggle alcoholic beverages into the concert grounds.
8. Consuming or carrying dispensed alcohol into areas other than those designated for consumption.
9. The selling of, supplying to, possession of or consumption of alcoholic beverages by a minor.
10. Bringing into the concert grounds any type of beverage or food other than those necessary for medical reasons or infant-care.
11. Vulgar or lewd behavior.
12. Deliberately impeding pedestrian flow and/or blocking aisles and fire emergency exits.
13. Continual failure to take ones' seat as ticketed and/or moving to seats not assigned without permission from a crowd management or security volunteer.
14. Taking videos without proper authorization.
15. Intentional violation of limited or restricted access areas such as; stages, towers or backstage.
16. Entering the festival grounds without a ticket or appropriate credentials.
17. Ticket scalping.
18. Illegal vendors.
19. Intentional property damage or stealing.

The Oregon Jamboree Code of Conduct Policy is in place for our own protection as well as the protection of our patrons.

OREGON JAMBOREE music festival

2019 Staff Schedule August 2 - 4, 2019

Personnel	B G #1	B G #2	B G #3	B G #4	Private Cabanas	Sponsor Hospitality
Bartenders						
OBS	2	1	1	1		1
Volunteer	4-12	2-6	2-4	2-4	1	2
Alcohol Monitors						
OBS	2-6	1-2	1-2	1-2	1	0
Volunteer	4-10	2-6	2-4	2-4	2	2
Paid Security	3-10	1-4	1-3	1-3	0	0
Supervisors						
OBS	1	1			0	0
Volunteer	2	1	1	1		1
Attendance						
Slow Hours	400	100	50	50	49	10
Peak Hours	800	400	200	200	49	100

Lesser numbers reflect workers needed during day time shifts between opening and 4:00 PM. Staff increase begins at 4:00 PM. Weather and attendance may cause for some reduction in the estimate.

THE OREGON JAMBOREE

REQUESTS THAT YOU

PLEASE

DRINK

RESPONSIBLY!

ALWAYS HAVE A DD OR USE OUR

FREE SHUTTLE SERVICE

AT THE FRONT ENTRANCE



The message below appears on our website at www.oregonjamboree.com

DON'T DRINK AND DRIVE

Drinking responsibly...

The Oregon Jamboree requests that all patrons drink responsibly. We have strived to keep this a family event yet want all to have fun. Alcohol should be consumed in moderation, taking into account that too much can cause problems for all people in attendance. As a festival, we want to look out for all patrons including those who drink and those who don't. We have a couple suggestions for making it home safely. We ask that you find the best way for you to get home safely. Please remember, DON'T DRINK AND DRIVE!

Designated Driver

If you come with a group of friends and plan to drink, assign a designated driver. There are many beverage options throughout the event AND serviced into the beer gardens that ensure the designated driver has a good time. Take note that designated drivers DO NOT DRINK any alcohol. All designated drivers must have a valid driver's license.

Shuttle Service

As part of a service to you, the Oregon Jamboree has shuttle services running throughout the day. These shuttles cater from the festival site to all campgrounds. We ask that you use our FREE shuttle service if you drink during the festival.



**COMPLIANCE PLAN
2019 Oregon Jamboree
August 2nd-4th, 2019**

INTRODUCTION

This compliance plan relates to Oregon Beverage Services planned operations for the 2019 Jamboree, being held in Sweethome Oregon at Sankey Park.

VENUE

The licensed premises will be the area of Sankey Park. The entire premise will be fenced.

STYLE OF OPERATION

This is a "Walk Beer Event". Beer/Wine/Spirits will be available from service locations. Alcohol Monitors will be present at the entrance, which will ensure no alcohol enters or leaves the premises. Signage will also be posted. Hand stamps will be issued for anyone who is purchasing alcohol and look under 26 years of age. ID will be checked again, if they look of questionable age. In addition, Oregon Jamboree provides security at the entrance, also roving to ensure no minors are consuming.

OFFERINGS

Alcoholic beverages will be limited to beer/cider/malt beverages served in a 14-16 ounce cup, wine served in a 7 ounce plastic cup, and spirits will be in a 12 oz cup with 1 oz of spirits, fill with ice and mixer.. All cups will be distinctly identifiable. Patrons may only purchase two beverages at a time.

STAFFING

All service locations will be staffed with servers who have an OLCC license. **Only licensed servers will be dispensing alcoholic beverages.**

SECURITY/ALCOHOL MONITORS

Alcohol monitors and dpsst security has been hired from a licensed and bonded company. Both will be watching entrances/exits, as well as patrons for minors and VIP's.

COMPLIANCE PLAN

Page 2

SIGNAGE

All areas will be signed with the following information:

- ANYONE VIOLATING OLCC REGULATIONS WILL BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW
- ANY PATRON UNDER THE AGE OF 30 WILL REQUIRE PROOF OF AGE
- HAVE I.D. AVAILABLE
- MAXIMUM (2) BEVERAGE PER PERSON/PER PURCHASE

In addition, pregnancy and alcohol warning signs will be posted, as well as signs at entrance/exit gates prohibiting alcohol from leaving the (garden).

HOURS OF OPERATION

Doors open at 4:00 pm and service will conclude around 9:30 - 11:00 pm. (Attendance and entertainment pending)



PLAN TO MANAGE SPECIAL EVENTS

When the expected attendance per day in the area where alcohol will be sold or consumed is 501 or more, any applicant for a Temporary Sales License (TSL-NP and TSL-FP), Special Event Winery (SEW), Special Event Grower (SEG), Special Event Brewery-Public House (SEBPH), Special Event Brewery (SEB), Special Event Distillery (SED), or a Temporary Use of an Annual License (TUAL) event must complete this form (unless exempted from this requirement by the OLCC) and submit it with the application to the OLCC.

Other applicants (those expecting 500 or fewer attendees per day in the licensed area) may choose to use this form. In some cases, even if the expected daily attendance is 500 or fewer, the OLCC may require this form.

Examples of times when the OLCC may require more detailed information, even if the expected daily attendance in the area where alcohol will be sold or consumed is 500 or fewer, include a licensed area projecting an emphasis on alcohol consumption, projecting an emphasis on entertainment, or proposing to allow minors and alcohol together in the same area.

Please note that for some licensed areas, in order to convince the OLCC that you will adequately manage the licensed area, the OLCC may require more details in addition to your completed PLAN TO MANAGE SPECIAL EVENTS form or any other information you submitted regarding how you will control the licensed area.

If there will be more than one of the above licensees making alcohol available in the same area(s) of the same event, all licensees may agree to submit and follow one plan.

1. Applicant Name: Unruh Management and Consulting LLC - DBA Oregon Beverage Services		
2. Email: Heather@OregonBeverage.com		
3. Event Name: Oregon Jamboree		
4. Date(s) of event: August 2nd - 4th, 2019		
5. Start/end hours of alcohol service: 9:00 <input checked="" type="checkbox"/> am <input type="checkbox"/> pm to 12:00 <input checked="" type="checkbox"/> am <input type="checkbox"/> pm		
6. Event Street Address Sankey Park - 877 14th Ave		
7. City: Sweethome	8. County: Linn	9. Zip: 97286
10. Will minors be allowed at the event? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
11. If yes, will minors and alcohol be allowed together in the same area? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
12. Will any portion of the licensed premises be prohibited to minor patrons? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, describe your plan to prevent minor patrons from gaining access to the prohibited area:		
13. Expected total attendance per day in the area(s) where alcohol will be sold or consumed)? 5000		
14. List name(s) and contact phone(s) of alcohol manager(s) on-duty and in the licensed area: Larry Schmidgall 503-362-3391		
15. Describe the primary activities within the licensed area: Family entertainment, Concert, and Dining.		
16. Do you estimate that 30 percent or more of the people attending the event will be between 15-20 years of age? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

17. Do you estimate the number of patrons in the licensed area will be about the same during the entire time that alcohol is sold or consumed? Yes No
If no, what are the estimated times that a greater number of patrons will attend?
6:00 - 9:00 pm

18. At any one time, what is the average range of the number of staff (such as managers, servers, security, alcohol monitors, ID checkers, etc.) on-duty, at the event, and whose job includes monitoring patron behavior?
2-8 Licensed Bartenders (including supervisor)
2-6 ID checkers/Alcohol Monitors
2-8 DPSST Security

19. Will Alcohol Monitors work in the licensed area? Yes No
(An Alcohol Monitor is a person in addition to alcohol servers and security staff who monitors the sale, service, and consumption of alcoholic beverages to help ensure that unlawful sales, service, and consumption of alcoholic beverages do not occur.)

20. If yes to #19, list the minimum number of Alcohol Monitors you estimate will work during the estimated times when a greater number of patrons will attend and the estimated times when a regular number of patrons will attend:

6 Minimum number during estimated times of greater patron attendance

2 Minimum number during estimated times of regular patron attendance

21. If yes to #19, describe how Alcohol Monitors will be readily identifiable as such to patrons:
Yes - They will be in company attire with logo/patches, easily identifiable.

22. Will all Alcohol Monitors be required to have a service permit? Yes No

23. If no to #22, those Alcohol Monitors without a service permit must be uncompensated volunteers who are directly supervised in the licensed area by an individual who has successfully completed an Alcohol Server Education course within the last five years. Please list the name(s) of the supervisor(s) and their server education completion date(s):

24. Is the applicant a nonprofit or charitable organization with an Oregon Registry Number issued by the Oregon Secretary of State's office? Yes No

If yes, list Oregon Registry Number (OLCC does not accept a federal registry number or an EIN number):

24a. If yes to #24, will the applicant use servers who don't hold a service permit? Yes No

25b. If yes to 24a, describe the plan to train these people in at least the following: recognizing minors; properly checking identification; and how to recognize and respond appropriately to visibly intoxicated persons:

While we do not at this time plan on using volunteers, should be use them - they will go to the training that we present for Oregon Jamboree prior to the event. In addition, bar supervisors will go over "what ever volunteer needs to know" prior to their shift.

26. Will servers, security, or ID checkers wear clothing or other designation which readily identifies them as such to patrons? Yes No

If yes, please describe:
OBS in logo attire and security/alcohol monitors in logo/patch attire.

27. Describe for alcoholic beverages meant for consumption in the licensed area:

	Size of Container (in which the Alcohol will be Served)	Maximum Amount of Alcohol in the Container
Malt Beverages	16oz	16oz
Wine	7oz	6oz
Cider	12oz	12oz
Distilled Spirits	12oz	1.25 oz

28. Describe how containers used to serve alcoholic beverages for consumption in the licensed area will be of a different color and type when compared to containers used to serve nonalcoholic beverages:
All alcoholic beverage containers will have logos and be in a frosted or clear plastic. No other vendors are allowed to use glasses that are the same or similar to alcoholic beverage containers.

29. What is the maximum number of containers of alcoholic beverages meant for consumption in the licensed area that a patron may possess at any one time? 2

30. Describe the level of lighting the licensed area will have to ensure the proper monitoring of patrons:

- A level of lighting sufficient to read common newspaper print; or
 A level of lighting that will be (please describe):

31. If other methods for adequately managing the licensed area will be used, describe them here (or submit a separate written, dated, and signed plan):
Please see attached compliance plan.

32. Applicant Name (please print):
Heather Irwin

33. Applicant Signature:



34. Date
June 15th, 2019



OREGON LIQUOR CONTROL COMMISSION

TEMPORARY SALES LICENSE – FOR PROFIT (TSL-FP) APPLICATION

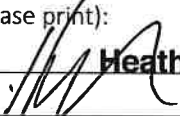
ELIGIBILITY: Please read the instructions to determine eligibility for a TSL-FP.

TEMPORARY SALES LICENSE – FOR PROFIT (TSL-FP) PRIVILEGES. The TSL-FP allows you to:

- Sell at retail distilled spirits, malt beverages, wine, and cider by the drink for consumption in the special event licensed area (provided you meet the food requirements).
• Sell at retail manufacturer-sealed containers of malt beverage, wine, and cider meant for drinking off of the special event licensed area. Note: you may not sell bottles of distilled spirits.
• Sell at retail malt beverages, wine, or cider in a securely covered container (growlers) meant for drinking off of the special event licensed area. The container may not hold more than two gallons.
• Auction (but not raffle) at retail factory-sealed containers of malt beverage, wine, and cider (but not distilled liquor) for consumption off the premises.
• Auction (but not raffle) at retail open containers of alcohol for consumption on the premises

- Process Time: Please read the instructions. OLCC needs your completed application in sufficient time to approve it. Sufficient time is typically 2 to 4 weeks before the first event date listed in #7 below (some events may need extra processing time). OLCC may refuse to process your application if it is not submitted in sufficient time for the OLCC to investigate it.
• OLCC License Fee: \$50 per license day or any part of a license day. Make payment by check or money order, payable to OLCC. A license day is from 7:00 am to 2:30 am on the succeeding calendar day.
• License Days: In #7 below, you may apply for a maximum of seven license days per application form.

1. Applicant Name: Unruh Management and Consulting LLC - DBA Oregon Beverage Services
2. Email: Heather@OregonBeverage.com 3. Fax: 503-362-1882
4. Contact Person: Carroll Unruh/Heather Irwin/Larry Schmidgall 5. Contact Phone: 503-362-3391
6. Event Name: Oregon Jamboree
7. Date(s) of event (no more than seven days): August 2nd - 4th, 2019
8. Start/end hours of alcohol service: 9:00 [X]am []pm to 11:00 []am [X]pm
9. Address of event: 877 14th Ave City: Sweethome Zip: 97286
10. Is the event outdoors? [X]Yes []No
10a. If the event is only indoors, in what area(s) of the building is the event located?
10b. If any part of the event is outdoors, submit a drawing showing the licensed area and how the boundaries of the licensed area will be identified.
11. Describe the primary activities within the licensed area: Concert/Entertainment/Dining
12. Will minors be allowed at the event? [X]Yes []No
13. If yes, will minors and alcohol be allowed together in the same area? [X]Yes []No
14. What is the expected attendance per day in the licensed area (where alcohol will be sold or consumed)? 5000

SIGNATURE	
I affirm that I am authorized to sign this application on behalf of the applicant.	
25. Name (please print): Heather Irwin	
26. Signature: 	27. Date: June 15th, 2019

CITY OR COUNTY USE ONLY	
The city/county named in #24 recommends:	
<input type="checkbox"/> Grant <input type="checkbox"/> Acknowledge <input type="checkbox"/> Deny (attach written explanation of deny recommendation)	
(Optional) City/County Contact Person:	
(Optional) Phone Number or Email:	
City/County Signature:	Date:

FORM TO OLCC		
This license is valid only when signed by an OLCC representative. Submit this form to the OLCC office regulating the county in which your special event will happen.		
OLCC USE ONLY	Date:	Receipt #:
Fee Paid:		
License is: <input type="checkbox"/> Approved <input type="checkbox"/> Denied		
OLCC Signature:	Date:	

RESOLUTION NO. 19 FOR 2019

A RESOLUTION CONCERNING THE OREGON JAMBOREE, PARK CLOSURES, STREET CLOSURES AND RESTRICTIONS.

WHEREAS, on August 2nd, August 3rd, August 4th, and August 5th, 2018, the Oregon Jamboree will hold a concert requiring street and park closures; and

WHEREAS, traffic patterns and parking issues need to be addressed to accommodate the events; and

WHEREAS, Sweet Home Municipal Code 10.04.030 provides that the City Council may, by resolution, establish or alter traffic and parking control;

WHEREAS, Sweet Home Municipal Code 12.12.010 and Sweet Home Charter Section 2 provide that the City Manager can limit park use.

NOW, THEREFORE, the City of Sweet Home does resolve as follows:

Traffic and park regulations shall be kept in effect as follows:

- A. From 7:00 a.m. on Friday, August 2nd to 9 p.m. on Sunday, August 4th, 2019 - 18th Avenue from Long Street to Grape Street and 14th Ave from Kalmia Street to Hawthorne Street shall be closed and blocked off to through vehicular traffic at the direction of the Chief of Police or his designated representative; provided, residents living within the blocked off area, with no alternate routes, will be allowed ingress and egress.
- B. From 7: a.m. on Friday, August 2nd to 9:00 p.m. on Sunday, August 4th, 2019, 18th Avenue/Ames Creek Road from Grape Street to Mountain View Road shall be closed and blocked off to through vehicular traffic at the direction of the Chief of Police or his designated representative and shall be designated as No Parking.
- C. From 11 a.m. on Thursday, August 1st to 10:00 p.m. on Sunday, August 4th, 2019, the portion of 18th Avenue immediately adjacent to the concert grounds and serving no residential properties, shall be completely blocked off to all vehicular traffic at the direction of the Chief of Police:
- D. From 11:00 a.m. on Thursday, August 1st to 10:00 p.m. on Sunday, August 4th, 2019, all areas of 18th Avenue between Long Street and the concert grounds shall be designated and signed as Disabled Parking Only and the Chief of Police is directed to enforce the provisions of ORS 811.615:
- E. From 6:00 a.m. on Monday, July 29th until 10:00 p.m. on Tuesday, August 6th, 2019, Sankey Park shall be closed to all persons except those authorized by the Oregon Jamboree or the Parks Director and signage and fencing shall be in place to affect the safe closure;

- F. From 6:00 a.m. on Friday, August 2nd until 10:00 p.m. on Sunday August 4th, 2019, waive SHMC 12.12.100 for Sankey Park only. SHMC 12.12.100 limits the sale, consumption, or possession of alcoholic beverages in.
- G. From 2:00 p.m. on Thursday August 1st until 11:00 p.m. on Sunday August 4th, 2019 Northside Park shall be available and utilized as a camp site for the Oregon Jamboree event.
- H. From 4:00 p.m. on Thursday, August 1st until 10:00 p.m. on Thursday, August 1st, 2019, waive SHMC 9.20.030 Consumption or Possession of Alcoholic Beverages in Public Places for the area of 18th Avenue immediately adjacent to the concert grounds.
- I. Appropriate and authorize fencing, signs, barricades or other markings which shall be installed by the Oregon Jamboree, at their own cost, to carry out the provisions of this resolution, and they shall become effective upon their installation pursuant to this resolution.

PASSED by the Council and approved by the Mayor this 25th day of June, 2019.

Mayor

ATTEST:

City Manager - Ex Officio City Recorder



REQUEST FOR COUNCIL ACTION

PREFERRED AGENDA: June 25, 2019	TITLE: ODOT Rail and Public Transit Division Oregon Department of Transportation	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> MOTION <input type="checkbox"/> Roll Call Vote YES <input type="checkbox"/> OTHER
SUBMITTED BY: Ray Towry, City Manager		
REVIEWED: Ray Towry, City Manager	ATTACHMENTS: ODOT Rail and Public Transit Division Oregon Department of Transportation Agreement	
REVELANT CODE/POLICY: City of Sweet Home Financial Policy	TOWARD COUNCIL GOAL: 3.1 Increase access to quality healthcare services	

PURPOSE OF THIS MEMO: The Operating Grant Agreement No. 33411 is the agreement between ODOT and the City of Sweet Home for the Senior Center Dial-A-Bus services. The City is the pass through for the grant for \$308,393.00.

BACKGROUND/CONTEXT: ODOT Rail and Public Transit Division has submitted the 2019-2020 Oregon Public Transit Grant for the City's signature in order to receive money for the Senior Center Dial-A-Bus Program. The Agreement stipulates the terms and conditions for the Senior Center to receive the Transportation Grant Funds and needs to be renewed biannually.

THE CHALLENGE/PROBLEM: Should the City continue to act as the pass-through for the ODOT grant funding the Dial-A-Bus program?

STAKEHOLDERS:

Citizens: The Dial-A-Bus program is very beneficial to members of the community who could not otherwise commute to work, healthcare appointments and even shopping.

Jim Riggs Community Center: The JRCC employs staff to oversee, schedule, maintain and operate the Dial-A-Bus.

ISSUES & FINANCIAL IMPACTS:

A local match of \$99,392 biannually is required to receive the grant. The City provides \$22,200.00 per year towards this program. The adopted 2019/20 budget allocated funds in the General Fund as Public Transit Grant Funds.

ELEMENTS OF A STABLE SOLUTION:

A viable method to fund the Dial-A-Bus program would include grants and user fees.

OPTIONS:

1. Do Nothing.
2. Approve the Rail and Public Transit Division Oregon Department of Transportation Agreement.
3. NOT approve the Rail and Public Transit Division Oregon Department of Transportation Agreement.

RECOMMENDATION: Option 2; Make a Motion to Approve the Rail and Public Transit Division Oregon Department of Transportation Agreement No. 33411.

RAIL AND PUBLIC TRANSIT DIVISION OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Rail and Public Transit Division, hereinafter referred to as "State," and **City of Sweet Home**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2019** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2021** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subcontractor Insurance

Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement

Exhibit E: Information required by 2 CFR 200.331(a), may be accessed at <http://www.oregon.gov/odot/pt/>, Oregon Public Transit Information System (OPTIS), as the information becomes available

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit D; Exhibit E; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$308,393.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$209,001.00** in Grant Funds for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9.a. of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

7. Representations and Warranties of Recipient. Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor

accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
 - i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Rail and Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.state.or.us, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: www.fta.dot.gov/grants/13054_6037.html
- c. **Subagreement indemnity; insurance**

Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Any insurance obtained by the other party to Recipient's subagreements, if any, shall not relieve Recipient of the requirements of Section 11 of this Agreement. The other party to any subagreement with Recipient, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Exhibit C.

- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
 - i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
 - ii. all procurement transactions are conducted in a manner providing full and open competition;

- iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
- iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
 - i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

- a. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other

hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient 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, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth

on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of

this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Rail and Public Transit Division Administrator.

SIGNATURE PAGE TO FOLLOW

City of Sweet Home, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

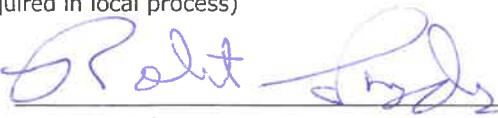
By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By 
Recipient's Legal Counsel

Date 6/4/19

Recipient Contact:

Ken Bronson - City
1140 12th Ave
Sweet Home, OR 97386
1 (541) 367-4775
ken.shsenior@comcast.net

State Contact:

Mark Bernard
555 13th Street NE
Salem, OR 97301-4179
1 (503) 986-3283
Mark.bernard@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____

H. A. (Hal) Gard
Rail and Public Transit Division Administrator

Date _____

APPROVAL RECOMMENDED

By Mark Bernard

Date 05/09/2019

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name Marvin Fjordbeck by email
(printed)

Date 03/17/2017

EXHIBIT A
Project Description and Budget

Project Description/Statement of Work

Project Title: 5311 City of Sweet Home 33411				
<i>Administration, Operations</i>				
Item #1: Project Admin.				
	Total	Grant Amount	Local Match	Match Type(s)
	\$107,145.00	\$96,141.00	\$11,004.00	Local
Item #1: Operating Sliding Scale				
	Total	Grant Amount	Local Match	Match Type(s)
	\$201,248.00	\$112,860.00	\$88,388.00	Local
Sub Total	\$308,393.00	\$209,001.00	\$99,392.00	
Grand Total	\$308,393.00	\$209,001.00	\$99,392.00	

● **1. PROJECT DESCRIPTION**

This project includes administration and operations funding to deliver general public transportation. The deviated fixed route/demand response public transportation services are available in the City of Sweet Home and Linn County, Oregon.

2. PROJECT DELIVERABLES, TASKS and SCHEDULE

I. Administration

Recipient will provide program administration activities to ensure ongoing public transportation services in the service area. Administration activities include, but are not limited to: vendor and contractor oversight; grant and financial management; training; internal and external program coordination; ensuring ongoing operating compliance; and marketing support.

Other eligible administrative expenses may include, but are not limited to: salaries and fringe benefits of administrative staff; marketing; insurance premiums; office supplies; telecommunications; facilities and equipment rental; overhead; and the cost of administering a drug and alcohol program, including testing. Administrative costs associated with coordination of transit services are eligible if the activity is part of a coordinated public transportation program or initiative.

II. Operations

The service, schedule, days, hours and service type will be designed to meet the needs of the target population as determined by Recipient in consultation with the operator of service, the affected community members and stakeholders identified by Recipient.

The transportation services articulated herein may be made available to a variety of potential users, including the general public.

Recipient may amend the service design at any time in accordance with local demand, funding issues or other situations that require service to be changed. Recipient will inform State if there is a change in the service funded by this Agreement. Recipient will follow appropriate public notice procedures to solicit feedback regarding service or fare changes.

Recipient may not use grant-acquired assets to compete unfairly with the private sector.

A projected ridership goal for the Sweet Home Shopper is established for this project:

*For 2019-20: 400 riders a month
 For 2021-22: 450 riders a month*

Ridership is the actual or estimated one-way passenger trips provided to the target population. A passenger trip is a unit of service counted each time a passenger enters the vehicle, is transported and then exits the vehicle. Each different destination constitutes a passenger trip.

The public transportation services will be designed to efficiently and effectively meet the target population's needs. Recipient will consult relevant staff, local governments, customers, and other affected community members to plan and deliver public transportation service.

Recipient will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services.

Recipient will market the services. Special needs transportation will be made available to a variety of potential users, including the general public.

Recipient shall engage in a good faith effort to generate program income to help defray program costs. If program income is generated from federally-funded projects, that income must be reported to State.

Operating expenses are those costs directly associated with system operations, including, but not limited to: fuel; oil; dispatch and drivers' salaries and fringe benefits; licenses; facility maintenance; uniforms; and communications equipment associated with operations.

3. PROJECT ACCOUNTING, MATCH and SPENDING PLAN

Sources that may be used as Recipient's matching funds for this Agreement include Special Transportation Fund, Statewide Transportation Improvement Fund, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as matching funds. Under this Agreement, State will bear the sum remaining after the amount of Recipient's required share of local matching funds is subtracted from the total project expenses.

I. Administration

No additional requirements.

II. Operations

Generally accepted accounting principles and Recipient's own accounting system determine those costs that are to be accounted for as gross operating expenses. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible. The contractor may use capital equipment funded from USDOT- or State-source grants when performing services rendered through a contract funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.

Recipient will subtract revenue from fares, tickets and passes, either pre-paid or post-paid, from the gross operating expense of service. Administrative expenses are reimbursable as operating expenses. The required local match share will be subtracted from the project expenses to determine the grant share of the project expense.

4. REPORTING and INVOICING REQUIREMENTS

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State and public transportation services described in Recipient's Coordinated Public Transportation Human Services Plan for the purpose of this Agreement. Recipient shall track administrative time in connection with reimbursement requests under this Agreement, and shall report administrative time in quarterly Agency Periodic Reports.

I. Administration

Written detailed documentation of time expended, an invoice account payable statement or comparable document that shows administration performed for the grant reimbursement requested. Documentation should include dates of service, hours of service, who provided service and grant or allocated costs for grant reimbursement. For internal agency staff projects, please provide a Spreadsheet or similar document showing the time worked, hourly rate for labor, title/classification, and all work performed for the period. Summary must include all expenses for the period claimed.

II. Operations

State's obligation to disburse Grant Funds to Recipient under this Agreement is contingent upon the availability of appropriated funds from which payment can be made. Therefore, Grant Funds shall be disbursed according to the following disbursement schedule. This schedule is based on the standard Agreement term of two fiscal years, each running from July 1 through June 30.

Disbursement Schedule

First year maximum disbursement: no more than 50 percent of the total grant amount regardless of the amount of any reimbursement request. A partial payment may be made by State if Recipient requests more than this amount in the first fiscal year period.

Second year maximum disbursement: no more than 50 percent of the total grant amount plus any remaining portion from the first fiscal year period.

EXHIBIT B

FINANCIAL INFORMATION

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart F.

This Agreement is financed by the funding source indicated below:

Federal Program	Federal Funding Agency	CFDA Number	Total Federal Funding
49 U.S.C. 5311	U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	20.509 (5311)	\$209,001.00

Administered By
Rail and Public Transit Division 555 13th Street NE Salem, OR 97301-4179

EXHIBIT C

Insurance Requirements

GENERAL - SUBRECIPIENT.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. AUTOMOBILE Liability Insurance: Automobile Liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous

"claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

GENERAL - RECIPIENT.

Recipient shall: i) obtain insurance specified under TYPES AND AMOUNTS (except TYPES AND AMOUNTS paragraph I applies only to Recipient's subcontractors who employ subject workers) and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under this Agreement commences, and ii) maintain the insurance in full force throughout the duration of this Agreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide Workers' Compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. AUTOMOBILE Liability Insurance: Automobile Liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the Recipient's activities to be performed under this Agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, Recipient shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of: (i) Recipient's completion and State's acceptance of all Services required under this Agreement or, (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Recipient elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Recipient may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, Recipient shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. Recipient or its insurer must provide 30 days' written notice to State before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. State shall obtain from Recipient a certificate(s) of insurance for all required insurance before the effective date of this Agreement . The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

EXHIBIT D

Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement")

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at www.transit.dot.gov. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at www.transit.dot.gov. Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.
5. By executing the Agreement, Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other

federal award as well as the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, cooperative agreement, or other federal award. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.



REQUEST FOR COUNCIL ACTION

PREFERRED AGENDA:	TITLE:	TYPE OF ACTION:
June 25, 2019	Murraysmith – Sweet Home WWTP Improvements Project Final Design and Construction Management Services Proposal	<input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> MOTION <input type="checkbox"/> Roll Call Vote YES <input type="checkbox"/> OTHER
SUBMITTED BY: Greg Springman, Public Works Director	ATTACHMENTS: Proposal for Engineering Services - Sweet Home WWTP Final Design and Construction Management Services	
REVIEWED BY: Ray Towry, City Manager	TOWARD COUNCIL GOAL: 2.5: Continue to implement best financial practices 2.6: Employ sound technology to maximize efficiency	
RELEVANT CODE/POLICY: N/A		

PURPOSE OF THIS RCA:

To review Murraysmith’s proposal for engineering services for the Wastewater Treatment Plant (WWTP) Improvements Project Final Design and Construction Services Contract.

BACKGROUND/CONTEXT:

The City’s Wastewater Collection System and Wastewater Treatment Plant (WWTP) serve a population of approximately 9,200 residents in the community of Sweet Home. The WWTP is located at 1357 Pleasant Valley Road in the city of Sweet Home. The plant was initially constructed and placed into service in 1947. The City made treatment plant improvements in 1974, and again in 1994.

In January 2001, DEQ issued the City a Mutual Agreement and Order (MAO) for ongoing wastewater system overflows, and discharge violations at the WWTP’s outfall point. As a result, the City contracted with Brown and Caldwell to develop the 2002 Wastewater Facility Plan. The plan quantified wet weather capacity deficiencies and evaluated alternatives for Inflow and Infiltration (I&I) reduction for the entire wastewater collection system. The City invested approximately \$15 million over 10 years for sewer rehabilitation projects to address specific I&I deficiencies throughout the collection system. In May 2015, DEQ notified the City that it had complied with the terms of the MAO due to sewer rehabilitation efforts.

In the spring 2017, the WWTP had several violations during heavier wet weather events. DEQ issued an enforcement letter to the City in June 2017. In August 2017, DEQ held an enforcement meeting with City staff to discuss options for continued compliance.

The City then solicited proposals from engineering firms to prepare design drawings and specifications for improvements to the City’s WWTP. Staff received proposals from four engineering firms: Brown and Caldwell, CH2M, Murraysmith and Associates, and Civil West. Staff evaluated all

proposals submitted and conducted interviews with all four firms. After careful consideration and with staff's recommendation, City Council selected Murraysmith.

On February 13, 2018, Murraysmith presented a Proposal for Engineering Service to City Council during a work session detailing the schematic design process, funding options, and timelines for schematic design completion.

Murraysmith completed their schematic design in March 2019.

In April 2019, City Council approved Murraysmith's "20% Schematic Design," for the WWTP Improvement Project. Authorizing Murraysmith to develop scope of work for final design and construction management services. Staff would return to Council for project Scope of Work, and Murraysmith contract approval in June 2019.

The root causes of the violations are:

- 1) Age of assets/infrastructure is beyond its useful life and
- 2) A change in wastewater volume and characteristics after initial construction. Since initial construction of the WWTP, there is now a steady stream of flushable materials on the markets which cause a build-up of trash/material throughout the treatment process.

Based on these factors, Murraysmith is proposing construction of new screenings process, aeration basin upgrades, secondary clarifier improvements, bio-solids improvements, outfall improvement, and other miscellaneous improvements to enhance operational efficiencies, plant reliability, and an increase in plant capacity, improving water quality discharged to the Santiam River.

THE CHALLENGE/PROBLEM:

How to complete the necessary engineering for construction of the WWTP Improvement Project.

STAKEHOLDERS:

- City of Sweet Home Residents. Residents pay sewer rates on a monthly basis to fund operations, maintenance, capital projects and DEQ fines. Customers demand a high level of service, with uninterrupted sewer collection and treatment service.
- City of Sweet Home City Council. Council members are the voice of the citizens we serve. Each member of this group is interested in providing the best service possible.
- City of Sweet Home Management Team. Each Department Head is charged with the responsibility to run their day-to-day operations as efficiently as possible.
- Sweet Home Business Community. The business community expects efficient uninterrupted collection and treatment sewer service.

ISSUES & FINANCIAL IMPACTS:

The FY 19/20 Budget accounts for final design at \$2,176,990 for the WWTP Improvement Project's engineering services. Construction Management Services is estimated at \$1,798,459 and will be funded during the FY 20/20 through FY 22/23 budgets.

The City Council adopted new water/sewer rates in November 2017 in anticipation of the project. All customers began seeing an increase on their January 2018 sewer bill. The Public Works Department staff will participate as members of the design team, work to securing funding, ensure all requirements are met, and the project is completed on time within budget.

ELEMENTS OF A STABLE SOLUTION:

Approve the proposal for the WWTP Improvements Project Final Design and Construction Management Service in order to proceed with final design. Final design includes secure funding source, evaluate rates, development of construction documents, and other miscellaneous timelines for project final design.

OPTIONS:

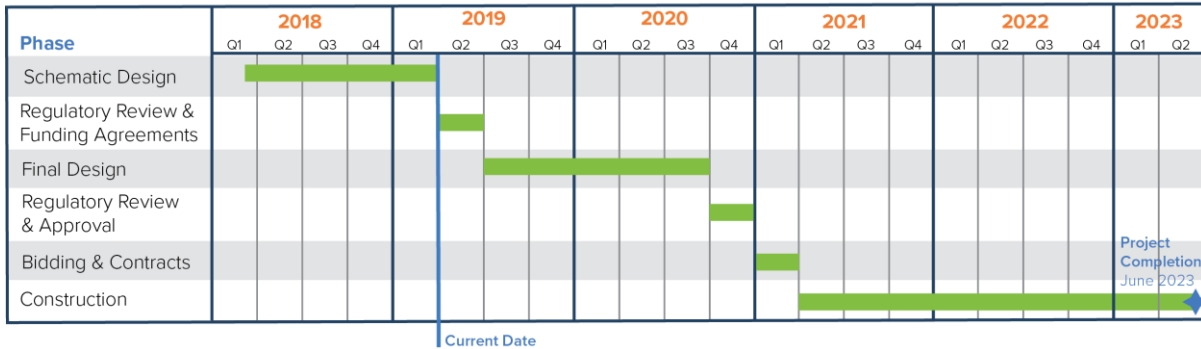
1. *Do Nothing*. Doing nothing preserves the status quo. City Staff would not be able to implement recommendations outlined in the Wastewater Facilities Plan or proceed with the required WWTP improvements. The WWTP would continue to violate discharge permit requirements imposed by DEQ. Aging equipment will continue to fail.
2. *Make a Motion*. Make a Motion to approve Murraysmith's proposal for Engineering Services for Final Design and Construction Management Services for the WWTP Improvement Project.
3. *Reject Murraysmith's proposal*. This action preserves the status quo. City Staff would not be able to implement recommendations outlined in the Wastewater Facilities Plan or proceed with the required WWTP improvements. The WWTP would continue to violate discharge permit requirements imposed by DEQ. Aging equipment will continue to fail.

RECOMMENDATION:

I strongly recommend option #2, requesting City Council to "*Make a Motion to approve Murraysmith's proposal for Engineering Services for Final Design and Construction Management Services for the WWTP Improvement Project*". Project timeline and "Next Steps" are attached from the March meeting as outlined by Murraysmith.

Overall Project Schedule

Sweet Home WWTP Overall Project Schedule



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Next Steps

- Proposed Public Process:
 - Public Hearings on March 26th and April 9th
 - City Council Decision to proceed with project on April 23rd
- Finalize Schematic Design (USDA PER & ER)
- Continue coordination with Oregon DEQ on NPDES Permit
 - Anti-degradation Evaluation for Mass Load Increase
 - Work to get NPDES Permit Renewal on DEQ Schedule
- Continue work to determine project funding (USDA, DEQ, etc.)
- Update rates and SDCs
- Proceed with final design in June
 - Murraysmith final design & CM proposal to be provided in May

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June 5, 2019

Mr. Greg Springman
Public Works Director
City of Sweet Home
1400 24th Avenue
Sweet Home, Oregon 97386

Re: Proposal for Engineering Services – Sweet Home WWTP Final Design and CM Services

Dear Mr. Springman:

MurraySmith is pleased to present our proposal to provide engineering services for final design and construction services on the City's Wastewater Treatment Plant Improvements Project, building on the initial planning and schematic design completed over the past year. Our proposal includes the following attachments:

- Exhibit A1 Scope of Work - Final Design
- Exhibit A2 Proposed Budget – Final Design
- Exhibit B1 Scope of Work – Bidding and Construction Services
- Exhibit B2 Proposed Budget – Bidding and Construction Services
- Exhibit C Project Schedule
- Exhibit D MurraySmith Current (2019) Rate Schedule
- Exhibit E EJCDC E-500 Proposed Contract Form

Final Design Scope of Work and Budget

The Proposed Scope of Work and Budget for final design services are included as Exhibits A1 and A2, respectively. The proposed budget for final design is **\$2,176,990** and includes the following major tasks:

- Task 1 Project Management
- Task 2 Schematic Design Development and Value Engineering
- Task 3 60% WWTP Final Design
- Task 4 90% WWTP Final Design
- Task 5 Final Contract Documents

Bidding and Construction Services Scope of Work and Budget

The Proposed Scope of Work and Budget for bidding and construction services are included as Exhibits B1 and B2, respectively. A key assumption for this phase of work is that City and Murraysmith staff will provide onsite construction observation services. The Proposed Budget for Final Design is **\$1,798,459** and includes the following major tasks:

- | | |
|--------|---|
| Task 1 | Project Management |
| Task 2 | Bidding and Contract Support Services |
| Task 3 | Services During Construction |
| Task 4 | Final Acceptance, Startup and Contract Closeout |

Project Schedule

A schedule for project execution including final design, bidding, contracts, construction, and startup of the WWTP Improvements Project is included as **Exhibit C**. The schedule shows project completion by June 30, 2023 with approximately 2 months of free float.

Current Rate Schedule

Murraysmith's current 2019 rate schedule is included as **Exhibit D**. Current rates are used as the basis for budgeting final design as summarized in Exhibit A2. Proposed rates for Bidding and Construction Services are escalated at an annual rate of 3.5 percent for inflationary factors.

Contractual Terms and Conditions

In anticipation that the City may utilize USDA for a portion of project funding, Murraysmith proposes to complete the project using the EJCDC E-500 Agreement Between Owner and Engineer for Professional Services with USDA amendments. This proposed contract form is included as **Exhibit E**, which has been filled in with relevant project information for the Sweet Home WWTP improvements Project.

Please contact me at your convenience if you would like to discuss our proposal.

Sincerely,



MURRAYSMITH
Preston Van Meter, PE
Principal-in-Charge

PLVM: mrs

Enclosures: Exhibit A-F, as referenced



EXHIBIT A1
FINAL DESIGN SCOPE OF WORK

EXHIBIT A1

SCOPE OF WORK CITY OF SWEET HOME, OREGON

WASTEWATER TREATMENT PLANT IMPROVEMENTS FINAL DESIGN

Task 1 – Project Management

The objective of the Project Management task is to assure the design team stays on track to deliver the project on time and budget, coordinating closely with City staff. This task includes conducting the design phase project kickoff meeting, Project Management Plan development, monthly project check-ins with City staff, bi-weekly internal team check-ins, and other project management activities required to keep the project on track.

Task 1.1 – Project Kickoff Meeting

A Project Kickoff Meeting will be held at the City Public Works offices to review the project, introduce new design team members, establish project goals and objectives, review communication protocols, and discuss the project scope and schedule. A Wastewater Treatment Plant (WWTP) site visit will be conducted following the kickoff meeting.

Task 1.2 – Project Management Plan

Prepare a Project Management Plan (PMP) to guide the overall execution of the project for the City and Murraysmith team. The PMP will include: Purpose of the PMP, project overview and key understandings; project organization chart summarizing roles and responsibilities for all team members; Project Scope of Work with summary table of key deliverables by sub-task; Project Schedule with summary of key milestone dates; Project budget summary broken down by sub-task; and, Quality Management Plan (QMP) summarizing QA/QC procedures for all deliverables.

Task 1.3 – Monthly Project Status Reports

Monthly project status reports will summarize the current project status, noting key outstanding issues that may impact the scope, schedule or budget. Monthly invoices will be included with the monthly project status reports. The project will be managed to maintain the scope, schedule, and budget.

Task 1.4 – Monthly Project Check-in Conference Calls

Conduct monthly project check-in conference calls with City staff and Key Murraysmith Design Team members to review current project status, discuss key/outstanding issues and related discussion items. Call duration is estimated to be 1.5 hours and will be attended by Murraysmith key design team members.

Task 1.5 – Internal Team Coordination & Bi-Monthly Conference Calls

Murraysmith's Project Manager will coordinate efforts of the multi-disciplinary team of staff and sub-consultants to monitor project progress, coordinate project team activities to keep the project on schedule, identify external coordination items with City staff or regulatory agencies and identify potential budget challenges as early as possible. Internal team coordination will include 1 hour bi-monthly team conference calls with discipline leads and other key design team members.

Task 1 Deliverables

- 1) One electronic (PDF) copy of the Project Kick-off Meeting agenda and minutes.
- 2) One electronic (PDF) copy of the Project Management Plan.
- 3) One electronic (PDF) copy of Monthly Project Status Reports with invoices.
- 4) One electronic (Email) copy of agendas and minutes from Monthly Project Check-in Conference Calls.

Task 1 Assumptions

- a) Project duration is assumed to be 14 months; therefore 14 Monthly Progress Reports are included in the Scope of Work.
- b) WWTP final design services do not include design support for the City's planned offsite Biosolids Composting Facility. Design and construction services for the facility will be contracted separately once specific information regarding the location and specific design requirements are better understood.
- c) Murraysmith's current contract for Schematic Design contains budget for tasks remaining to be completed during final design. It is assumed this contract will continue to be utilized during final design for unfinished tasks, including completion of the Environmental Assessment, support services for wastewater rate and SDC updates, funding agency coordination and regulatory review support.

Task 2 – Schematic Design Development and Value Engineering

As part of Task 2 Murraysmith will collect additional field data required for final design, develop specific Schematic Design elements further based on the project authorized by City Council and support the City conducting a third-party Value Engineering (VE) study for the project.

Task 2.1 – Additional Geotechnical Data Collection

Conduct additional field geotechnical data in the vicinity of new structures to identify the depth to bedrock for estimating soft soil replacement and rock removal quantities as a part of final design. Following completion of the field work, the existing 3D grid showing the bedrock surface on the site will be updated for use throughout design and construction. Bedrock data will be collected at the locations of the following structures: Admin/Lab Building; Headworks; Primary Clarifier; Aeration Basin (secondary process buildings and primary sludge building); Secondary Clarifier #4; Tertiary Filtration; Outfall Alignment; Primary Digester; Solids Building; Storage/Thickening Building; and Dewatering Building.

Task 2.1 Deliverables

- 1) Two (2) hard copies and one (1) electronic (PDF) copy updated Geotechnical Data Report (GDR) and Geotechnical Engineering Report (GER).

Task 2.1 Assumptions

- a) Scope includes 3 field days for collecting geotechnical data, with one site visit for one Murraysmith team member to coordinate the field work.
- b) The geotechnical lead will call locates to the Utility Notification Center (One-Call) for utility clearance, but no private utility locating service will be provided within the treatment plant site. City crews will assist with providing onsite utility locating services for buried pipelines not identified through the One-Call service.
- c) A map and 3D surface of bedrock contours will be provided following fieldwork for use during final design and construction. The map will be included in the updated GDR that will be provided to Contractors during bidding.

Task 2.2 – Additional Survey Data Collection and Control

Collect additional survey data needed for the completion of final design. Specific areas of additional data collection will include the alignment of the new outfall pipeline and river bathymetry in the South Santiam River as well as several locations throughout the WWTP where survey data was not initially anticipated to be needed at the start of the project.

Task 2.2 Deliverables

- 1) One (1) 24x36-inch hard copy and one electronic (PDF and AutoCAD) copy of the updated WWTP base map incorporating additional field survey data collected for final design.

Task 2.2 Assumptions

- a) Scope includes 3 field days for collecting survey data, with one site visit for one Murraysmith team member to coordinate field work with field survey crews.
- b) Survey control markers to be used by the General Contractor during construction will be set at the same time additional data is collected. These markers will need to be protected by City and WWTP staff until the time that responsibility is transferred to the General Contract at the start of construction.
- c) No planning applications or third-party fees associated with boundary line adjustments/consolidations, re-setting of survey monuments or private utility locating services are included.

Task 2.3 – Antidegradation Evaluation for NPDES Permit Mass Load Increase

Prepare a Technical Memorandum providing an anti-degradation evaluation meeting the requirements of Oregon Administrative Rules (OAR) and anticipated treatment performance for current and future conditions, identify the need for BOD and TSS mass load increases for the City's year-round discharge to the South Santiam River. This task includes evaluation of WWTP mass loads and preparation of a river anti-degradation evaluation consistent with Oregon DEQ requirements as provided in the OARs.

Task 2.3 Deliverables

- 1) One electronic (PDF) copy of the Draft and Final Sweet Home WWTP Request for Mass Load Increase and South Santiam River Anti-Degradation Evaluation Technical Memorandum.

Task 2.3 Assumptions

- a) The anti-degradation evaluation related the City's request for an increase in the NPDES Permit mass load limits will be completed in accordance with Oregon Administrative Rules (OAR) 340-041-0004.
- b) Based on consultation with DEQ, the City's NPDES Permit Limits will be adjusted for the basin standards using the design flows for the current planning horizon.
- c) No public process is anticipated as part of the Antidegradation Evaluation process.

- d) No mixing zone study update is anticipated to be required by DEQ for the new peak flow outfall or mass load increase.

Task 2.4 – Schematic Design Development & Preliminary Engineering Report

Further develop the current 20% Schematic Design to incorporate initial Value Engineering (VE) elements identified by Murraysmith’s team as the final project scope and cost estimates developed at the end of the Schematic Design phase. Schematic Design development efforts will result in the development of an Updated Schematic Design Report incorporating the following additional project elements:

- **Initial Value Engineering Summary Tech Memo** – consolidate initial VE items incorporated into the final 20% Schematic Design into a single technical memo that will serve to update individual TMs developed during the Schematic Design process.
- **Secondary Process Schematic Design Updates** – update the schematic design for the secondary process area to incorporate aeration basin upgrades to be implemented in a phased approach, remove the two-story secondary process building and locate the Blower Room and RAS/WAS pump room at the north end of the aeration basin.
- **Tertiary Filter Schematic Design** – coordinate vendor requests for information and develop schematic design for demolishing, replacing and expanding the capacity of the WWTP existing sand media travelling bridge filters. It is anticipated the new tertiary filters will fit within the existing plant hydraulic profile to eliminate the filter feed pump station and will have a redundant capacity of 6 MGD.
- **Administration/Lab Building Schematic Design** – prepare preliminary design drawings for the new Lab and Administration Building to be located at the front entrance. Building floor plans and space layouts will be prepared and cost estimates will be updated to reflect the relocation of the Operations Room from the Secondary Process Building to the Admin/Lab Building.
- **Schematic Design Deliverable Updates** – incorporate the additional design development updates into the 20% Schematic Design Report and Preliminary Engineering Report.

Task 2.4 Deliverables

- 1) One electronic (PDF) copy of the Updated Schematic Design Report to be utilized during the VE study.

Task 2.4 Assumptions

- a) The PER will document the final \$28M project approved by City Council.

- b) The Update Schematic Design Report and associated drawings will be completed prior to the planned 3rd party Value Engineering (VE) Study.

Task 2.5 –VE Study Support Services

Provide support services for the completion of a VE Study conducted by an independent third-party firm specializing in VE project reviews.

- **VE Team Request for Proposals (RFP)** – prepare an RFP for the City to solicit proposals from firms to provide a one-week VE review of the updated Preliminary Design documents prepared for the project.
- **VE Proposal Review** – assist the City with the review of proposals from VE teams, as required.
- **VE Study Background Presentation and Discussion** – on the first day of the VE Study, Murraysmith will provide a project overview presentation and respond to initial VE team questions prior to starting work on the VE study.
- **VE Study Administrative Support Services** – Murraysmith Admin staff will coordinate lunch and refreshments for the VE Team during the VE Study, coordinating morning coffee and baked goods, daily lunches and afternoon refreshments. The cost of the food and refreshments will be the responsibility of the VE third party firm.
- **Ongoing Responses to VE Team Questions** – at several times during the VE study, Murraysmith will answer questions from the VE Team related to the study and concepts being developed.
- **VE Study Closing Presentation** – attend the final presentation of VE concepts recommended for consideration by the VE Team.
- **VE Study Recommendations Responses TM** – following the receipt of the written VE Study report, Murraysmith will prepare responses to the VE recommendations and identify items to be incorporated into final design.

Task 2.5 Deliverables

- 1) One electronic (PDF) copy of Draft and Final VE firm Request for Proposal.
- 2) One electronic (PPT) copy of the VE Study Sweet Home WWTP Upgrades Background Presentation.
- 3) One electronic (PDF) copy of the VE Study Recommendations Responses Technical Memorandum.

Task 2.5 Assumptions

- a) The VE Study will be completed by an independent third party hired directly by the City of Sweet Home.
- b) The VE Study will be one-week (5 working days) duration and will be conducted in Murraysmith's Portland, Oregon office.
- c) The cost of the food and refreshments will be the responsibility of the VE third party firm. Murraysmith will provide coordination and support only.

Task 2.6 – WWTP Equipment Site Visits and Reference Checks

Conduct reference checks and installation site visits to wastewater treatment facilities using equipment being considered for the Sweet Home WWTP. Preference will be given to conducting site visits to local (Oregon and SW Washington) wastewater treatment plants. There are potential vendors for some equipment that may want to offer trips so City and plant staff can tour facilities in other geographies that have equipment being proposed for the WWTP upgrades.

It is anticipated City staff will attend the 2019 WEFTEC Conference and Trade Show in Chicago, Illinois to tour the exhibition hall and conduct meetings with equipment vendors throughout the conference to identify additional equipment options to be considered as part of final design.

Equipment to be more fully evaluated during final design will include: Headworks screens and grit removal; primary and secondary clarifiers; blowers, mixer and aeration diffuser systems; sludge pumps; tertiary filters; UV disinfection; anaerobic digester and gas handling; odor control; solids thickening and dewatering; and biosolids composting.

Task 2.6 Deliverables

- 1) No deliverables are anticipated as a part of Task 2.6.

Task 2.6 Assumptions

- a) Lodging, meals and other costs for City staff for overnight accommodations will be paid directly by the City.
- b) For budgeting purposes, five (5) days of site visits are included to be attended by two (2) Murraysmith staff.

Task 2.7 – Design Development Workshops

Conduct two (2) workshops with City staff to review Schematic Design Development progress and plan for the VE Study. It is anticipated the workshops will be held in Murraysmith's Portland office or conducted by Skype meeting.

Task 2.7 Deliverables

- 1) One (1) electronic (PDF) copy of workshop agendas, presentations and minutes.

Task 2.7 Assumptions

- a) Workshops duration is anticipated to be 2 hours and will be attended by Murraysmith's Project Manager, Project Engineer, Design Manager and two other key project staff.

Task 3 – 60% WWTP Final Design

Murraysmith will provide services to continue providing necessary support services to keep the project on track for bidding at the completion of final design. The 60% Design task will develop the design to approximately 60% completion. Approximately 208 of 319 construction drawings will be provided in the 60% Design Submittal for the General, Civil, Architectural, Structural, Mechanical, Process and Instrumentation Diagrams (P&IDs), Electrical and Instrumentation and Controls(I&C) design disciplines.

Task 3.1 – Environmental Permitting Support Services

Provide environmental permitting services in support of the planned installation of a new peak flow outfall to the South Santiam River. Environmental permitting support services will include: preparation of a wetlands field investigation and delineation (if required); preparation of a Joint Permit Application (JPA) containing detailed information about the project, need, construction methods and mitigation approaches; cultural and archaeological investigation in compliance with the National Historic Preservation Act; preparation of a Biological Assessment (BA) in accordance with Section 7 of the federal Endangered Species Act (ESA); and all associated required agency consultation to obtain authorization and associated requirements to proceed with construction of the new peak flow outfall.

Task 3.1 Deliverables

- 1) Three (3) hard copies and one electronic PDF copy of the draft and final wetlands delineation report (if required).
- 2) Three (3) hard copies and one electronic PDF copy of the draft and final Joint Permit Application (JPA).
- 3) Three (3) hard copies and one electronic PDF copy of the draft and final Biological Assessment for Section 7 ESA consultation.
- 4) Three (3) hard copies and one electronic PDF copy of all agency correspondence in compliance with the Oregon DEQ "cross cutters" environmental review process.

Task 3.1 Assumptions

- a) Permit application fees will be paid directly by the Owner.
- b) Wetland delineation will be limited to areas outside the WWTP boundary between fence line and South Santiam River.
- c) A Biological Assessment will be required under Section 7 of the federal ESA due to the presences of endangered salmonids in the South Santiam River at the outfall location.
- d) JPA coordination will include the following agencies: US Army Corps of Engineers (USACE); Oregon Division of State Lands (DSL); Oregon Department of Environmental Quality (DEQ); National Marine Fisheries Service (NMFS); US Fish and Wildlife (USFW); and, Oregon Department of Fish and Wildlife (ODFW).
- e) Task 3.2 will be completed throughout 60% Design (Task 3) and 90% Design (Task 4), but the budget for this effort is included in Task 3 only for simplicity in monitoring task completion.

Task 3.2 – Final WWTP Biological Process Design

Updated the Biowin© process model developed during Schematic Design based current WWTP influent flows and loads and additional wastewater characterization data collected on a monthly basis by WWTP staff. Develop scenarios for the phased aeration basin expansion approach considering upgrades planned for the current WWTP improvements as well as future expansion should low ammonia limits ultimately be included in the City's NPDES Permit.

Task 3.2 Deliverables

- 1) One electronic (PDF) copy of Draft and Final WWTP Biological Process Model Update Technical Memorandum.

Task 3.2 Assumptions

- a) Influent flow characteristics included in the Schematic Design process model will be updated based on ongoing sampling and testing data provided by the City and WWTP staff.
- b) Process modeling will consider current and future flows and loads with no Ammonia-Nitrogen NPDES Permit limits for the current expansion and future flows and loads with low Ammonia-Nitrogen NPDES Permit limits for the future aeration basin expansion.

Task 3.3 – Water Treatment Plant (WTP)/WWTP Operations, Maintenance and Automation Evaluation

Complete an evaluation of O&M costs and potential efficiencies that can be gained in terms of staffing at the City’s water and wastewater treatment plants. The evaluation will include a site review of daily routines and staffing requirements at each facility and potential automation upgrades that could help reduce labor costs. The evaluation will consider automation upgrades recommended to be included in the WWTP final design and potential synergies that could be carried over to the City’s WTP. Recommendations will be provided related to connection of the WTP and WWTP SCADA system.

Task 3.3 Deliverables

- 1) One electronic (PDF) copy of Draft and Final Sweet Home WTP/WWTP Operations, Maintenance and Automation Evaluation.

Task 3.3 Assumptions

- a) City to provide copies of 2019 budgets and actual expenditures for the Water and Wastewater Treatment Plants for use in completing the evaluations.
- b) City will assist in coordination of WTP and WWTP site visits with the City’s contract operations company.

Task 3.4 – WWTP SCADA System Technology Selection

Prepare a RFP to solicit proposals from SCADA System vendors to obtain cost-based proposals for software licensing costs, service, support, and other key elements for selection of the City’s preferred WWTP SCADA software platform. Assist the City with review of proposals from SCADA System vendors and prepare an Engineer’s Letter of Recommendation for the SCADA software platform selection for approval by City Council. Following approval, the SCADA software platform will be incorporated into the final design as required.

Task 3.4 Deliverables

- 1) One electronic (PDF) copy of Draft and Final WWTP SCADA Software Platform RFP.
- 2) One (1) hard copy and one electronic (PDF) copy of the Draft and Final Engineer’s Letter of Recommendation for selection of the preferred WWTP SCADA software platform.

Task 3.4 Assumptions

- a) City staff will lead advertisement and coordination with vendors during the RFP process with input provided by Murraysmith as required.

- b) Murraysmith's Project Manager will attend one City Council meeting to present the Engineer's Letter of Recommendation for selection of the preferred WWTP SCADA software platform.

Task 3.5 – 60% Design Submittal

Develop the WWTP design to 60% completion and prepare the 60% Design, including 60% Construction Drawings, draft Technical Specifications for major systems and equipment, 60% Engineer's Opinion of Probable Construction Cost (OPCC) and updated project schedule. Approximately 208 construction drawings will be included in the 60% Design Submittal along with Draft Technical Specifications for Divisions 41 through 46.

Task 3.5 Deliverables

- 1) Five (5) hard copies and one (1) electronic (PDF) copy of 60% Design Submittal including 60% construction drawings, major systems and equipment specifications, 60% OPCC and updated project schedule.

Task 3.5 Assumptions

- a) The 60% Design Submittal will be submitted to the City, DEQ and funding agencies for review.
- b) DEQ 60% Design Review meeting to be held in the DEQ West Region office in Salem, Oregon.
- c) The 60% Design Review Workshop will be scheduled approximately 1 week following delivery of the 60% Design Submittal to the City.
- d) Five (5) WWTP site visits are budgeted during 60% Design for field verifications, meetings with City/WWTP staff and other miscellaneous items requiring onsite coordination.

Task 3.6 – 60% Design Constructability and Operations Reviews

Murraysmith will obtain two (2) third-party reviews of the 60% Design by a General Contractor and Operations Consultant. A site visit will be conducted prior to initiating the reviews and representatives will be invited to attend the 60% Design Review Workshop to present their findings and recommendations to City and Murraysmith staff.

- **General Contractor Third Party 60% Design Review** - The General Contractor review will include an overall design review, as well as review of planned construction sequencing activities, cost estimate and construction schedule. Detailed design will include an evaluation of the overall design and suggestions to reduce cost, speed construction or simplify the design without sacrificing quality or useful service life.

- **Operations Consultant Third Party 60% Design Review** – The third-party operations review will consider the 60% Design from the Operators perspective, looking at the functionality of the design, process management, sampling and testing, process monitoring and instrumentation and the overall plan for the plantwide SCADA system.

Task 3.6 Deliverables

- 1) One electronic (PDF) copy of Draft and Final General Contractor Third Party 60% Design Review Technical Memorandum.
- 2) One electronic (PDF) copy of Draft and Final Operations Consultant Third Party 60% Design Review Technical Memorandum.

Task 3.6 Assumptions

- a) General Contractor and Operations reviews will be conducted over a 2-week period following delivery of the 60% Design Submittal to the City.
- b) Site visits will be attended by one member of Murraysmith’s project team.

Task 3.7 – 60% Design Review Workshop

Meet with City staff to review the 60% Design Submittal and Constructability and Operations reviews. The workshop will be budgeted for 4 hours duration and will be attended by Murraysmith’s Project Manager, Project Engineer, Design Manager and two support staff.

Task 3.7 Deliverables

- 1) One electronic (PDF) copy of agenda, presentation and minutes from the 60% Design Review Workshop.

Task 3.7 Assumptions

- a) The 60% Design Review Workshop will be conducted in Murraysmith’s Portland office.
- b) 60% Design review comments from the City will be provided within 2 weeks following the 60% Design Review Workshop.

Task 3.8 – DEQ 60% Design Review Meeting

Prepare an overview presentation and conduct a review meeting with Oregon DEQ to present the 60% Design Submittal for review. The meeting is anticipated to be 2 hours in duration and will be attended by Murraysmith’s Project Manager, Project Engineer and Design Manager.

Task 3.8 Deliverables

- 1) One electronic (PDF) copy of agenda, presentation and minutes from the DEQ 60% Design Review Meeting.

Task 3.8 Assumptions

- a) The DEQ 60% Design Review Meeting to be held at the DEQ West Region office in Salem, Oregon.
- b) DEQ 60% Design comments will be incorporated as part of Task 4.

Task 4 – 90% WWTP Final Design

Murraysmith will provide services to continue providing necessary support services to keep the project on track for bidding at the completion of final design. The 90% Design task will develop the design to approximately 90% completion. Approximately 319 construction drawings will be provided in the 90% Design Submittal for the General, Civil, Architectural, Structural, Mechanical, Process and Instrumentation Diagrams (P&IDs), Electrical and Instrumentation and Controls(I&C) design disciplines.

Task 4.1 – NPDES Permit Renewal Support Services

Provide ongoing support associated with the City's National Pollutant Discharge Elimination System (NPDES) Permit renewal. Provide review of the Draft and Applicant Review NPDES Permits provided by Oregon DEQ and prepare summary letters with review comments and recommended modifications prior to issuance of the final draft permit for public comment. Meet with Oregon DEQ to discuss review comments associated with the informal draft and formal Applicant Review Draft NPDES Permits.

Task 4.1 Deliverables

- 1) One electronic (PDF) copy of NPDES Permit Review Letter associated with the informal draft NPDES Permit provided by Oregon DEQ.
- 2) One electronic (PDF) copy of NPDES Permit Review Letter associated with the formal Applicant Review Draft NPDES Permit provided by Oregon DEQ.

Task 4.1 Assumptions

- a) This task includes two coordination meetings with Oregon DEQ at the DEQ NW Region office located in Salem, OR.

Task 4.2 – Biosolids Management Plan Update

Prepare a Sweet Home WWTP Biosolids Management Plan Update meeting Oregon DEQ requirements considering the City's plan to construct an offsite Class A Biosolids composting facility utilizing dewatering Class B biosolids produced at the WWTP and local green waste products. Coordinate updates to the City's NPDES Permit with Oregon DEQ as part of the City's NPDES Permit Renewal Process.

Task 4.2 Deliverables

- 1) One electronic (PDF) copy of Draft and Final Sweet Home WWTP Biosolids Management Plan Update.

Task 4.2 Assumptions

- a) This task includes one coordination meeting with Oregon DEQ at the DEQ NW Region office located in Salem, OR.
- b) Design services for the offsite Class A Biosolids Composting Facility are not included in the Scope of Work and will be contracted separately once a site has been identified and design requirements are better understood.

Task 4.3 – Design Phase SCADA and Network Security Systems Development

Develop the overall WWTP control strategies for all unit processes and prepare technical specifications to guide implementation and programming during construction. In addition, prepare a Technical Memorandum summarizing network architecture and security for computer systems to be implemented at the WWTP. Develop a detailed plan for IT network architecture at the WWTP site and servers to be used for 3 levels of security.

Task 4.3 Deliverables

- 1) One electronic (PDF) copy of WWTP Control Strategies technical specification.
- 2) One electronic (PDF) copy of the WWTP Network Security System Technical Memorandum.

Task 4.3 Assumptions

- a) It is anticipated the owner-supplied programming will be utilized on the project rather than included in the General Contractor's agreement. The programming consultant will be selected through a qualifications-based selection process during final design by the City.
- b) Network security measures will be in accordance with WEF Manual of Practice 21 (MOP 21) for the Automation of Wastewater Treatment Plants.

Task 4.4 – 90% Design Development

Develop the WWTP design to 90% completion and prepare the 90% Design, including all Construction Drawings, final draft Project Manual with all Division 0-48 specifications, 90% Engineer’s Opinion of Probable Construction Cost (OPCC) and updated project schedule.

Task 4.4 Deliverables

- 1) One electronic (PDF) copy of 90% Design Submittal including 90% construction drawings, major systems and equipment specifications, 90% OPCC and project schedule.

Task 4.4 Assumptions

- a) The 90% Design Review Workshop will be scheduled approximately 1 week following delivery of the 90% Design Submittal to the City.
- b) Five (5) WWTP site visits are budgeted during 90% Design for field verifications, meetings with City/WWTP staff and other miscellaneous items requiring onsite coordination.

Task 4.5 – 90% Design Constructability and Operations Reviews

Murraysmith will obtain two (2) third-party reviews of the 90% Design by a General Contractor and Operations Consultant. The General Contractor and Operations Consultant will be invited to attend the 90% Design Review Workshop to present their findings and recommendations to City and Murraysmith staff.

- **General Contractor Third Party 90% Design Review** - The General Contractor review will include an overall design review, as well as review of planned construction sequencing activities, cost estimate and construction schedule. Detailed design will include an evaluation of the overall design and suggestions to reduce cost, speed construction or simplify the design without sacrificing quality or useful service life.
- **Operations Consultant Third Party 90% Design Review** – The third-party operations review will consider the 90% Design from the Operators perspective, looking at the functionality of the design, process management, sampling and testing, process monitoring and instrumentation and the overall plan for the plantwide SCADA system.

Task 4.5 Deliverables

- 1) One electronic (PDF) copy of Draft and Final General Contractor Third Party 90% Design Review Technical Memorandum.
- 2) One electronic (PDF) copy of Draft and Final Operations Consultant Third Party 90% Design Review Technical Memorandum.

Task 4.5 Assumptions

- a) No site visit is anticipated as part of the 90% General Contractor and Operations Consultant Third Party Reviews, given that a site visit is included as part of the 60% reviews.

Task 4.6 – 90% Design Review Workshop

Meet with City staff to review the 90% Design Submittal and Constructability and Operations reviews. The workshop will be budgeted for four (4) hours duration and will be attended by Murraysmith’s Project Manager, Project Engineer, Design Manager and two support staff.

Task 4.6 Deliverables

- 1) One electronic (PDF) copy of agenda and minutes from the 90% Design Review Workshop.

Task 4.6 Assumptions

- a) The 90% Design Review Workshop will be conducted in Murraysmith’s Portland office.

Task 5 – Final Contract Documents (CDs)

Murraysmith will complete Final Design by preparing the final Contract Documents (CDs) for bidding based on all 90% Design reviews. The Final CDs will be utilized for bidding following approvals from funding and other outside agencies.

Task 5.1 – Prepare Draft Final Contract Documents (Draft Final CDs)

Incorporate comments from the 90% Design Submittal Reviews and prepare draft Final CDs, including Project Manual with all specification sections, final construction drawings, final Engineer’s Opinion of Probable Construction Cost (OPCC) and construction schedule.

Task 5.1 Deliverables

- 1) Three (3) hard copies and one electronic (PDF) copy of the Draft Final Contract Documents to be used for review, including Project Manual, construction drawings, OPCC and construction schedule.

Task 5.1 Assumptions

- a) Drawings included in Draft Final CDs will be 11x17. No full-size drawings will be printed as part of Task 5.1.

Task 5.2 – Draft Final CDs Review Workshop

Meet with City staff to review the Draft Final CDs. The workshop will be budgeted for four (4) hours duration and will be attended by Murraysmith's Project Manager, Project Engineer, Design Manager and two support staff.

Task 5.2 Deliverables

- 1) One electronic (PDF) copy of agenda and minutes from the Draft Final Contract Documents Review Workshop.

Task 5.2 Assumptions

- a) The Draft Final Contract Documents Review Workshop will be conducted in the City of Sweet Home at the Public Works offices.

Task 5.3 – Stamped Structural Calculations

Prepare final stamped structural and seismic calculations for all facilities to be provided to the Building Official as part of the building permit submittal package.

Task 5.3 Deliverables

- 1) Two (2) original hard copies of the wet-stamped structural calculations will be provided for Building Official submittal.

Task 5.3 Assumptions

- a) Stamped structural calculations will be stamped by an Oregon licensed Professional Engineer.

Subtask 5.4 – Building Official Review Coordination

Submit Draft Final CDs to the City's Building Official for informal review, identify deferred submittals (e.g. seismic anchorage calculations) and obtain feedback on the final design to smooth the process for the General Contractor to obtain building permits during construction. Attend meeting with City Building official to review submittal.

Task 5.4 Deliverables

- 1) Three (3) wet stamped hard copies, including Project Manual and full size (22x34) construction drawings for submittal to the Building Official.
- 2) Three 11x17 hard copies of the wet-stamped construction drawings submitted to the Building Official for City use.

Task 5.4 Assumptions

- a) This task involves information Building Official review, with formal Building Official review initiated by the General Contractor following execution of the construction contracts.

Task 5.5 – Prepare Final Contract Documents (Final CDs)

Incorporate comments from final design reviews by the City, Building Official and clarifications by other reviewers following the Draft Final CDs submittal (e.g. Operations and Constructability reviewers) and prepare Final CDs, including Project Manual with all specification sections, final construction drawings, final Engineer’s Opinion of Probable Construction Cost (OPCC) and construction schedule.

Task 5.5 Deliverables

- 1) Three (3) hard copies and one electronic (PDF) copy of the Final Contract Documents to be used for bidding, including Project Manual, construction drawings, OPCC and construction schedule.

Task 5.5 Assumptions

- a) Drawings included in Final CDs will be 11x17. No full-size drawings will be printed as part of Task 5.5.
- b) One (1) hard copy of the final, sealed Contract Documents will be maintained in Murraysmith’s Portland office.

Task 5.6 – Construction Phase Electronic Document Management System Selection

Solicit proposals from providers of electronic construction document management systems to be utilized during construction of the WWTP upgrades. Support the City in scheduling software demonstrations and selecting the document management system to be utilized during construction. This task includes scheduling and conducting software training sessions for City and Murraysmith staff prior to the start of construction.

Task 5.6 Deliverables

- 1) One electronic (PDF) copy of the proposals from electronic construction document management systems.
- 2) One electronic (PDF) copy of the Engineer’s evaluation recommendation for the preferred construction document management system supplier.

Task 5.6 Assumptions

- a) Murraysmith will administer the proposal solicitation process with City staff leading the final selection.
- b) The City will contract directly with the selected electronic construction document management system to be used for the WWTP improvements project.
- c) Murraysmith staff will provide construction document administration using the electronic construction document management system.

Task 5.7 – Construction Phase Special Inspections and Testing Firm Selection

Prepare a summary of required special inspections and testing, along with an estimate of test quantities and solicit proposals from providers of special inspections and testing services required to be provided as part of the building permits for the WWTP upgrades. Support the City in evaluating proposals and provide a letter summarizing proposals and recommending the firm to be utilized during construction.

Task 5.7 Deliverables

- 1) One electronic (PDF) copy of the special inspections and test requirements summary to be issued to firms as part of the solicitation.
- 2) One electronic (PDF) copy of the proposals from special inspections and testing firms
- 3) One electronic (PDF) copy of the Engineer's evaluation recommendation for the preferred construction document management system supplier.

Task 5.7 Assumptions

- a) Murraysmith will administer the proposal solicitation process with City staff leading the final selection.
- b) The City will contract directly with the selected special inspections and testing firm that will provide the required building permit services during construction.
- c) Coordination with the special inspections and testing firm will be required to be provided by the General Contractor during construction with invoices sent directly to the City.



EXHIBIT A2
BUDGET FOR WWTP FINAL DESIGN



**EXHIBIT B1
BIDDING AND CONSTRUCTION
SCOPE OF WORK**

EXHIBIT B1

SCOPE OF WORK CITY OF SWEET HOME, OREGON

WASTEWATER TREATMENT PLANT IMPROVEMENTS BIDDING AND CONSTRUCTION SERVICES

Task 1 – Project Management

The objective of the Project Management task is to assure the project transitions from design to bidding and construction, beginning with a Project Kickoff Meeting to introduce new team members who may be involved during construction. This task will continue to provide assurance the team is staying on track to deliver the project on time and budget, coordinating closely with City staff. The Project Management Plan will be updated and a Health and Safety Plan (HASP) will be developed for use by Murraysmith staff during construction.

Requirements for bidding and construction services on projects like the Sweet Home WWTP is contingent on many factors outside the control of the Engineer. These include selection of the General Contractor, subsurface and differing site conditions encountered during construction, equipment vendor selection and order lead times and related. For this reason, a key overall assumption related to the provision of Bidding and Construction Services is that they will be provided by Murraysmith on a time and materials (T&M) basis.

Task 1.1 – Project Kickoff Meeting

A Project Kickoff Meeting will be held at the City Public Works offices to review the project, introduce new construction team members, establish project goals and objectives, review communication protocols, discuss the project scope and schedule. A Wastewater Treatment Plant (WWTP) site visit will be conducted following the kickoff meeting.

Task 1.2 – Project Management Plan Update

Update the Project Management Plan (PMP) used during final design for construction in order to continue to guide the overall execution of the project for the City and Murraysmith team. The PMP will include: Purpose of the PMP, project overview and key understandings; project organization chart summarizing roles and responsibilities for all team members; Project Scope of Work with summary table of key deliverables by sub-task; Project Schedule with summary of key milestone

dates; Project budget summary broken down by sub-task; and, Quality Management Plan (QMP) summarizing QA/QC procedures for all deliverables.

Task 1.3 – Health and Safety Plan (HASP)

Develop a Health and Safety Plan for use by the Murraysmith team on the project site. Contractor and City shall be responsible for developing their own plans.

Task 1.4 – Monthly Project Status Reports

Monthly project status reports will summarize the current project status, noting key outstanding issues that may impact the scope, schedule or budget. Monthly invoices will be included with the monthly project status reports. The project will be managed to maintain the scope, schedule, and budget.

Task 1 Deliverables

- 1) One electronic (PDF) copy of the Project Kickoff Meeting agenda and minutes.
- 2) One electronic (PDF) copy of the updated Project Management Plan.
- 3) Three hard copies and one electronic (PDF) copy of the Health and Safety Plan.
- 4) One electronic (PDF) copy of Monthly Project Status Reports with invoices.

Task 1 Assumptions

- a) Construction duration is assumed to be 24 months, with 21 months for construction to substantial completion and 3 months for commissioning, startup and final completion and acceptance.
- b) Bidding and construction services does not include construction support for the City's planned offsite Class A Biosolids composting facility. These services will be contracted separately once the location and design constraints are better understood.

Task 2 – Bidding and Contract Support Services

Provide support to City staff during bidding, Contractor selection and finalizing Contracts with the lowest responsive and responsible Bidder. Services will include attending the Mandatory Pre-Bid Meeting, responding to Contractor questions and inquiries during bidding, issuing Addenda to the final Contract Documents (CDs), evaluating Contractors and Bid Proposals, preparing the Engineer's Recommendation of Award, preparing conformed Contract Documents for use during construction and supporting the City in the execution of contracts and issuance of the Notice to Proceed (NTP).

Task 2.1 –Mandatory Pre-Bid Meeting

Prepare a meeting agenda and attend the Mandatory Pre-Bid Meeting with City staff, Contractors and other parties interested in the project. Provide sign-in sheets for the meeting and document questions and informal responses during the meeting, with formal responses issued as part of Addendum #1.

Task 2.1 Deliverables

- 1) One electronic (PDF) copy of the Pre-Bid Meeting agenda and minutes.
- 2) One hard copy of blank Mandatory Pre-Bid Meeting sign-in sheet to be used in verifying attendance by Bidders.
- 3) One hard copy and one electronic (PDF) copy of the Mandatory Pre-Bid Meeting Questions and official responses.
- 4) One electronic (PDF) copy of the scanned sign-in sheet(s) from the Mandatory Pre-Bid.

Task 2.1 Assumptions

- a) Final CDs will be provided to local print shops for distribution of documents to General Contractors during bidding. Contractors will be required to purchase Final CDs through the local print shops.
- b) Pre-Bid Meeting will be attended by Murraysmith's Project Manager, Project Engineer and one Staff Engineer.
- c) The Pre-Bid Meeting will be conducted at the Sweet Home WWTP.
- d) Contractor questions during the Mandatory Pre-Bid Meeting will be documented and official responses issued as part of Addendum #1.
- e) The Pre-Bid Meeting will be mandatory and the sign-in sheet will be issued as part of Addendum #1.

Task 2.2 – Responses to Bidder Inquiries

Assist the City with responses to Bidder inquiries and questions. Questions and inquiries that require clarification to all Bidders will be issued via Addenda along with responses to Bidder questions and inquiries during bidding.

Task 2.2 Deliverables

- 1) One electronic (PDF or email) copy of responses to inquiries and questions from Contractors during Bidding.
- 2) One electronic (PDF) copy of each Addendum.

Task 2.2 Assumptions

No responses to Bidder inquiries and questions within one week of the Bid Opening date will be provided unless the Bid Opening Date and Time are adjusted.

Responses to Bidder inquiries will be documented in Addenda issued during the Bidding process for full disclosure and maintaining a fair bidding process.

Task 2.3 – Addenda

Assist the City with responses to Bidder inquiries and questions. Questions and inquiries that require clarification to all Bidders will be issued via Addenda along with responses to Bidder questions and inquiries during bidding.

Task 2.2 Deliverables

- 1) One electronic (PDF or email) copy of responses to inquiries and questions from Contractors during Bidding.
- 2) One electronic (PDF) copy of each Addendum.

Task 2.2 Assumptions

- a) For budgetary purposes, 4 Addenda are estimated.
- b) Addenda are budgeted at 48 hours per addenda with design modification with 1 hour for Project Manager, 1 hour for Project Engineer, 4 hours for Design Manager, 8 hours for Discipline Lead, 16 hours for engineering staff, 16 hours for CAD Staff and 2 hours for QA/QC.

Task 2.4 – Bid Evaluation Support

Following the Bid Opening, conduct an evaluation of all bids and prepare a Bid Tabulation spreadsheet, including review of named manufacturers and potential additive or deductive bid alternates. Conduct a review of qualifications for the three lowest bidders to determine if they are considered responsible bidders by reviewing Oregon Construction Contractors Board (CCB) history and contacting references provided on Bid forms. Summarize the evaluation of bid alternates and

Bidder evaluation of the 3 lowest Bidders and prepare an Engineer's Recommendation of Award for consideration by the City.

Task 2.3 Deliverables

- 1) One electronic (PDF) copy of the Bid Tabulation.
- 2) One hard copy and one electronic (PDF) copy of the Engineer's Recommendation of Award, including recommendations related to Bid Alternates and summary of the evaluation of the 3 lowest Bidders.

Task 2.3 Assumptions

- a) This task is anticipated to involve limited investigation of bidders based on the minimum qualifications established for the project and reference checks.
- b) Support services for a Bidder protest or higher-level evaluation of Bidder qualifications is not included in this task.

Task 2.5 – Conformed Contract Documents

Following bidding and prior to the start of construction, prepare Conformed Contract Documents (CDs) incorporating design changes and additional information provided in Addenda during the bidding process. The conformed CDs will be utilized for construction of the WWTP upgrades.

Task 2.5 Deliverables

- 1) Five (5) hard copies and one electronic (PDF) copy the Conformed Contract Documents, including Project Manual and 11x17 construction drawings.
- 2) Five (5) hard copies of full size (22x34) construction drawings for use during construction.
- 3) One electronic copy for the plans, AutoCAD or similar format.

Task 2.5 Assumptions

- a) Conformed contract documents will not be wet stamped.
- b) Electronic copies, AutoCAD or similar format, will be provided to the General Contractor for reference only and to use at their own risk.

Task 2.6 – General Contractor Notice to Proceed

Prepare the Notice to Proceed (NTP) directing the General Contractor to begin construction within the time period mandated by Oregon state contracting rules.

Task 2.6 Deliverables

- 1) One hard copy and one electronic (PDF) copy of the Contractor's Notice to Proceed.

Task 2.6 Assumptions

- a) City will take the lead in coordinating initial site access for the General Contractor to begin setting up construction trailers and other mobilization activities.

Task 3 – Services During Construction

Construction services are highly dependent on factors that are often outside of the control of the Engineer. Therefore, Murraysmith proposes to provide Services during Construction (SDC) on a time and materials basis based on the overall assumptions listed below. Task-level assumptions are also included in the various sub-tasks in Task 3. Overall SDC assumptions include:

- **Use of an electronic construction document management system during construction.** It is assumed the project will utilize the electronic construction document management system selected during final design. Fees for the electronic construction document management system will be paid directly by the City.
- **Owner/Engineer Construction Trailer:** An Owner/Engineer construction trailer will be provided by the General Contractor for use by City and Murraysmith staff during construction. The trailer will have two offices, a conference room, services lavatory, and high-speed internet access for use of the electronic construction document management system and VOIP phone service.
- **Onsite Construction Observation and Murraysmith Resident Engineer.** Staffing estimates are based on Murraysmith providing Resident Engineer (RE) who will be onsite at the Sweet Home WWTP an average of 20 hours per week during construction. The other 20 hours per week of onsite observation will be provided by City staff trained by Murraysmith's Project Manager and Project Engineer. The Murraysmith RE will be onsite full time for the first month of construction and also for the first month of plant startup and commissioning.
- **Office Engineering.** Office engineering support services will be provided by Murraysmith discipline leads and support staff for responses to Contractor Requests for Information or Clarification (RFI/C), Submittal and Re-submittal reviews and responses, design modifications, evaluation of change order requests and other engineer site visits requested by the RPR.
- **PLC/HMI Programming:** PLC/HMI programming will be owner-provided using a third-party programmer selected during final design.

- **Record Drawings:** Record Drawings will be developed based on Murraysmith’s field documentation, construction submittals (RFIs, Submittals, Change Orders, Design Modifications, etc.) and detailed, up-to-date Contractor mark-ups.
- **Electronic O&M Manual:** It is assumed an electronic O&M Manual will be developed using a Sharepoint platform and that all construction-related documentation will be required to be submitted in electronic format.
- **Litigation Support:** No construction litigation support is included in Murraysmith’s Scope of Work for SDC.

Task 3.1 – Preconstruction Conference

Lead the preconstruction conference with the General Contractor, City and Murraysmith staff as well as other key project team members. Prepare a meeting agenda for distribution before the meeting and minutes following the meeting.

Task 3.1 Deliverables

- 1) One electronic (PDF) copy of the Preconstruction Conference meeting agenda and minutes.

Task 3.1 Assumptions

- a) The Preconstruction Conference will be attended by Murraysmith’s Project Engineer, Staff Engineer and RPR.

Task 3.2 – Weekly Construction Meetings

Conduct weekly meetings from construction startup to final completion (24 months) to review progress, discuss construction issues, coordinate submittal reviews and responses and review a 3-week look ahead schedule of construction activities. Updated overall construction schedules will also be reviewed during weekly construction meetings. Meeting agendas and notes will be prepared by Murraysmith’s RPR and issued through the electronic construction document management systems.

Task 3.2 Deliverables

- 1) One electronic (PDF) copy of the agenda and minutes from weekly construction meetings.

Task 3.2 Assumptions

- a) City attendees at the weekly construction meeting will include the City’s Public Works Director and Staff Engineer, and Murraysmith’s Resident Engineer.

- b) Weekly construction meetings are anticipated to be no more than 2 hours in duration and will be scheduled on days when the Murraysmith RE is onsite.
- c) Murraysmith's Project Manager and Project Engineer will be onsite for one weekly construction meeting per month.
- d) Weekly meeting minutes will be published within 24 hours following each weekly construction meeting through the electronic construction document management system.
- e) A total of approximately 104 meetings are estimated (1 meeting per week for 2 years).

Task 3.3 – Monthly Pay Estimate and CPM Schedule Reviews

Evaluate monthly payment requests submitted by the Contractor against the approved Schedule of Values submittal, independently assess percent complete and provide monthly progress payment recommendations to the City. As part of the review, the Contractor's monthly CPM schedule update will be reviewed to verify consistency with the 3-week lookahead schedules provided during weekly construction meetings. The Critical Path Method (CPM) schedule review will include identification of potential critical path issues that may require proactive solutions to keep the project on schedule.

Task 3.3 Deliverables

- 1) One electronic (PDF) copy of monthly progress payment review and responses.
- 2) One electronic (PDF) copy of monthly CPM schedule submittal reviews and responses.

Task 3.3 Assumptions

- a) Project Manager oversight is budgeted at 1 hour per month for the Pay Estimate and CPM Schedule oversight to support for resolutions requiring PM input.
- b) Twenty-four (24) monthly payment estimates are budgeted based on 1 hour for the Project Manager and Project Engineer, 8 hours for the Resident Engineer and 4 hours for a staff engineer.
- c) Twenty-four (24) monthly CPM Schedule reviews are budgeted assuming 1 hour for the Project Manager and Project Engineer, and 8 hours for the Resident Engineer and 2 hours for a staff engineer.
- d) CPM schedule software required to be utilized on the project will be the latest version of Primavera Project Planner (P6), or approved equal. The CPM schedule shall clearly define the critical path for the project, including free and fixed float.

Task 3.4 – Construction Observation and Site Visits

Provide onsite construction observation from construction startup through final completion and acceptance on a half-time basis throughout construction. Additional site visits for the Murraysmith team in addition to the Resident Engineer are budgeted as follows:

Project Manager:	1 full-day site visit per month
Project Engineer:	1 full-day site visit per month
Design Manager:	8 full-day site visits
Staff Engineers:	16 full-day site visits
Mechanical/HVAC Lead:	2 full-day site visits
Electrical Lead:	4 full-day site visits
Instrumentation Lead:	4 full-day site visits
Structural Lead:	4 full-day site visits
Project Architect:	6 full-day site visits
Geotechnical Lead:	2 full-day site visits

Task 3.4 Deliverables

- 1) One electronic (PDF) copy of RE daily logs published through the electronic construction document management system.
- 2) One electronic (PDF) copy of notes from other Murraysmith staff site visits included in RE daily logs.

Task 3.4 Assumptions

- a) Construction period of 24 months is anticipated to include 21 months for construction to substantial completion with 3 months for final acceptance, startup and commissioning.
- b) Resident Engineer time is budgeted for an average of 20 hours per week, including being onsite full time for one month during construction startup and one month during plant startup and commissioning.

Task 3.5 – Submittal and Shop Drawing Review and Responses

Provide submittal, resubmittal and shop drawing reviews and responses. A total of 300 submittals is budgeted based on the following assumptions:

General:	31 submittals
Civil:	12 submittals
Geotechnical:	5 submittals
Mechanical-Process:	60 submittals
Mechanical HVAC/Plumbing:	20 submittals
Architectural:	60 submittals

Structural:	48 submittals
Electrical:	24 submittals
Instrumentation & Controls	40 submittals

Task 3.5 Deliverables

- 1) One electronic (PDF) copy of submittal, re-submittal and shop drawing reviews published via the electronic construction document management system.

Task 3.5 Assumptions

- a) Submittal reviews are budgeted for 6 hours per submittal with two hours for the Discipline Lead and 4 hours for engineering staff.
- b) Submittal review budget includes review time for an average on one re-submittal per submittal section to address comments requiring the Contractor to Revise and Resubmit (R&R).
- c) Project Manager and Project Engineer time allocated for submittal review support is 2 hours and 4 hours, respectively.
- d) Structural submittal review time includes an additional 40 hours for rebar submittal reviews.
- e) Electrical submittal review time includes an additional 40 hours for MCC and switchgear submittal reviews.

Task 3.6 – RFI/C Responses

Respond to Requests for Information or Clarification (RFI/Cs) submitted by the Contractor related to the Conformed CDs issued for construction following the completion of Bidding. RFI/C responses will be issued using the electronic construction document management system to be utilized on the project.

Task 3.6 Deliverables

- 1) One electronic (PDF) copy of all RFI/C responses issued via the electronic construction document management system.

Task 3.6 Assumptions

- a) For budgetary purposes, 100 RFI/Cs are estimated.
- b) RFI/C reviews and responses are budgeted for 4 hours total with 1 hour for the Design Manager, 1 hour for the Discipline Lead, 1 hour for the RE, and 1 hour for staff engineers .

- c) Project Manager, Project Engineer and QA/QC time allocated for submittal review support is 2 hours per month each.

Task 3.7 – Design Modifications

Develop design details and other required information related to modifications of the Conformed CDs during construction requiring issuance of engineering drawings and supporting information for the General Contractor to complete installation. Increases in contract price and/or time for Design Modifications may be included in a subsequent change order.

Task 3.7 Deliverables

- 1) Three (3) hard copies and one electronic (PDF) copy of all Design Modifications issued via the electronic construction document management system.

Task 3.7 Assumptions

- a) Murraysmith's budget includes development of 16 Design Modifications during construction.
- b) Design Modifications are budgeted at 52 hours per design modification with 1 hour for Project Manager, 1 hour for Project Engineer, 4 hours for Design Manager, 4 hours for Discipline Lead, 24 hours for engineering staff, 16 hours for CAD Staff and 2 hours for QA/QC.

Task 3.8 – Change Order Review Support

Provide review of change order requests from the General Contractor related to the contractual price and time. Using the electronic construction document management system, change orders will be developed by rolling up a series of RFI/Cs that resulted in modifications to the Conformed CDs or Design Modifications.

Task 3.8 Deliverables

- 1) One electronic (PDF) copy of all Change Orders issued via the electronic construction document management system.

Task 3.8 Assumptions

- a) Murraysmith's budget includes providing review support of 12 change orders during construction.
- b) Change Order reviews are budgeted at 28 hours per change order with 1 hour for Project Manager and Project Engineer, 4 hours for Design Manager, 4 hours for Discipline Lead, 12 hours for Resident Engineer, 4 hours for engineering staff and 2 hours for QA/QC.

Task 4 – Final Acceptance, Startup and Contract Closeout

Final acceptance, startup and commissioning activities will include issuance of the Notices of Substantial and Final Completion, maintaining and monitoring the “punch list” of corrections, providing support services for WWTP startup and commissioning, working with the Contractor to coordinate vendor equipment training and contract closeout activities to initiate final acceptance and the start of the Contractor’s warranty period in accordance with the CDs.

Task 4.1 – Semi-final Inspection and Notice of Substantial Completion

Conduct the semi-final completion inspection to determine if the project is substantially complete in order to initiate the WWTP startup and commissioning process and provide the “punch list” of corrections required to be completed by the General Contractor prior to final acceptance. Following the successful completion of WWTP startup and commissioning, and all other contract requirements, issue the Notice of Final Completion.

Task 4.1 Deliverables

- 1) One (1) hard copy and one electronic (PDF) copy of Notice of Substantial Completion issued via the electronic construction document management system.
- 2) One electronic (PDF) copy of the “punch list” of corrections required to be completed by the General Contractor before final acceptance. The punch list will be a “living” document that will be reviewed at weekly construction meetings following issuance of the Notice of Substantial Completion.

Task 4.1 Assumptions

- a) The Notice of Substantial Completion will initiate the WWTP startup and commissioning process anticipated encompass the last 3 months of the contract time.
- b) The “punch list” of corrections will be actively maintained through final acceptance, with items added or removed based on field observations.
- c) The Notice of Final Completion will cause the release of retainage by the City and initiate the required warranty period for the General Contractor.

Task 4.2 – WWTP Startup and Commissioning Support Services

Startup and commissioning will commence when the new facilities have been determined to be substantially complete. Tasks anticipated for the 3 month startup and commissioning process will include:

- Provide review and supporting documentation for the WWTP Startup and Commissioning Plans to be developed by the General Contractor for each unit process.

- Conduct four (4) Startup Planning Meetings attended by City, Murraysmith Project Engineer and RE, General Contractor and third-party programmer prior to substantial completion and initiation of the WWTP startup and commissioning process.
- Planning will include operational readiness testing (ORT) for all equipment and control panels, hydraulic testing of process units and clean water testing as required.
- ORT will be a two-step process with wire checks conducted first following by live testing of equipment and controls.
- Individual unit processes will be brought on-line individually with liquids stream unit processes first and solids stream processes second.

Task 4.2 Deliverables

- 1) One electronic (PDF) copy of supporting documentation and comments related to the General Contractor's startup and commissioning plans for each WWTP unit process.
- 2) Electronic copies of all unit process ORT testing forms and other communications agreed upon prior to full unit process startup operations.

Task 4.2 Assumptions

- a) The General Contractor will be responsible for developing the WWTP Startup and Commissioning Plan with support and input from City and Murraysmith staff.
- b) The General Contractor will coordinate unit process startup and commissioning activities with plant operations staff as required.
- c) Murraysmith's Operations sub-consultant will be onsite for 2 weeks during plant startup and commissioning and will support development of the WWTP Startup and Commissioning Plan.
- d) The third-party programming consultant will be onsite for approximately two months before and during WWTP startup and commissioning.
- e) Onsite startup and commissioning time for the Murraysmith staff engineer is allocated in Task 3.4.
- f) No seed sludge from another treatment facility is anticipated to be required for WWTP startup and commissioning.

Task 4.3 – Equipment Training Coordination Activities

Lead the development of an overall Equipment Training Plan to coordinate vendor-required equipment training with unit process startup activities. The training plan will be developed in

cooperation with the WWTP Startup and Commissioning Plan to assure training activities are provided as specified while taking advantage of training opportunities when representatives are onsite.

- 1) Task 4.3 Deliverables
- 2) One hard copy and one electronic (PDF) copy of Equipment Training Plan issued via the electronic construction document management system.
- 3) One electronic video of all vendor training sessions to be made available to WWTP operations staff through the Electronic O&M manual.

Task 4.3 Assumptions

- a) Equipment training scheduling will be led by the General Contractor with support from Murraysmith.
- b) The General Contractor will be required to provide professional video recording of all vendor training sessions.

Task 4.4 – Final Inspection and Contract Closeout

Following a minimum of one month of successful WWTP operations following all unit process startup and commissioning activities, conduct the final inspection to confirm completion of all “punch list” items. When all contract requirements have been fulfilled by the Contractor, issue the Notice of Final Acceptance initiating the warranty period(s) as specified in the CDs. Final completion and contract closeout activities will include:

- Conduct the final completion inspection with the City and General Contractor and issue the Notice of Final Acceptance once all Punch List items have been determined complete.
- Work with the City on contract closeout, including final payment, release of retainage, demobilization and other activities required in the contract documents.
- Close-out of the electronic construction document management system and archiving of all construction information on a DVD for long-term use by the City. The archive DVD will include all construction correspondence, submittal reviews and responses, RFI/C responses, Design Modifications, Change Orders, CPM schedules and other related construction information.

Task 4.4 Deliverables

- 1) One hard copy and one electronic (PDF) copy of Notice of Final Completion issued via the electronic construction document management system.

Task 4.4 Assumptions

- a) The Notice of Final Acceptance will initiate the release of retainage held by the City and the start of warranty periods as specified in the CDs.

Task 4.5 – Record Drawings

Prepare unsealed record drawings based on markups provided by the Contractor and field notes from Murraysmith and City staff during construction. Record Drawings provided will include all known and documented modifications to the design during construction.

Task 4.5 Deliverables

- 1) One 11x17 hard copy and one electronic (PDF) copy of Record Drawings for City and Contractor review.
- 2) One 11x17 hard copy, two 22x34 full size copies and one electronic (PDF) copy of the final Record Drawings incorporating City and Contractor comments.

Task 4.5 Assumptions

- a) Record drawings will incorporate red-line mark-ups required to be provided by the General Contractor and field notes from Murraysmith staff maintained during construction.

Task 4.6 – Electronic Operations and Maintenance Manual

Review vendor electronic O&M submittals, prepare process operations graphics and consolidate into an electronic O&M Manual meeting Oregon DEQ requirements. The electronic O&M Manual will be a database manual utilizing the Sharepoint platform, including links to unit processes from a home screen, narrative process summaries, unit process Standard Operating Procedures (SOPs), maintenance schedules and other information provided by equipment vendors.

Task 4.6 Deliverables

- 1) One electronic copy of the first electronic O&M manual with base system organization.
- 2) One electronic copy of all WWTP unit process O&M Manual chapters for City review.
- 3) One electronic copy of the draft and final WWTP electronic O&M Manual.

Task 4.6 Assumptions

- a) The electronic O&M Manual will consolidate vendor-supplied electronic O&M manual files that will be required to be submitted as part of the contract documents.
- b) No hard copies of the O&M Manual will be provided.



**EXHIBIT B2
BUDGET FOR BIDDING AND
CONSTRUCTION SERVICES**



**EXHIBIT C
PROJECT SCHEDULE**

**EXHIBIT C
PROJECT SCHEDULE**

**WWTP FINAL DESIGN, BIDDING AND CONSTRUCTION
CITY OF SWEET HOME**

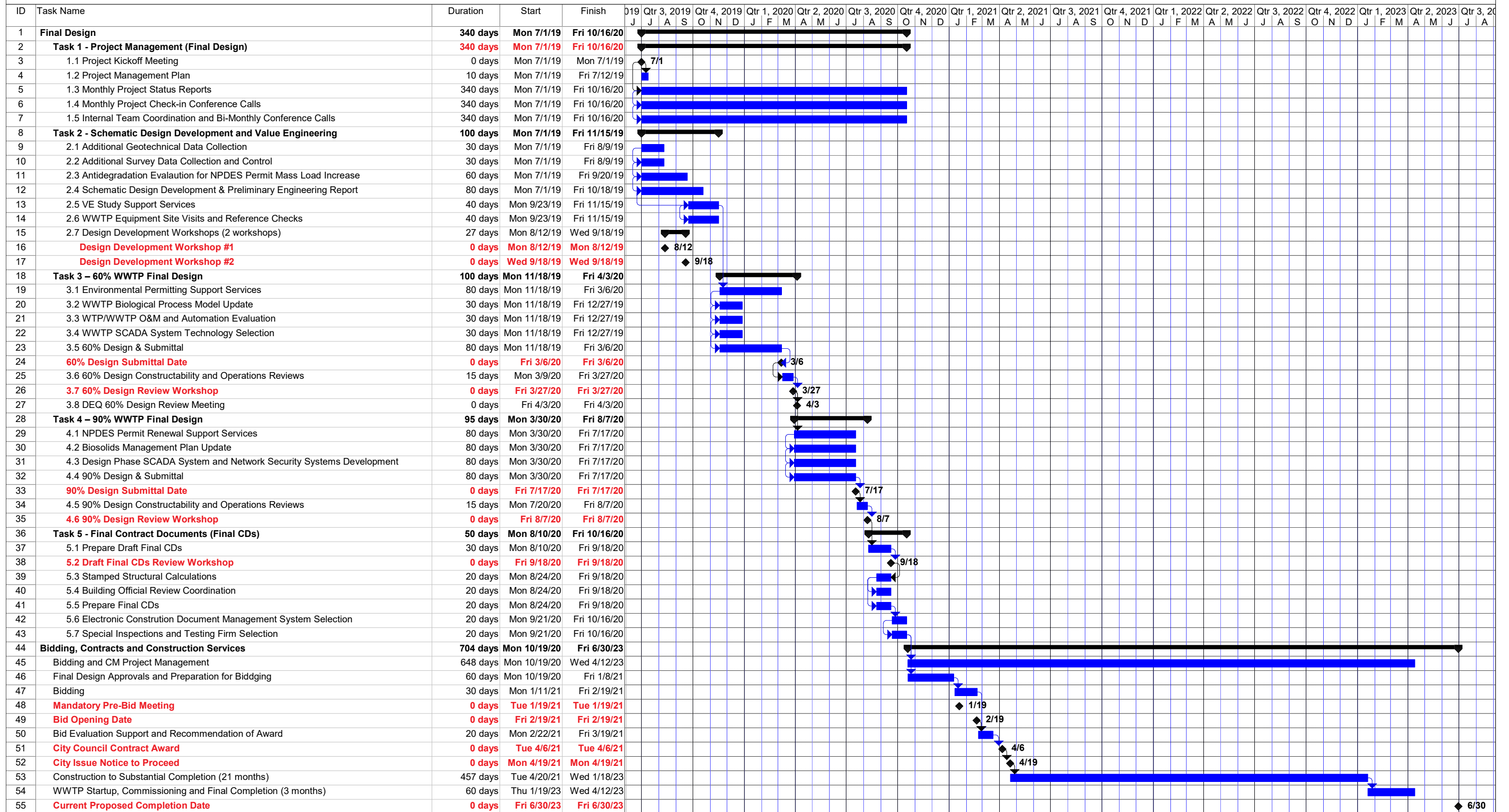




EXHIBIT D
2019 SCHEDULE OF CHARGES



2019 SCHEDULE OF CHARGES

Personnel:

Labor will be invoiced by staff classification at the following hourly rates, which are valid from January 1, 2019 to December 31, 2019. After this period, the rates are subject to adjustment.

<u>Billing Classification</u>	<u>2019 Rates</u>
Principal Engineer VI	257
Principal Engineer V	248
Principal Engineer IV	238
Principal Engineer III	228
Principal Engineer II	219
Principal Engineer I	211
Professional Engineer IX	202
Engineering Designer IX	194
Professional Engineer VIII	192
Engineering Designer VIII	184
Professional Engineer VII	182
Engineering Designer VII	175
Professional Engineer VI	173
Engineering Designer VI	167
Professional Engineer V	163
Engineering Designer V	156
Professional Engineer IV	153
Engineering Designer IV	153
Professional Engineer III	149
Engineering Designer III	149
Engineering Designer II	137
Engineering Designer I	126
Technician IV	148
Technician III	132
Technician II	114
Technician I	97
Administrative III	105
Administrative II	97
Administrative I	85

Project Expenses:

Expenses incurred in-house that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

CADD Hardware/Software	\$18.00/hour
Modeling and GIS Hardware/Software	\$10.00/hour
Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging and Subsistence	At Cost

Outside Services:

Outside technical, professional, and other services will be invoiced at actual cost-plus 10 percent to cover administration and overhead.



**EXHIBIT E
CONTRACT**

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between
City of Sweet Home, Oregon _____ (“Owner”) and
Murraysmith, Inc. _____ (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Wastewater Treatment Plant Improvements ("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:

Final Design, Bidding and Construction Phase Services

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer’s services;

2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Invoices must include a breakdown of services provided. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make

resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to

Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer may jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same,

then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have

the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual,

shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including

rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
38. **Agency – The Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development.**

B. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit.
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability. – **NOT USED**
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer’s and Owner’s representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 *Federal Requirements*

- A. **Agency Concurrence.** Signature of a duly authorized representative of the Agency in the space provided on the signature page of EJCDC form E-500 hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs.
- B. **Audit and Access to Records.** Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.
- C. **Restrictions on Lobbying.** Engineer and each Consultant shall comply with "Byrd anti-lobbying amendment (31 U.S.C. 1352)" if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.
- D. **Suspension and Debarment.** Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared

ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions," to the Owner who will forward it the USDA, Rural Development processing office.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: []

Engineer: []

By: []

By: []

Print name: []

Print name: []

Title: []

Title: []

Date Signed: []

Date Signed: []

Engineer License or Firm's Certificate No. (if required):

[]

State of: []

Address for Owner's receipt of notices:

[]

Address for Engineer's receipt of notices:

[]

Designated Representative (Paragraph 8.03.A):

[]

Title: []

Phone Number: []

E-Mail Address: []

Designated Representative (Paragraph 8.03.A):

[]

Title: []

Phone Number: []

E-Mail Address: []

This is **EXHIBIT A**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: [] **[List the specific potential solutions here.]**
 - b. **In addition, Engineer must identify, study and evaluate multiple potential alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree with Agency concurrence that only one feasible solution exists. The number of alternative solutions should be appropriate to the specific project as concurred in by the Agency.**
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by

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Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.

8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs. **The Report as mentioned in paragraph 1.01.A.8 of Exhibit A to the Agreement is the Preliminary Engineering Report as defined in RUS Bulletin 1780-2. This document must meet customary professional standards as required by 7 CFR 1780.55. The Report must be concurred in by the Agency.**
9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
10. When mutually agreed **and approved by the Agency**, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."
11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
14. Perform or provide the following other Study and Report Phase tasks or deliverables: Provide an Environmental Report as defined at 7 CFR 1794 and RUS Bulletin 1794A-602 or other Agency approved format. The Environmental Report must be concurred in by the Agency.
15. Furnish [] review copies of the Report and any other Study and Report Phase deliverables to Owner within [] days of the Effective Date and review it with Owner. Within [] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

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16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's and Agency's comments, as appropriate, and furnish three (3) written copies and one (1) electronic copy of the revised Report and any other Study and Report Phase deliverables to the Owner within [] days of receipt of Owner's and Agency's comments.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

- A. After acceptance by Owner and concurrence by Agency of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner and Agency during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
 5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable. Engineer must also incorporate all Agency regulations, forms, and design and construction standards applicable to the project in development of the documents indicated in this Article.
 9. Perform or provide the following other Preliminary Design Phase tasks or deliverables: [] **[List any such tasks or deliverables here.]**
 10. Furnish [] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within [] days of authorization to proceed with this phase, and review them with Owner. Within [] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner [] copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within [] days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
 1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

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2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
9. Perform or provide the following other Final Design Phase tasks or deliverables:
 [List any such tasks or deliverables here.]

The Engineer shall identify the building codes and accessibility standards used in the design and indicate them on the drawings and specifications and certify that the final drawings and specifications comply with those standards.

10. Furnish for review by Owner, its legal counsel and Agency, and other advisors, copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within days of authorization to proceed with the Final Design Phase, and review them with Owner. Within days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

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11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit [] final copies of such documents to Owner within [] days after receipt of Owner's comments and instructions.
 12. Provide the Owner and Agency with a written certification that the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables comply with all requirements of Agency. Use the Engineer's Certification of Final Plans and Specifications (Attachment GC-B) for this purpose.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and all Final Design Phase deliverables have been accepted by Owner.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is []. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents. Obtain Agency concurrence on any addenda that modify the bidding documents. Obtain prior concurrence where possible.
3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
4. Consult with Owner as to the qualifications of prospective contractors.
5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
6. The Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the Work. Engineer shall issue a bid addendum for any and all approved "or equals" and substitutes. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: [] **[List any such tasks or deliverables here.]**

Upon award of the Construction Contract, the Engineer shall furnish to Owner five (5) executed copies of the Contract Documents and one (1) electronic copy of the signed documents, including Drawings and Specifications.

- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
 1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and

Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. ***[If Engineer will not be providing the services of an RPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D as part of the Agreement.]***
3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
4. *Pre-Construction Conference:* Participate in and chair a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* Maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

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- a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
 - c. The visits described in Article A1.05.A.9.a shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner and Agency.
10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
 11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design

concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations.
19. *Inspections and Tests:*

- a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of

the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor and review the annotated record documents with are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings, and furnish such Record Drawings to Owner.
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.

25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
[REDACTED] **[List any such tasks or deliverables here.]**

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements, not including preparation of the Environmental Report defined under Basic Services; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2, but only if the Owner's request is made after completion of the Study and Report Phase.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and

Exhibit A – Engineer's Services

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- f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. [Deleted].
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

Exhibit A – Engineer's Services

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19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; evaluation

and determination of an excessive number of proposed “or equals” or substitutions, whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.

Exhibit B – Owner's Responsibilities

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3. Utility and topographic mapping and surveys.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: [] ***[List any other Owner responsibilities here.]***

Exhibit B – Owner's Responsibilities

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

This is **EXHIBIT C**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
 2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
 3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
 4. The total compensation for services under Paragraph C2.01 is estimated to be \$[] based on the following estimated distribution of compensation:
 - a. Study and Report Phase \$[]
 - b. Preliminary Design Phase \$[]
 - c. Final Design Phase \$[]
 - d. Bidding or Negotiating Phase \$[]
 - e. Construction Phase \$[]
 - f. Post-Construction Phase \$[]
 5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed

the total estimated compensation amount unless approved in writing by Owner and Agency. See also C2.03.C.2 below.

6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.
7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer. Changes will not be effective unless and until concurred in by the Owner and Agency.

C2.02 *Compensation For Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of [].

C2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [].
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner and Agency written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**COMPENSATION PACKET RPR-2:
Resident Project Representative – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

1. **Resident Project Representative Services:** For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$[] based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a [] day construction schedule.
2. If rate(s) for RPR services is not indicated in Appendix Two of Exhibit C, "Standard Hourly Rates Schedule," the Standard Hourly Rate for RPR Services is \$[] per hour.

B. Compensation for Reimbursable Expenses:

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 1.0.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer. Changes will not be effective unless and until concurred in by the Owner and Agency.

C. Other Provisions Concerning Payment Under this Paragraph C2.04:

**Exhibit C – Compensation Packet RPR-2: Resident Project Representative Services—
Standard Hourly Rates Method of Payment.**

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1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.10.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner and Agency written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at no cost.

**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
 2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.0.
 4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer. Changes will not be effective unless and until concurred in by the Owner and Agency.
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.10.

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at no cost.

This is **Appendix 1 to EXHIBIT C**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

8"x11" Copies/Impressions	\$ []/page
Copies of Drawings	\$ []/sq. ft.
Mileage (auto)	\$ []/mile
Air Transportation	at cost
CAD Charge	\$ []/hour
Laboratory Testing	at cost
Health and Safety Level D	\$ []/day
Health and Safety Level C	\$ []/day
Meals and Lodging	at cost

[Note to User: Customize this Schedule to reflect anticipated reimbursable expenses on this specific Project.]

This is **Appendix 2 to EXHIBIT C**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Billing Class VIII	\$[]/hour
Billing Class VII	[]/hour
Billing Class VI	[]/hour
Billing Class V	[]/hour
Billing Class IV	[]/hour
Billing Class III	[]/hour
Billing Class II	[]/hour
Billing Class I	[]/hour
Non-administrative Support Staff	[]/hour

[Note to User: The categories above (Billing Classes VIII through I) are traditional hourly rate classes for engineering services, but the classes themselves do not currently have widely accepted or understood meanings or definitions. Many approaches are possible for establishing the hourly rates that will be charged. These include defining the categories (for example, “Billing Class VI—Assistant Project Manager”), or using the engineering firm’s own professional classifications. If hourly rates are ascribed to specific individuals, the user should ensure that changes in professional personnel and rates are allowable over the Project’s course.]

This is **EXHIBIT D**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

[Note to User: Delete this Exhibit D if Engineer will not be providing Resident Project Representative Services under Paragraph A1.05.A.2.]

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions. Full time Resident Project Representation is required unless requested in writing by the Owner and waived in writing by the Agency.
- B. Through RPR’s observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

Exhibit D - Resident Project Representative.

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3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*

- a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. [Deleted].
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).
- D. Resident Project Representative shall not:
- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
 - 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
 - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
 - 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 - 8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

[Notes to User

1. Exhibit A, Paragraph A1.05.A.25 of this Agreement indicates that in connection with recommending final payment of the Construction Contractor, the Engineer will also provide a notice to Owner and Contractor of the acceptability of the Work, subject to stated limitations. The form for that purpose, "Notice of Acceptability of Work," is attached on the following pages of this Exhibit E.

2. The Notice of Acceptability of Work should be served in compliance with the requirements for service of notice under the Construction Contract. See Paragraph 18.01, Giving Notice, of EJCDC C-700 (2013), Standard General Conditions of the Construction Contract.]



NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
Owner

And To: _____
Contractor

From: _____
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT G**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

- 1) Bodily injury, each accident: \$[]
- 2) Bodily injury by disease, each employee: \$[]
- 3) Bodily injury/disease, aggregate: \$[]

c. General Liability --

- 1) Each Occurrence (Bodily Injury and Property Damage): \$[]
- 2) General Aggregate: \$[]

d. Excess or Umbrella Liability --

- 1) Per Occurrence: \$[]
- 2) General Aggregate: \$[]

e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

\$[]

f. Professional Liability --

- 1) Each Claim Made \$[]
- 2) Annual Aggregate \$[]

g. Other (specify): \$[]

2. By Owner:

a. Workers' Compensation: Statutory

Exhibit G – Insurance.

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b. Employer's Liability --

- 1) Bodily injury, Each Accident \$[]
- 2) Bodily injury by Disease, Each Employee \$[]
- 3) Bodily injury/Disease, Aggregate \$[]

c. General Liability --

- 1) General Aggregate: \$[]
- 2) Each Occurrence (Bodily Injury and Property Damage): \$[]

d. Excess Umbrella Liability

- 1) Per Occurrence: \$[]
- 2) General Aggregate: \$[]

e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):

\$[]

f. Other (specify):

\$[]

B. Additional Insureds:

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

- a. []
Engineer
- b. []
Engineer's Consultant
- c. []
Engineer's Consultant
- d. []
[other]

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.

3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

Exhibit G – Insurance.

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This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated AGREEMENT_DATE.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 *Dispute Resolution*

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by **[here insert name of mediator, or mediation service]**. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT J**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated AGREEMENT_DATE.

Special Provisions

Paragraph(s) [_____] of the Agreement is/are amended to include the following agreement(s) of the parties:

This is **EXHIBIT K**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated AGREEMENT_DATE.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- ___ Additional Services to be performed by Engineer
- ___ Modifications to services of Engineer
- ___ Modifications to responsibilities of Owner
- ___ Modifications of payment to Engineer
- ___ Modifications to time(s) for rendering services
- ___ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print
name: _____

By: _____
Print
name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____



REQUEST FOR COUNCIL ACTION

<p>PREFERRED AGENDA: June 25, 2019</p> <p>SUBMITTED BY: Greg Springman, Public Works Director</p> <p>REVIEWED BY: R. Towry, City Manager</p>	<p>TITLE: ch2m-OMI, Inc. (Jacobs) Operations, Maintenance, and Management Service, Amendment No. 4</p> <p>ATTACHMENTS: Restated Agreement for Operations, Maintenance, and Management Services for City of Sweet Home, Oregon, Amendment No. 4 to the Operations, Maintenance, and Management Services</p>	<p>TYPE OF ACTION:</p> <p><input type="checkbox"/> RESOLUTION</p> <p><input checked="" type="checkbox"/> MOTION</p> <p>Roll Call Vote YES</p> <p><input type="checkbox"/> OTHER</p>
<p>RELEVANT CODE/POLICY: N/A</p>	<p>TOWARD COUNCIL GOAL: 2.5: Continue to implement best financial practices 2.6: Employ sound technology to maximize efficiency</p>	

PURPOSE OF THIS RCA:

Staff seeks a City Council decision whether to execute contract Amendment No. 4 with Jacobs for the operation, maintenance and management services of the City’s municipal water and municipal wastewater treatment facilities.

BACKGROUND/CONTEXT:

In October 2006, the City of Sweet Home (City) and Jacobs entered into an agreement to provide complete operation, maintenance and management services of the City’s municipal water and municipal wastewater treatment facilities. This initial agreement was for a period of ten years with automatic five-year extension.

During a work session on August 11, 2015, City Council considered early renewal options and upon discussion with staff and representatives of Jacobs, Council indicated a desire to consider moving forward with a fifteen-year extension.

In September 2015, the City and Jacobs entered into a new agreement with Jacobs. This agreement was for sixteen (16) years, commencing on July 1, 2015, and ending July 30, 2031, with an option to automatically renew for an additional five (5) years. This contract allows Jacobs to request up to 3% increase per year to cover their increased costs related to the fulfillment of the contract.

In July 2017, the City Council approved and signed Amendment No. 2 continuing the contract with Jacobs, increasing the cost to \$1,030,359.

In June 2018, the City Council approved and signed Amendment No. 3 continuing the contract with Jacobs, increasing the cost to \$1,061,270.

In May 2019, Jacobs requested an additional increase in compensation for the operations, maintenance, and management services of the City’s water and wastewater treatment facilities, representing an increase to \$1,091,108 for the 19/20 FY Budget.

THE CHALLENGE/PROBLEM:

How to best support, fund, and maintain an effective wastewater/water treatment operation of our facilities, while ensuring our wastewater/water rates remain affordable for community members of Sweet Home?

STAKEHOLDERS:

- City of Sweet Home. The City of Sweet Home has the legal obligation to operate and maintain the water and wastewater treatment facilities in a responsible, reliable, and cost-effective manner.
- City of Sweet Home Public Works Department. The Public Works Department recently hired qualified staff with authorized certifications through the State of Oregon who can operate the water and wastewater treatment facilities. The operations, maintenance, and management agreement between the City and Jacobs provides staffing with professional water/wastewater certifications to operate the facilities as defined by the State of Oregon.
- City of Sweet Home Residents. Residents are the owners/customers of the water and wastewater municipal treatment facilities, with the expectation they are to be operated in compliance and efficiently.
- Jacobs. Jacobs is contracted by the City to operate and maintain all administrative and operational functions for the water and wastewater treatment plants.
- Oregon Department of Environmental Quality (DEQ). The Oregon Department of Environmental Quality is the regulatory agency ensuring compliance with the City's Wastewater Treatment Plant.
- Oregon Health Authority. The Oregon Health Authority is the regulatory agency ensuring compliance with the City's Water Treatment Plant.

ISSUES & FINANCIAL IMPACTS:

The proposed 19/20 FY Budget has earmarked the necessary funds (\$1,093,108) to support Jacobs' requested contract amendment for operation, maintenance, and management services of the water and wastewater treatment facilities.

The annual cost to fund this agreement between the City and Jacobs has escalated substantially over the last 14 years. The initial cost for this annual agreement was \$404,941 and has escalated to \$1,061,270. This is an increase of \$656,331 or 162%, an 11.5% average annual increase.

ELEMENTS OF A STABLE SOLUTION:

The ability to provide administration and operational oversight of the City's water and wastewater treatment facilities to maintain compliance with state requirements.

OPTIONS:

1. Do Nothing. Not recommended. The Public Works Department recently hired qualified staff with authorized certifications through the State of Oregon who can operate the water and wastewater treatment facilities. The operations, maintenance, and management agreement between the City and Jacobs provides staffing with professional water/wastewater certifications to operate the facilities as defined by the State of Oregon.
2. Make a Motion to approve and execute contract Amendment No. 4 with Jacobs – This would increase the City's costs 3% for Jacobs' continued operation, maintenance and management services of the City's municipal water and municipal wastewater treatment facilities.
3. Make a Motion to reject Amendment No. 4 to the Jacobs' contract. The City Council can vote to reject Jacobs' Amendment No. 4 for the operations, maintenance, and management services for the water and waste water treatment plant. City Council can then request Jacobs submit documentation to support the 3% increase.
4. Direct Staff to Gather Additional Information. The City Council can direct staff to conduct a feasibility study to identify potential costs for all administration and operations of the water and wastewater treatment facilities.

RECOMMENDATION:

Staff recommends Option 3, Make a motion to reject Jacobs' contract Amendment No. 4. The City Council can vote to reject Jacobs' Amendment No. 4 for the operations, maintenance, and management services for the water and waste water treatment plant. City Council can request Jacobs submit documentation to support the 3% increase.



**AMENDMENT NO. 4
to the
OPERATIONS, MAINTENANCE, AND MANAGEMENT SERVICES
for
CITY OF SWEET HOME, OREGON**

This Amendment is made and entered into this ___ day of _____, 2019 by and between the City of Sweet Home (hereinafter “Owner”) and Operations Management International, Inc. (hereinafter “CH2M HILL OMI”). This is Amendment No. 4 to the Restated Agreement dated September 8th, 2015 between Sweet Home and CH2M HILL OMI.

NOW THEREFORE, Owner and CH2M HILL OMI agree to amend the Agreement as follows:

1. Appendix E.1.1. is amended as follows:

E.1.1 Owner shall pay to CH2M HILL OMI as compensation for services performed under this Agreement, a Base Fee of One Million Ninety Three Thousand One Hundred and Eight Dollars (\$1,093,108) for the 2019-2020 contract year.

All other terms and conditions remain in effect in accordance with the Agreement referenced in this Amendment.

Both parties indicate their approval of this Amendment by their signatures below.

OPERATIONS MANAGEMENT
INTERNATIONAL, INC.

CITY OF SWEET HOME

Authorized signature:

Authorized signature:

Name: Andy Appleton
Title: Vice President
Date: _____

Name: Greg Mahler
Title: Mayor
Date: _____

Name: Ray Towry
Title: City Manager
Date: _____



Finance Department

To: City Council
 Ray Towry, City Manager

From: Brandon Neish, Finance Director

Subject: Finance Department Monthly Report – May 2019

The Finance Department is responsible for the for the fiscal management of the City of Sweet Home. This includes accounts payable, payroll, general accounting, preparing the annual budget and the city’s annual audit. This department also administers the city’s assessment docket, coordinates employee’s benefits and maintains financial records relating to grants and contracts. The following information represents the department’s activities during the month of **May 2019**.

Accounts Payable:

The Finance Department maintains a weekly schedule for AP disbursements when possible. City departments submit documentation through Springbrook to request payment to vendors. Once the Finance Department has a completed purchase order and invoice/receipt, a check is printed and mailed within seven (7) business days.

For the month of May 2019, 236 checks were printed totaling \$1,204,297.61. A list of the checks is provided for your review. Below is a list of the checks that were equal to or exceeded \$5,000 and their purpose (if not clear on list).

Check No.	Vendor	Description	Amount
89127	Oregon Department of Environmental Quality	Sewer I&I loan debt payment	\$158,472.00
89139	TTC Communications, Inc.	Low-voltage (data) wiring for new City Hall	\$23,957.00
89176	Sweet Home Pregnancy Center	Commercial Exterior Program	\$5,000.00

Passports:

Since 2001, the city has been accepting passport applications for the United States Department of State. Travelers can call, stop by city hall or visit the city’s website for information on application requirements.

For the month of May 2019, the city processed 18 passports and took 17 passport pictures.

Lien Searches:

The city has various liens that can be applied to properties in Sweet Home. The city can apply a lien for past due utility balances or a property owner can place a lien on their property for improvement assessments per ORS. An internet database maintains a list of these liens and is searchable by title companies for paying off outstanding balances during a sale. Each lien search generates \$25.00 for the city.

For the month of May 2019, 50 lien searches were completed.

Utility Billing:

Utility billing is responsible for the timely reading of water meters in the city and distribution of bills to residents and businesses. The revenue generated from the utility bills covers the costs associated with operating and maintaining the Water Treatment Plant and the Wastewater Treatment Plant as well as the maintenance of the city's distribution and collection systems.

For the month of May 2019, the city processed 212 service requests and saw 4 new customers open accounts in Sweet Home. In total, 34 accounts were opened and 35 were closed. The city processed 3,286 utility billing statements and 865 past due notices. **67 accounts were turned off for non-payment on May 8, 2019.**

Bank Reconciliation

Checks by Date

User: bneish
 Printed: 06/20/2019 - 12:32PM
 Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	5/2/2019	NATIONWIDE-PAYROLL DEDUCTIO		AP		850.00
0	5/2/2019	CHILD SUPPORT ACCOUNTING UN		AP		918.00
0	5/2/2019	FIRST INVESTORS - PAYROLL DED		AP		350.00
0	5/2/2019	SWEET HOME POLICE EMPLOYEE!		AP		1,360.00
0	5/2/2019	Vantagepoint Trf. Agents 108524/10904		AP		26,232.15
0	5/2/2019	HSA - PAYROLL DEDUCTIONS		AP		650.00
0	5/2/2019	AFLAC		AP		894.14
0	5/2/2019	MEDICARE		AP		8,218.82
0	5/2/2019	Vantagepoint Trf. Agents 705507		AP		658.33
0	5/2/2019	PERS		AP		12,403.43
0	5/2/2019	FEDERAL PAYROLL TAXES		AP		23,915.18
0	5/2/2019	FICA PAYROLL TAXES		AP		34,480.08
0	5/2/2019	OREGON PAYROLL TAXES		AP		19,034.83
0	5/2/2019	STANDARD INS. CO.		AP		3,850.65
0	5/2/2019	Vantagepoint Trf. Agents 300619		AP		2,870.00
0	5/2/2019	ASI-PAYROLL DEDUCTIONS		AP		141.27
0	5/2/2019	EBS TRUST		AP		79,934.18
89012	5/2/2019	OREGON AFSCME COUNCIL 75		AP		901.26
89013	5/2/2019	PROFESSIONAL CREDIT SERVICE		AP		738.48
89014	5/2/2019	STEELHEAD STRENGTH & FITNES		AP		719.40
89015	5/2/2019	SWEET HOME COMMUNITY FOUN		AP		224.13
89016	5/2/2019	UNITED WAY		AP		50.00
0	5/3/2019	OREGON PAYROLL TAXES		AP		25.54
0	5/3/2019	STANDARD INS. CO.		AP		151.78
0	5/3/2019	MEDICARE		AP		2.16
0	5/3/2019	FEDERAL PAYROLL TAXES		AP		9.81
0	5/3/2019	FICA PAYROLL TAXES		AP		19.34
0	5/3/2019	Vantagepoint Trf. Agents 108524/10904		AP		8.90
89017	5/6/2019	911 SUPPLY		AP		239.96
89018	5/6/2019	A-1 COUPLING & HOSE		AP		10.12
89019	5/6/2019	Amazon Capital Services, Inc.		AP		17.99
89020	5/6/2019	ARAMARK UNIFORM SERVICES		AP		77.57
89021	5/6/2019	ATEZ, Inc.		AP		1,275.00
89022	5/6/2019	BULLARD LAW		AP		12,039.00
89023	5/6/2019	Canon Financial Services, Inc.		AP		417.01
89024	5/6/2019	CARTER'S FIRE SPRINKLER MAINI		AP		10.00
89025	5/6/2019	CH2M OMI, Inc.		AP		90,939.17
89026	5/6/2019	Sahil Chawla		AP		916.00
89027	5/6/2019	COMCAST		AP		253.45
89028	5/6/2019	COMCAST BUSINESS		AP		1,492.28
89029	5/6/2019	DAVID M. COREY Ph.D		AP		420.00
89030	5/6/2019	Correct Equipment, Inc.		AP		1,563.00
89031	5/6/2019	CUB ALBANY PRINTING		AP		142.00
89032	5/6/2019	DAILY JOURNAL OF COMMERCE		AP		43.70
89033	5/6/2019	DAN DEE SALES		AP		122.00
89034	5/6/2019	Timothy Todd DeJager		AP		10.00

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
89036	5/6/2019	DEPT. OF CONSUMER AND BUSINI		AP		197.12
89037	5/6/2019	Edge Analytical, Inc.		AP		332.00
89038	5/6/2019	FASTENAL COMPANY		AP		361.38
89039	5/6/2019	FEENAUGHTY MACHINERY CO.		AP		47.32
89040	5/6/2019	FERGUSON WATERWORKS #3011 -		AP		709.80
89041	5/6/2019	FISHER'S RPM ELECTRIC MOTOR, I		AP		3,800.00
89042	5/6/2019	Full Source, LLC		AP		64.75
89043	5/6/2019	GATEWAY IMPRINTS, INC.		AP		20.25
89044	5/6/2019	GBC Construction, LLC		AP		442,166.94
89045	5/6/2019	W.W. Grainger, Inc.		AP		41.60
89046	5/6/2019	Hilltop Automotive		AP		316.75
89047	5/6/2019	HOWERTONS CUSTOM CREATIONS		AP		609.00
89048	5/6/2019	INDUSTRIAL WELDING SUPPLY, IN		AP		99.67
89049	5/6/2019	Jim's Tree Service		AP		200.00
89050	5/6/2019	JUNIOR LIBRARY GUILD		AP		106.55
89051	5/6/2019	KIP AMERICA, INC.		AP		240.00
89052	5/6/2019	KNIFE RIVER		AP		68.99
89053	5/6/2019	METEREADERS, LLC		AP		1,953.63
89054	5/6/2019	MOONLIGHT BPO, INC.		AP		663.98
89055	5/6/2019	MOOSE CREEK MACHINE & REPAI		AP		35.00
89056	5/6/2019	NET ASSETS		AP		509.00
89057	5/6/2019	NORM'S ELECTRIC, INC.		AP		1,812.57
89058	5/6/2019	NORTHWEST NATURAL		AP		1,699.76
89059	5/6/2019	O & M POINT S TIRE & AUTO SERV		AP		80.00
89060	5/6/2019	OREGON ASSOC. OF WATER UTILIT		AP		1,050.00
89061	5/6/2019	O'REILLY AUTOMOTIVE, INC.		AP		86.17
89062	5/6/2019	PACIFIC POWER		AP		20,869.70
89063	5/6/2019	PACWEST MACHINERY, LLC		AP		112.22
89064	5/6/2019	PASTEGA COFFEE SERVICE		AP		148.64
89065	5/6/2019	PETROCARD		AP		2,315.18
89066	5/6/2019	PITNEY BOWES		AP		144.12
89067	5/6/2019	Prime Resins, Inc.		AP		862.34
89068	5/6/2019	GINA RILEY		AP		89.00
89069	5/6/2019	ROBERSON'S ALBANY FORD, INC.		AP		165.00
89070	5/6/2019	KEITH ROHRBOUGH		AP		950.00
89071	5/6/2019	SAIF CORPORATION		AP		75.00
89072	5/6/2019	SAMARITAN HEALTH SERVICES, II		AP		389.00
89073	5/6/2019	Lori Seiber		AP		100.00
89074	5/6/2019	SHAWN SEVERNS		AP		50.00
89075	5/6/2019	NORM SHARP		AP		95.00
89076	5/6/2019	SIERRA SPRINGS		AP		77.40
89077	5/6/2019	SONSRAY MACHINERY LLC		AP		124.29
89078	5/6/2019	SOUTH FORK TRADING CO., INC.		AP		38.90
89079	5/6/2019	GREG SPRINGMAN		AP		45.00
89080	5/6/2019	STAPLES ADVANTAGE		AP		766.78
89081	5/6/2019	SUNSHINE INDUSTRIES UNLIMITE		AP		1,245.83
89082	5/6/2019	SWEET HOME ROTARY		AP		121.64
89083	5/6/2019	REBECCA SWOBODA		AP		26.97
89084	5/6/2019	THYSSENKRUPP ELEVATOR CORP.		AP		528.03
89085	5/6/2019	TWGW, INC. NAPA AUTO PARTS		AP		1,116.10
89086	5/6/2019	VALLEY FIRE CONTROL, INC.		AP		216.85
89087	5/6/2019	VERIZON WIRELESS		AP		1,607.09
89088	5/6/2019	Thom K. Walters		AP		2,000.00
89089	5/6/2019	WELLS FARGO FINANCIAL LEASIN		AP		734.00
89090	5/8/2019	PETTY CASH - MUNICIPAL COURT		AP		275.00
89091	5/16/2019	ALBERTSONS / SAFEWAY		AP		6.98

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
89092	5/16/2019	ALSCO		AP		257.32
89093	5/16/2019	Amazon Capital Services, Inc.		AP		30.97
89094	5/16/2019	BI-MART CORPORATION		AP		5.98
89095	5/16/2019	VALERIE BLANK		AP		67.60
89096	5/16/2019	BULLFROG ENTERPRISES		AP		207.44
89097	5/16/2019	John Camelia		AP		80.00
89098	5/16/2019	Canon Financial Services, Inc.		AP		458.71
89099	5/16/2019	CASCADE COMPUTER MAINTENA		AP		572.50
89100	5/16/2019	Cascades West Regional Consortium		AP		500.00
89101	5/16/2019	CENTURYLINK		AP		1,444.92
89102	5/16/2019	COMCAST		AP		632.52
89103	5/16/2019	COMCAST BUSINESS		AP		864.54
89104	5/16/2019	STEVEN CONOVER		AP		71.92
89105	5/16/2019	DAN DEE SALES		AP		25.00
89106	5/16/2019	DAY MANAGEMENT CORPORATIO		AP		1,311.75
89107	5/16/2019	DEMCO		AP		381.98
89108	5/16/2019	DENIM & PEARLS CATERING		AP		1,482.00
89109	5/16/2019	JASON GILES SR		AP		93.86
89110	5/16/2019	HOWERTONS CUSTOM CREATION		AP		1,000.00
89111	5/16/2019	HOY'S TRUE VALUE		AP		1,316.94
89112	5/16/2019	INGRAM LIBRARY SERVICES		AP		401.65
89113	5/16/2019	INNOVATIVE CREDIT SOLUTIONS		AP		75.00
89114	5/16/2019	LINKEDIN CORPORATION		AP		2,500.00
89115	5/16/2019	LINN COUNTY CLERK		AP		1,835.08
89116	5/16/2019	LINN COUNTY RECORDER		AP		95.00
89117	5/16/2019	Linn County Road Department		AP		35.00
89118	5/16/2019	LLOYD R. RICE TOWING SERVICE		AP		125.00
89119	5/16/2019	CHAYHOWA MCELHINNY		AP		35.00
89120	5/16/2019	MID-VALLEY NEWSPAPERS		AP		1,015.84
89121	5/16/2019	NATIONAL PHOTOCOPY CORPORA		AP		64.57
89122	5/16/2019	NEU FLO PLUMBING		AP		100.00
89123	5/16/2019	NEW ERA		AP		1,390.15
89124	5/16/2019	OFFICE DEPOT		AP		122.78
89125	5/16/2019	OREGON ASSOC. CHIEFS OF POLIC		AP		125.00
89126	5/16/2019	OREGON CASCADES WEST COG		AP		674.76
89127	5/16/2019	OREGON DEPT OF ENVIRONMENT		AP		158,472.00
89128	5/16/2019	PASTEGA COFFEE SERVICE		AP		143.16
89129	5/16/2019	PETROCARD		AP		5,789.93
89130	5/16/2019	JIM RICE		AP		42.73
89131	5/16/2019	KEITH ROHRBOUGH		AP		200.00
89132	5/16/2019	SCOTT EDWARDS ARCHITECTURE		AP		762.50
89133	5/16/2019	SIERRA SPRINGS		AP		77.50
89134	5/16/2019	JANELLA SPEARS		AP		45.00
89135	5/16/2019	Stepper Consulting, Inc.		AP		13,350.88
89136	5/16/2019	Tell & Sell		AP		498.56
89137	5/16/2019	THE BUILDING DEPARTMENT, LLC		AP		6,499.63
89138	5/16/2019	THRIFTWAY		AP		14.40
89139	5/16/2019	TTC Communications, Inc.		AP		23,957.00
89140	5/16/2019	VALLEY FIRE CONTROL, INC.		AP		216.85
89141	5/16/2019	WALKER HEATING & AC, INC.		AP		1,459.90
89142	5/16/2019	Darby Welch		AP		21.00
89143	5/16/2019	WELLS FARGO FINANCIAL LEASIN		AP		49.00
89144	5/16/2019	WELLS FARGO VENDOR FIN SERV		AP		157.93
89145	5/16/2019	THOMSON REUTERS WEST PAYME		AP		432.00
89146	5/16/2019	CONNIE WOLFORD		AP		17.27
89147	5/21/2019	911 SUPPLY		AP		300.00

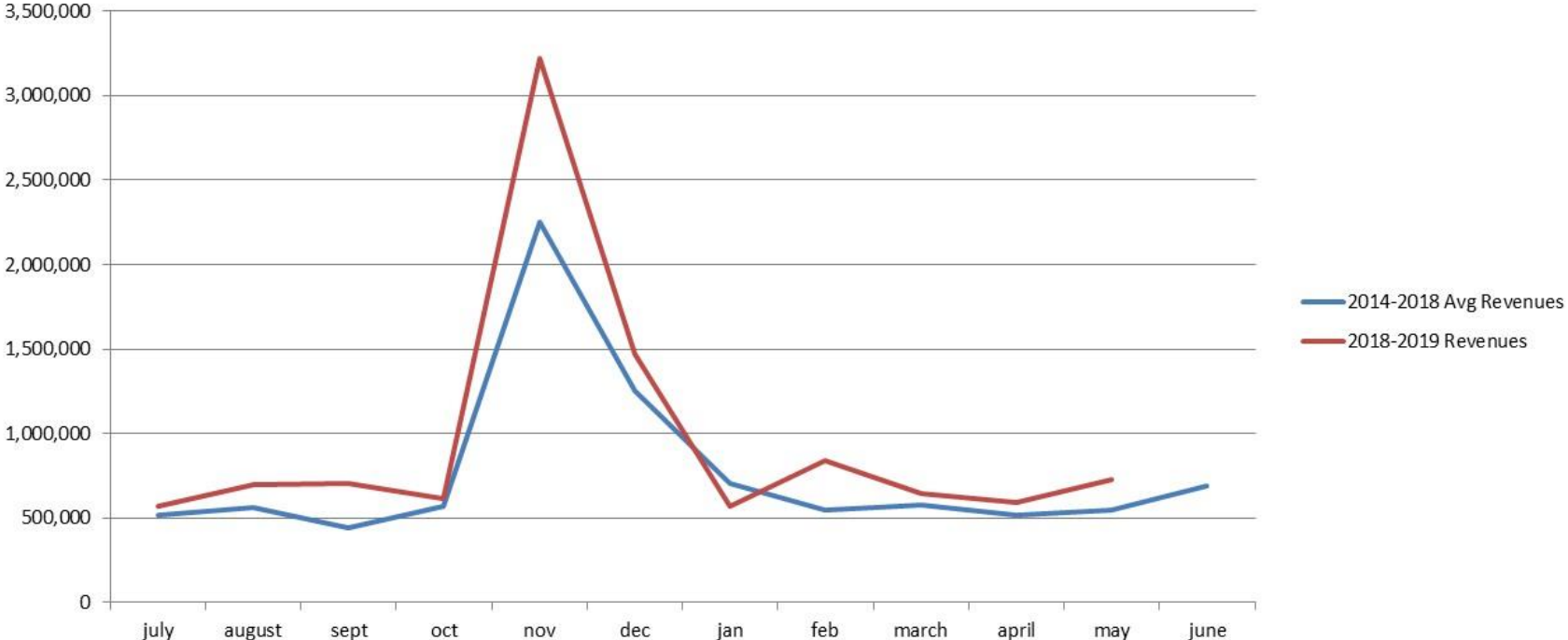
Check No	Check Date	Name	Comment	Module	Clear Date	Amount
89148	5/21/2019	Amazon Capital Services, Inc.		AP		248.90
89149	5/21/2019	ARAMARK UNIFORM SERVICES		AP		42.30
89150	5/21/2019	GLORIA ARCHULETA		AP		47.92
89151	5/21/2019	CENTER POINT LARGE PRINT		AP		175.56
89152	5/21/2019	CH2M OMI, Inc.		AP		88,439.17
89153	5/21/2019	COMCAST BUSINESS		AP		171.65
89154	5/21/2019	DEMCO		AP		189.50
89155	5/21/2019	FASTENAL COMPANY		AP		1,983.00
89156	5/21/2019	FERGUSON WATERWORKS #3011 A		AP		185.00
89157	5/21/2019	David Hickcox		AP		24.00
89158	5/21/2019	HOY'S TRUE VALUE		AP		61.96
89159	5/21/2019	Danley P. Hutchins		AP		31.58
89160	5/21/2019	JOHN DEERE FINANCIAL		AP		143.99
89161	5/21/2019	EILEEN KITAYAMA		AP		37.38
89162	5/21/2019	Legend Data Systems, Inc.		AP		95.00
89163	5/21/2019	Les Schwab Tire Centers of Portland, In		AP		15.97
89164	5/21/2019	LIBERTY ROCK PRODUCTS, INC.		AP		443.89
89165	5/21/2019	MURRAYSMITH, INC.		AP		13,032.18
89166	5/21/2019	NEOFUNDS BY NEOPOST		AP		1,000.00
89167	5/21/2019	NEW ERA		AP		1,005.86
89168	5/21/2019	NORM'S ELECTRIC, INC.		AP		290.17
89169	5/21/2019	OFFICE DEPOT		AP		156.35
89170	5/21/2019	ONE CALL CONCEPTS		AP		50.40
89171	5/21/2019	OREGON DEPT OF ENVIRONMENT		AP		360.00
89172	5/21/2019	OREGON MAYORS ASSOC.		AP		139.00
89173	5/21/2019	SHAMROCK SUPPLY COMPANY, IN		AP		34.00
89174	5/21/2019	SOUTH FORK TRADING CO., INC.		AP		15.56
89175	5/21/2019	SWEET HOME CHAMBER OF COMI		AP		5,000.00
89176	5/21/2019	SWEET HOME PREGNANCY CENTI		AP		5,000.00
89177	5/21/2019	SYNCB/AMAZON		AP		1,700.41
89178	5/21/2019	TCMS, INC.		AP		2,822.50
89179	5/21/2019	UNITED WAY		AP		500.00
89180	5/21/2019	WILBUR-ELLIS COMPANY LLC		AP		144.70
89181	5/21/2019	Edward Williams		AP		2,100.00
89182	5/30/2019	A-1 COUPLING & HOSE		AP		14.12
89183	5/30/2019	ACCELA, INC. #774375		AP		1,549.00
89184	5/30/2019	Amazon Capital Services, Inc.		AP		1,434.03
89185	5/30/2019	BAUMAN FARMS, LLC		AP		4,179.00
89186	5/30/2019	ELIJAH R. L. BROWN		AP		565.00
89187	5/30/2019	BUCKMASTER PRO PLUMBING & I		AP		258.00
89188	5/30/2019	BULLFROG ENTERPRISES		AP		5.38
89189	5/30/2019	CH2M OMI, Inc.		AP		2,500.00
89190	5/30/2019	CIRCLE K		AP		50.00
89191	5/30/2019	DAY MANAGEMENT CORPORATIO		AP		108.00
89192	5/30/2019	Ennis-Flint, Inc.		AP		829.15
89193	5/30/2019	Extreme Products		AP		287.50
89194	5/30/2019	FASTENAL COMPANY		AP		236.81
89195	5/30/2019	FERGUSON WATERWORKS #3011 -		AP		863.17
89196	5/30/2019	Frontier Precision, Inc.		AP		2,033.42
89197	5/30/2019	GATEWAY IMPRINTS, INC.		AP		162.00
89198	5/30/2019	H & H MACHINE, LLC		AP		60.00
89199	5/30/2019	HEALTHY HOME PEST CONTROL, I		AP		200.00
89200	5/30/2019	Desi Housley		AP		40.00
89201	5/30/2019	HOY'S TRUE VALUE		AP		40.00
89202	5/30/2019	Danley P. Hutchins		AP		9.35
89203	5/30/2019	LESLIE JOHNSON		AP		30.41

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
89204	5/30/2019	KIP AMERICA, INC.		AP		240.00
89205	5/30/2019	LEAGUE OF OREGON CITIES		AP		150.00
89206	5/30/2019	LINN BENTON TRACTOR CO.		AP		96.25
89207	5/30/2019	LITHIA MOTOR SUPPORT SERVICE		AP		85.54
89208	5/30/2019	Marathon Printing, Inc.		AP		32.40
89209	5/30/2019	MOONLIGHT BPO, INC.		AP		2,868.70
89210	5/30/2019	NATIONAL PHOTOCOPY CORPORA		AP		1,145.96
89211	5/30/2019	NORM'S ELECTRIC, INC.		AP		97.00
89212	5/30/2019	ONE CALL CONCEPTS		AP		100.80
89213	5/30/2019	Oregon Government Finance Officers A		AP		110.00
89214	5/30/2019	PEORIA GARDENS, INC.		AP		210.24
89215	5/30/2019	Ferguson Enterprises, Inc. #3325 Pollan		AP		1,149.20
89216	5/30/2019	ROBERSON'S ALBANY FORD, INC.		AP		22.32
89217	5/30/2019	SANTIAM SPRAY SERVICE, INC.		AP		350.00
89218	5/30/2019	SIERRA SPRINGS		AP		77.97
89219	5/30/2019	SOUTH FORK TRADING CO., INC.		AP		10.75
89220	5/30/2019	SUNSHINE INDUSTRIES UNLIMITE		AP		1,300.00
89221	5/30/2019	TEC EQUIPMENT, INC.		AP		25.12
89222	5/30/2019	US MINI MART		AP		40.00
89223	5/30/2019	WILCO		AP		279.89
89224	5/30/2019	WILDISH SAND & GRAVEL CO.		AP		100.49
89225	5/30/2019	Zip's AW Direct		AP		586.32

Total Check Count: 236

Total Check Amount: 1,204,297.61

6 YEARS OF REVENUES BY MONTH



6 YEARS OF EXPENSES BY MONTH



Sweet Home Police Department

	05/31/2019	05/31/2018		% Change
Call Volume	3276	3842	-566	-17.28%
Cad Calls	6986	7549	-563	-8.06%
Person Crimes Reported	72	72	0	0%
Persons Crimes Cleared	46	44		
Property Crimes Reported	144	269	-125	-60.36%
Property Crimes Cleared	33	84		

UPDATES/INFORMATION

On June 7th, 2019 Officer Ethan Rowe and Bret Adams graduated from the Basic Police Academy at the Department of Public Safety and Standards Training in Salem. The Basic Police Academy is a four-month academy that consists of both knowledge based and skills-based training. Officers Adams received academic honors at the academy for the highest overall grade in his class. Both Officers are continuing with their training in our Department’s field training and evaluation program (FTEP). SHPD operates a standard FTEP program that is approximately 4 months in length and is broken into roughly four phases. The first phase is an orientation phase as is dedicated to familiarization of the Department and City. During the next three phases, the recruit officers are assigned to different field training officers within the Department. In each phase, the recruit officers assume more and more responsibility in handling calls for service. The recruit officers are graded and critiqued daily which can lead to a stressful process for them. It is designed so that at the end of FTEP, the recruit officers are handling all calls and making all decisions with the Field Training Officers simply observing.

Members of the Police Department and the City are finalizing details and preparations for the 2nd Annual Cascade K9 Jamboree that is going to be held on July 13 and 14th. This year we have partnered with Dog Town and Xtreme Air Dogs to bring a unique and exciting event to our community. Xtreme Air Dogs are routinely a part of the Oregon State Fair and they feature dock diving activities and competitions for k9’s. This is a dog friendly event and patrons are encouraged to bring their own dogs to enjoy and participate in the many activities that are planned. The goal is still to raise awareness of responsible pet ownership and to raise funds for our K9 program. As a side note, SHPD Officer Sasha McDonald and K9 Gemma have been chosen as the Sportsman Holiday Grand Marshal’s of the Parade. We are looking forward to a fun weekend. For more information you can visit our Cascade K9 Jamboree Event page on Facebook.

Our community continues to experience a decrease in overall police calls for service and property crimes reported. We monitor the activity levels and locations of calls for service, specifically associated with property crimes, and when an increase in calls are detected in certain areas, officers are actively taking steps to increase patrols (both vehicle and on foot) in the various zones where it is occurring. We will continue this approach and with the help of the community, keep these numbers well below last years.

Person Crimes **May-19**

Assault (All)	6
Child Neglect	0
Criminal Homicide	1
Custodial Interference	0
Elder Abuse	0
Harassment	8
Kidnapping	0
Menacing	0
Other Sex Offense	3
Rape	0
Violation Restraining Order	4
Violation Stalking Order	0

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Property Crimes **May-19**

Arson	0
Burglary	3
Criminal Mischief	9
Forgery	0
Fraud	1
Motor Vehicle Theft	2
Recover Stolen Vehicle	0
Reckless Burning	0
Robbery	0
Theft	18

33