CITY OF GRANTS PASS
COUNCIL REVISED AGENDA
May 18, 2022
6 pm City Council Meeting
Council Chambers - 101 NW A Street

MAYOR: Sara Bristol
CITY COUNCIL MEMBERS:

<table>
<thead>
<tr>
<th>Ward 1</th>
<th>Ward 2</th>
<th>Ward 3</th>
<th>Ward 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brian DeLaGrange</td>
<td>Valerie Lovelace</td>
<td>Dwight Faszer, II</td>
<td>Joel King</td>
</tr>
<tr>
<td>Rob Pell</td>
<td>Rick Riker</td>
<td>Curt Collins</td>
<td>Vanessa Ogier</td>
</tr>
</tbody>
</table>

Invocation
Flag Salute
Roll Call

1. PUBLIC HEARING
   a. Appeal of Park Exclusion Order Helen Cruz. Pgs. 1-4 Matter resolved, item removed
   b. Appeal of Park Exclusion Order Justin Wallace. Pgs. 5-8 Matter resolved, item removed

2. COUNCIL ACTION
   b. Resolution authorizing the City Manager to enter into a contract for Westholm Park Playground Drainage Project; Project No. LB6377. Pgs. 17-32
   c. Resolution authorizing the City Manager to contribute funds to Rogue Valley Classic Cruisers Car Club. Pgs. 33-40

3. APPOINTMENTS
   a. Motion appointing two members to the Sustainability and Energy Action Taskforce. Pgs. 51-68

4. PUBLIC COMMENT This is an opportunity for the public to address the City Council on items not related to a public hearing or Council action item for the Council. The intent is to provide information that is pertinent to the City’s jurisdiction. Each speaker will be given three minutes to address the Council as one body, not to individuals. At the conclusion of public comment, Council will have an opportunity to respond.
threats, or other personal attacks. Signs or placards, outbursts of applause, campaigning for public office, or other disruptive behavior will not be tolerated.

If you have a question regarding any government provided service or a current City policy, please contact the City Manager’s office in an attempt to resolve the matter.

   a. Opportunity to review public comment
   b. Review emails

5. **CONSENT AGENDA** (Items included are of such routine nature or without controversy so that they may be approved with a single action).

*Indicates short Staff presentation and Council comment.*

a. Resolution authorizing the City Manager to enter into an agreement with Control Systems Northwest for water system remote SCADA upgrades. **Pgs. 69-78**

b. Resolution authorizing the City Manager to renew the contract for data communication services with Hunter Communications. **Pgs. 79-86**

c. Resolution authorizing the City Manager to enter into an agreement with Control Systems Northwest for UV system modifications. **Pgs. 87-98**

d. Resolution authorizing the City Manager to enter into a 5-year stormwater master services agreement with Keller Associates, Inc. **Pgs. 99-108**

e. Resolution authorizing the City Manager to execute Task Order 17 with RH2 Engineering, Inc., for Meadow Wood Reservoir Design services. **Pgs. 109-130**

f. Resolution authorizing the City Manager to enter into a contract for the Dollar Mountain Trailhead Parking Area Project; Project No. LB6370. **Pgs. 131-162**

g. Resolution authorizing the City Manager to submit a grant application to the Oregon Office of Emergency Management for the SPIRE II grant. **Pgs. 163-166**

h. Resolution authorizing the City Manager to contract with State Accident Insurance Fund Corporation (SAIF) for Workers’ Compensation Insurance for FY’23. **Pgs. 167-170**

i. Motion approving the amendments to the Housing Element and Policies, Comprehensive Plan text amendment findings of fact. **Pgs. 171-176**

j. Motion approving the minutes of the City Council meeting of May 4, 2022. **Pgs. 177-180**

k. Motion acknowledging the minutes of the Tourism Advisory Committee meeting of April 5, 2022. **Pgs. 181-182**

l. Motion acknowledging the minutes of the Central Business District Vitalization Taskforce meeting of April 26, 2022. **Pgs. 183-186**
m. Motion acknowledging the minutes of the Sustainability and Energy Action Taskforce meeting of April 5, 2022. Pgs. 187-188

6. MATTERS FROM MAYOR, COUNCIL AND STAFF
   a. Mayor & Council Comments
   b. Staff Comments

7. EXECUTIVE SESSION: None anticipated

8. ADJOURN

City Council meetings will offer citizen participation via phone. If you would like to provide public comment, please contact the City Recorder by noon the day of the meeting. Registered participants will be emailed the teams meeting ID password, and call-in phone number by 3 pm on the day of the meeting. You should not share this information.

City Recorder: 541.450.6000 or kfrerk@grantspassoregon.gov

ACCOMMODATION OF PHYSICAL IMPAIRMENTS: In order to accommodate persons with physical impairments, please notify the City Recorder’s Office of any special physical or language accommodations at least 48 business hours prior to the meeting. To request these arrangements, please contact Karen Frerk, City Recorder at 541.450.6000.

Watch City Council Meetings Live
Stream it live on your computer or device at www.grantspassoregon.gov/770/watch
Watch on cable Channel 183 or on YouTube at City of Grants Pass.
SUBJECT AND SUMMARY:

This is an appeal of an issued Park Exclusion Order given to Helen Cruz.

RELATIONSHIP TO COUNCIL GOALS:

This supports Council’s goal of **ENHANCED COMMUNITY SAFETY** by following the City’s Municipal Code.

CALL TO ACTION SCHEDULE:

Call to action schedule: Council’s discretion.

BACKGROUND:

On May 12, 2022, Helen Cruz was issued a Park Exclusion Order for violation of not following park rules at Morrison Centennial Park. Helen Cruz provided a written objection to the exclusion order and delivered it to the City Manager the same day.

Per Municipal Code 6.46.355, Helen Cruz has the right to appeal this order to the City Council.

“If the individual who is issued a written exclusion order files a written objection to the exclusion with the City Manager within two business days, the exclusion order shall be stayed during the pendency of the appeal and the matter shall be placed on the City Council’s agenda not earlier than two days after receiving the objection. The objection may be heard by the Council at its discretion at a regular meeting, at a Council workshop, or at a special meeting. At the hearing the staff shall provide the Council with information regarding the exclusion order and the individual shall be allowed to present relevant evidence. The staff shall have the burden of proof by a preponderance of evidence. The decision of the Council is final. Notwithstanding the foregoing, Council may appoint a hearings officer as its designee for the purpose of conducting the aforementioned appeal. In such case, the decision of the hearings officer shall be final.”

City staff will be presenting its case at the May 18, 2022, meeting.

COST IMPLICATION:

None.

ITEM 1.a.  APPEAL OF PARK EXCLUSION ORDER.
Staff Report (continued):

ALTERNATIVES:

1. Council can deny the appeal; or
2. Grant the appeal.

RECOMMENDED ACTION:

This item is at Council discretion.

POTENTIAL MOTION:

I move to approve/deny the appeal of the Park Exclusion Order for Helen Cruz.
Park Exclusion Order

Date: 5-12-22  Time: 0845 hrs  Case #: 22-20588
Incident Location: 1177 Rogue River Hwy
Prior Warning? Yes / No  Prior Warning Date: NA  Officer issuing Warning: NA
Related case numbers: 72-18790  5-23-22

Name: Helen Cruz  DOB: 9-15-74
Address: General Delivery Grants Pass, OR 97526
Race: W  Sex: F  Ht. 5'2"  Wt. 175  Eye Br  Hair Br

You are in violation of the City of Grants Pass Municipal Code 6.46.350 for:
6.46.050 - Not following park rules

You are excluded from for 30 days:

- Baker Park
- Croxton Park
- Debo Park
- Eckstein Park
- Fruitdale Park
- Gilbert Creek Park
- Greenwood Dog Park
- Kesterson Park
- Lawnridge Park
- Loveless Park
- Martin Park
- Morrison Centennial Park
- Ogle Park
- Redwood Park
- Reinhart Volunteer Park
- Riverside Park
- River Vista Park (part of RVP)
- Skate Park
- Stansfield Park
- Westholm Park
- Tussing Park
- Other:

If you are found on the listed city property prior to the expiration of this Exclusion Order, you may be arrested and/or cited for trespass.

Per the City of Grants Pass Municipal Code 6.46.355, you have the right to appeal this Exclusion Order to the City Council. You must follow the listed procedure for filing your appeal. Details of the process are provided below.

If the individual who is issued a written exclusion order files a written objection to the exclusion with the City Manager within two business days, the exclusion order shall be stayed during the pendency of the appeal and the matter shall be placed on the City Council's agenda not earlier than two days after receiving the objection. The objection may be heard by the Council at its discretion at a regular meeting, at a Council workshop, or at a special meeting. At the hearing the staff shall provide the Council with information regarding the exclusion order and the individual shall be allowed to present relevant evidence. The staff shall have the burden of proof by a preponderance of evidence. The decision of the Council is final. Notwithstanding the foregoing, Council may appoint a hearings officer as its designee for the purpose of conducting the aforementioned appeal. In such case, the decision of the hearings officer shall be final.

203 077

Officer: Artoff  DPSST: 54323
May 12, 2022


To whom it may concern:

This letter is meant as a formal appeal to the violation of municipal code 6.46.050 issued to myself on May 12, 2022 by Officer Jason McGinnis. I am appealing this violation as the municipal code does not specify the rule or regulation that was allegedly violated. Issuing a ticket without an understanding of actions needed to address or correct the alleged violation.

This letter is also meant as a formal objection to the exclusion order issued to myself on May 12, 2022 from Morrison Park located in Grants Pass, OR. I am appealing this exclusion order based on the aforementioned violation of municipal - the citation issued does not.

Thank you

Helen Cruz

5-12-2022
SUBJECT AND SUMMARY:

This is an appeal of an issued Park Exclusion Order given to Justin Wallace.

RELATIONSHIP TO COUNCIL GOALS:

This supports Council's goal of ENHANCED COMMUNITY SAFETY by following the City's Municipal Code.

CALL TO ACTION SCHEDULE:

Call to action schedule: Council's discretion.

BACKGROUND:

On May 12, 2022, Justin Wallace was issued a Park Exclusion Order for violation of not following park rules at Morrison Centennial Park. Justin Wallace provided a written objection to the exclusion order and delivered it to the City Manager the same day.

Per Municipal Code 6.46.355, Justin Wallace has the right to appeal this order to the City Council.

"If the individual who is issued a written exclusion order files a written objection to the exclusion with the City Manager within two business days, the exclusion order shall be stayed during the pendency of the appeal and the matter shall be placed on the City Council's agenda not earlier than two days after receiving the objection. The objection may be heard by the Council at its discretion at a regular meeting, at a Council workshop, or at a special meeting. At the hearing the staff shall provide the Council with information regarding the exclusion order and the individual shall be allowed to present relevant evidence. The staff shall have the burden of proof by a preponderance of evidence. The decision of the Council is final. Notwithstanding the foregoing, Council may appoint a hearings officer as its designee for the purpose of conducting the aforementioned appeal. In such case, the decision of the hearings officer shall be final."

City staff will be presenting its case at the May 18, 2022, meeting.

COST IMPLICATION:

None.

ITEM 1.b. APPEAL OF PARK EXCLUSION ORDER.
Staff Report (continued):

ALTERNATIVES:

1. Council can deny the appeal; or
2. Grant the appeal.

RECOMMENDED ACTION:

This item is at Council discretion.

POTENTIAL MOTION:

I move to approve/deny the appeal of the Park Exclusion Order for Justin Wallace.
Park Exclusion Order

Date: 5.12.22  Time: 0845  Case #: 22-20588
Incident Location: 1167 Rogue River Hwy
Prior Warning? Yes  No  Prior Warning Date: 22.12.19  3.23.20
Officer issuing Warning: N
Related case numbers:

Name: Justin Wallace  DOB: 10.12.83
Address: General Delivery
Race: Wht  Sex: M  Ht: 5'10"  Wt: 205  Eye: Blu  Hair: Brow

You are in violation of the City of Grants Pass Municipal Code 6.46.350 for:
Le 46.050  No following park rules

You are excluded from for 30 days:

- Baker Park
- Croxton Park
- Debo Park
- Eckstein Park
- Fruitdale Park
- Gilbert Creek Park
- Greenwood Dog Park
- Kesterson Park
- Lawntree Park
- Lovelace Park
- Martin Park
- Morrison Centennial Park
- Ogle Park
- Redwood Park
- Reinhart Volunteer Park
- Riverside Park
- River Vista Park (part of RVP)
- Skate Park
- Stansfield Park
- Westholt Park
- Tussing Park
- Other:

If you are found on the listed city property prior to the expiration of this Exclusion Order, you may be arrested and/or cited for trespass.

Per the City of Grants Pass Municipal Code 6.46.355, you have the right to appeal this Exclusion Order to the City Council. You must follow the listed procedure for filing your appeal. Details of the process are provided below.

If the individual who is issued a written exclusion order files a written objection to the exclusion with the City Manager within two business days, the exclusion order shall be stayed during the pendency of the appeal and the matter shall be placed on the City Council's agenda not earlier than two days after receiving the objection. The objection may be heard by the Council at its discretion at a regular meeting, at a Council workshop, or at a special meeting. At the hearing the staff shall provide the Council with information regarding the exclusion order and the individual shall be allowed to present relevant evidence. The staff shall have the burden of proof by a preponderance of evidence. The decision of the Council is final. Notwithstanding the foregoing, Council may appoint a hearings officer as its designee for the purpose of conducting the aforementioned appeal. In such case, the decision of the hearings officer shall be final.

Officer: Art Hoff  DPSST: 54723
May 12, 2022

RE: Appeal to Violation of the City of Grants Pass Municipal Code 440.050 - Not following park rules

To Whom It May Concern:

This letter is meant as a formal appeal to the violation of municipal code 440.050 issued to myself by officer Jason McGinnis.

I am appealing this violation as the municipal code does not specify the rule or regulation that was allegedly violated, leaving little or no understanding of actions needed to address or correct the alleged violation.

This letter is also meant as a formal objection to the exclusion order issued to myself Justin Wallace on May 12, 2022, from Morrison Park located in Grants Pass, OR. I am objecting this exclusion order based on the aforementioned violation.

Sincerely, Justin Wallace
5/12/2022
Ordinance amending Grants Pass Municipal Code Chapters 8.48.020 Penalties for Violations and 8.50.033 Accidental Discharge/Slug Control Plans and Operational Upset. Date: May 18, 2022

SUBJECT AND SUMMARY:

This ordinance will change language established in Municipal Code Chapter 8.48.020 and 8.50.033 per Oregon Department of Environmental Quality requirements.

RELATIONSHIP TO COUNCIL GOALS:

This supports Council's goals of LEADERSHIP by revising current language to align with required language and INFRASTRUCTURE by improving the ability of the department to ensure that grease, oil and sand interceptors are maintained in an efficient and sustainable manner.

CALL TO ACTION SCHEDULE:

Call to action schedule: May 18, 2022.

BACKGROUND:

In 2021, Oregon Department of Environmental Quality (ORDEQ) performed an audit of the City's pretreatment division, including a review of the Municipal Code as it relates to the program. The City received an excellent score, but ORDEQ did find two areas of the Municipal Code that needed to be revised to comply with ORDEQ requirements.

The City of Grants Pass' pretreatment code is in place to regulate sewer discharges from commercial, industrial and residential customers to protect the collection system and Water Restoration Plant from harmful substances. The Code sets standards for discharges and establishes penalties for violations.

Text revisions included in this update will help bring Grants Pass Municipal Code into compliance with ORDEQ requirements.

8.48.020 Penalties was required to be changed from maximum to minimum. The current violation language includes a penalty of a maximum of $1,000 per day per violation. ORDEQ requires this language to be a minimum of $1,000 per day per violation.

ITEM: 2.a. ORDINANCE AMENDING GRANTS PASS MUNICIPAL CODE CHAPTERS 8.48.020 PENALTIES FOR VIOLATIONS AND 8.50.033 ACCIDENTAL DISCHARGE/SLUG CONTROL PLANS AND OPERATIONAL UPSET.
Staff Report (continued):

8.50.033 expands upon language relating to process upsets which leads to a discharge to the public sewer. The Code section sets up reporting requirements as well as follow-up and corrective actions needed.

This language is also a requirement of ORDEQ and ensures the City’s pretreatment division is in compliance with State law.

COST IMPLICATION:

There is no direct cost to the City for revising the City’s Municipal Code. It aligns current Code with State of Oregon requirements. The City has two Significant Industrial Users (SIUs) and the City has had to issue no violations in the previous 10 years.

ALTERNATIVES:

1. Authorize amending the Grants Pass Municipal Code Chapters 8.48.020 Penalties for Violations and 8.50.033 Accidental Discharge/Slug Control Plans and Operational Upset; or


RECOMMENDED ACTION:


POTENTIAL MOTION:

I move to adopt the ordinance amending Grants Pass Municipal Code Chapters 8.48.020 Penalties for Violations and 8.50.033 Accidental Discharge/Slug Control Plans and Operational Upset and have it read by title only, first reading.

I move to adopt the ordinance amending Grants Pass Municipal Code Chapters 8.48.020 Penalties for Violations and 8.50.033 Accidental Discharge/Slug Control Plans and Operational Upset and have it read by title only, second reading.
8.48.020 Penalties for Violation

Any person, firm, or corporation, whether as principal, agent employee or otherwise, violating or causing the violation of any of the provisions of this ordinance shall be subject to civil penalty in the amount of a minimum of $1000 per day per violation not exceeding $500 per day of violation. This civil penalty shall be in addition to any other penalty appropriate under the laws of the City of the State of Oregon.

8.50.033 Accidental Discharge/Slug Control Plans and Operational Upset

Each user shall provide protection from accidental discharge of prohibited materials or other substances regulated by Chapter 8.50. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the owner or user’s own cost and expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the City for review and shall be approved by the City before construction and operation of the facility. The plan shall meet the requirement of Section 8.50.052 A (6). No User who commences contribution to the POTW after the effective date of Chapter 8.50 shall be permitted to introduce pollutants into the system until accidental discharge procedures have been approved by the City. Review and approval of such plans and operating procedures shall not relieve the industrial user from the responsibility to modify the user’s facility as necessary to meet the requirements of Chapter 8.50.

Any permittee that experiences an upset in operation that places the permittee in a temporary state of non-compliance with the provisions of either the discharge permit or with this code shall inform the Superintendent within twenty-four (24) hours of becoming aware of said upset at 541-450-6121 or 541-450-6123 during normal business hours. At all other times (nights, weekends, holidays), call Public Safety at 541-450-6260 and notify them of the operational upset.

A written follow-up report of upset shall be filed by the permittee to the Superintendent within Five (5) days. The report shall specify:

a. Description of the upset, the cause(s) thereof and the upset’s impact on the permittee’s compliance status.

b. Duration of non-compliance, including exact dates and times of non-compliance and if not corrected, the anticipated time the non-compliance is expected to continue,

c. All steps taken or to be taken to reduce, eliminate and prevent reoccurrence of such an upset.
d. The Industrial User shall control production or all discharge to the extent necessary to maintain compliance with all applicable standards upon reduction, loss, or failure of its pretreatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation were, among other things, the primary source of power of the treatment facility is reduced, lost, or fails. The report must also demonstrate that the treatment facility was being operated in a prudent and workmanlike manner.
ORDINANCE NO.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GRANTS PASS AMENDING GRANTS PASS MUNICIPAL CODE CHAPTER 8.48.020 VIOLATIONS AND 8.50.033 ACCIDENTAL DISCHARGE/SLUG CONTROL PLANS AND OPERATIONAL UPSET.

WHEREAS:

1. It is the intent of the City Council to protect the sanitary sewer system from harmful discharges; and

2. The State of Oregon Department of Environmental Quality (ORDEQ) has recently completed a review of the City’s pretreatment codes; and

3. ORDEQ has required the City to add two provisions to the City’s existing codes to make it more protective; and

4. The City Council desires to make changes, which will assist in protecting the City sewer system.

NOW, THEREFORE, THE CITY OF GRANTS PASS HEREBY ORDAINS:

The Grants Pass Municipal Code Chapter 8.48.020 and 8.50.033 are amended as set forth in Exhibit ‘A’ and is incorporated herein by reference.

ADOPTED by the Council of the City of Grants Pass, Oregon, in regular session this 18th day of May 2022, with the following specific roll call vote:

AYES:

NAYS: 

ABSTAIN: 

ABSENT: 

SUBMITTED to and _________ by the Mayor of the City of Grants Pass, Oregon, this _____ day of May 2022.

Sara Bristol, Mayor

ATTEST:

Karen Frerk, City Recorder

Date submitted to Mayor: 

Approved as to Form, Augustus Ogu, City Attorney
8.48.020 Penalties for Violation

Any person, firm, or corporation, whether as principal, agent employee or otherwise, violating or causing the violation of any of the provisions of this ordinance shall be subject to civil penalty in the amount of a minimum of $1,000 per day per violation. This civil penalty shall be in addition to any other penalty appropriate under the laws of the City of the State of Oregon.

8.50.033 Accidental Discharge/Slug Control Plans and Operational Upset

Each user shall provide protection from accidental discharge of prohibited materials or other substances regulated by Chapter 8.50. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the owner or user’s own cost and expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the City for review and shall be approved by the City before construction and operation of the facility. The plan shall meet the requirement of Section 8.50.052 A (6). No User who commences contribution to the POTW after the effective date of Chapter 8.50 shall be permitted to introduce pollutants into the system until accidental discharge procedures have been approved by the City. Review and approval of such plans and operating procedures shall not relieve the industrial user from the responsibility to modify the user’s facility as necessary to meet the requirements of Chapter 8.50.

Any permittee that experiences an upset in operation that places the permittee in a temporary state of non-compliance with the provisions of either the discharge permit or with this code shall inform the Superintendent within twenty-four (24) hours of becoming aware of said upset at 541-450-6121 or 541-450-6123 during normal business hours. At all other times (nights, weekends, holidays), call Public Safety at 541-450-6260 and notify them of the operational upset.

A written follow-up report of upset shall be filed by the permittee to the Superintendent within five days. The report shall specify:

a. Description of the upset, the cause(s) thereof and the upset’s impact on the permittee’s compliance status.

b. Duration of non-compliance, including exact dates and times of non-compliance and if not corrected, the anticipated time the non-compliance is expected to continue.

c. All steps taken or to be taken to reduce, eliminate and prevent reoccurrence of such an upset.

d. The Industrial User shall control production or all discharge to the extent necessary to maintain compliance with all applicable standards upon
reduction, loss, or failure of its pretreatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation were, among other things, the primary source of power of the treatment facility is reduced, lost, or fails. The report must also demonstrate that the treatment facility was being operated in a prudent and workmanlike manner.
Resolution authorizing the City Manager to enter into a contract for Westholm Park Playground Drainage Project; Project No. LB6377.

Date: May 18, 2022

SUBJECT AND SUMMARY:

Installing approximately 708 linear feet of storm drainpipe, 13 stormwater cleanouts, 40 square feet of concrete sidewalks, and two stormwater catch basins.

RELATIONSHIP TO COUNCIL GOALS:

This action implements the Council’s goal to maintain, operate and expand our INFRASTRUCTURE to meet community needs to ensure park infrastructure needs are met.

CALL TO ACTION SCHEDULE:

The notice of intent to award letter was issued on May 6, 2022. The Engineering Division has 30 days to award the project. Call to action schedule: May 18, 2022.

BACKGROUND:

This part of the project will help improve the drainage in Westholm Park, in preparation for the new playground equipment. The park has generally deteriorated over the years and is in need of new playground equipment to better serve the surrounding neighborhoods. This portion of the project will improve the drainage in the playground area which has been susceptible to high groundwater tables and generally wet conditions. This project will install French drains that will collect groundwater in the area and drain it to the stormwater system, creating a more stable surface for the playground infrastructure.

Requests for bids for the work was advertised on the City’s website, and in the Daily Journal of Commerce. The bid opening for this project was May 5, 2022. Five bids were received for $56,347, $59,986, $63,311, $64,775, and $49,280.

The overall lowest bid of $49,280 was determined to be non-responsive due to improperly acknowledged construction addenda and was subsequently rejected.

The lowest responsible bidder is Pair-A-Dice Contracting LLC at $56,347. This bid is below the Engineer’s estimate of $70,086.

ITEM: 2.b. RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR WESTHOLM PARK PLAYGROUND DRAINAGE PROJECT; PROJECT NO. LB6377.
Staff Report (continued):

COST IMPLICATION:
Revenue Source: This project is budgeted and funded as part of LB6377 in the Lands & Buildings Projects Fund, with part of the funds being transferred from LB8580, as well as a State Parks Grant.

ALTERNATIVES:

1. Award the contract to Pair-A-Dice Contracting LLC and develop the playground drainage infrastructure as proposed; or

2. Leave the existing playground drainage infrastructure in place and schedule development at a later date.

RECOMMENDED ACTION:

It is recommended the contract for Westholm Park Playground Drainage Project; Project No. LB6377, be awarded to the lowest responsible bidder, Pair-A-Dice Contracting LLC.

POTENTIAL MOTION:

I move to authorize the City Manager to enter into a contract with Pair-A-Dice Contracting LLC for the Westholm Park Playground Drainage Project.
RESOLUTION NO.

A RESOLUTION OF THE COUNCIL OF THE CITY OF GRANTS PASS
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE
WESTHOLM PARK PLAYGROUND DRAINAGE PROJECT; PROJECT NO. LB6377.

WHEREAS:

1. The City of Grants Pass advertised and received five bids for construction of the
   Westholm Park Playground Drainage Project; Project No. LB6377; and

2. The bid from Pair-A-Dice Contracting LLC has been determined to be complete
   and responsive; and

3. The City of Grants Pass has sufficient funds for the project within the Lands &
   Buildings Projects Fund.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Grants
Pass that the City Manager is authorized to contract with Pair-A-Dice Contracting LLC
for the work as described in the contract documents for the Westholm Park Playground
Drainage Project; Project No. LB6377, in the amount of $56,347, which the bid tab and
contract are attached to and incorporated herein as Exhibit ‘A’ and Exhibit ‘B’.

EFFECTIVE DATE of this Resolution shall be immediate upon its passage by the
City Council and approval by the Mayor.

ADOPTED by the Council of the City of Grants Pass, Oregon, in regular session
this 18th day of May 2022.

SUBMITTED to and ________________ by the Mayor of the City of Grants
Pass, Oregon, this _____ day of May 2022.

______________________________
Sara Bristol, Mayor

ATTEST:

______________________________ Date submitted to Mayor: __________
Karen Frerk, City Recorder

Approved as to Form, Augustus Ogu, City Attorney __________
<table>
<thead>
<tr>
<th>Item</th>
<th>Description of Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization, move in of equipment and materials per APA/WODOT Sec. 0310.1, complete.</td>
<td>1</td>
<td>t.s.</td>
<td>$7,000.00</td>
<td>$7,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Work Zone Traffic Control, includes T100, TCM and TOS per approved plans. M.L.T.C.O.D., and APA/WODOT Sec. 00225 and 00225.00, complete.</td>
<td>1</td>
<td>t.s.</td>
<td>$150.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>3</td>
<td>Gravel and Sediment Control, per approved plans and APA/WODOT Sec. 03260, 03260.01, 03260.02, 03260.03, complete.</td>
<td>1</td>
<td>t.s.</td>
<td>$450.00</td>
<td>$450.00</td>
</tr>
<tr>
<td>4</td>
<td>Construction Staking, layout out and set construction stakes and markers to establish the line, grades, and slopes necessary for project completion, per APA/WODOT Sec. 02210, complete.</td>
<td>1</td>
<td>t.s.</td>
<td>$500.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>5</td>
<td>Removal of Structures and Obstructions, includes removal and proper disposal of pipe, concrete and sidewalk and sawcutting or other methods of cutting pavement, per approved plans and APA/WODOT Sec. 0310.1, complete.</td>
<td>1</td>
<td>t.s.</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>6</td>
<td>1st Flat Top Storm Drain Manhole, per approved plans and GP33 and APA/WODOT Sec. 03470, includes manhole, excavation, bedding and compacted backfill per APA/WODOT Sec. 04120, adjustment to finish grade and pipe connections, installed complete.</td>
<td>1</td>
<td>ea.</td>
<td>$4,400.00</td>
<td>$4,400.00</td>
</tr>
<tr>
<td>7</td>
<td>Install 4&quot; Storm Drain Pipe, PVC 3034, per approved plans and APA/WODOT Sec. 04445, includes trench excavation, bedding and compacted backfill per APA/WODOT Sec. 04445, installed complete.</td>
<td>138</td>
<td>t.f.</td>
<td>$72.00</td>
<td>$9,936.00</td>
</tr>
<tr>
<td>8</td>
<td>Install 8&quot; Storm Drain Pipe, PVC 3034, per approved plans and APA/WODOT Sec. 04445, includes trench excavation, bedding and compacted backfill per APA/WODOT Sec. 04445, installed complete.</td>
<td>80</td>
<td>t.f.</td>
<td>$60.00</td>
<td>$4,800.00</td>
</tr>
<tr>
<td>9</td>
<td>Install 4&quot; Storm Drain Pipe, PVC 3034, per approved plans and APA/WODOT Sec. 04445, includes trench excavation, bedding and compacted backfill per APA/WODOT Sec. 04445, installed complete.</td>
<td>450</td>
<td>t.f.</td>
<td>$50.00</td>
<td>$22,500.00</td>
</tr>
<tr>
<td>10</td>
<td>Install 8&quot; Storm Drain Pipe, PVC 3034, per approved plans and APA/WODOT Sec. 04445, includes trench excavation, bedding and compacted backfill per APA/WODOT Sec. 04445, installed complete.</td>
<td>13</td>
<td>ea.</td>
<td>$450.00</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>11</td>
<td>Catch Basin, per approved plans and APA/WODOT Sec. 04470, includes excavation, backfill and all pipe connections, installed complete.</td>
<td>2</td>
<td>ea.</td>
<td>$2,000.00</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>12</td>
<td>Connect Existing Storm Drain to New Storm Drain, per approved plans and APA/WODOT Sec. 04445, includes all connections to existing storm drain, pipe, trench excavation, sawcutting, concrete, bedding and compacted backfill per GP330 and APA/WODOT Sec. 04445, installed complete.</td>
<td>2</td>
<td>ea.</td>
<td>$500.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>13</td>
<td>Landscape Restorations, restore existing landscaping, installing, but not limited to trimmed topsoil placement, reseeding of disturbed areas and irrigation repair, per approved plans and APA/WODOT Sec. 01330, 01340 and 01350, installed complete.</td>
<td>40</td>
<td>a.s.</td>
<td>$20.00</td>
<td>$800.00</td>
</tr>
<tr>
<td>14</td>
<td>Tree Protection Fencing, per approved plans and tree protection plan specifications, installed complete.</td>
<td>1</td>
<td>t.s.</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>15</td>
<td>Pneumatic Air Excavation, per approved plans and pneumatic air excavation specifications, installed complete.</td>
<td>1</td>
<td>t.s.</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
</tr>
</tbody>
</table>

**Note:** Items 5, 14, 15, and 16 are cost items and do not require a unit price. The total amount for these items is calculated based on the quantity and the appropriate unit price. The quantities for these items are 1,000, 1,000, 1,000, and 1,000, respectively.

**Total Amount:** $9,460.00

---

**BIDS WERE OPENED ON 5/6/2022 AT 1:00 PM IN THE CITY OF GRANTS PASS RIDE CONFERENCE ROOM.***

***1. Bid from Three Dimensional Contracting LLC deemed "Non-Responsive" due to missing Addendum Acknowledgement Signature***

***2. Pair-A-Byte amount adjusted to reflect correct amount due to mathematical error.***
CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION, made by and between the CITY OF GRANTS PASS, OREGON, a Municipal Corporation of the State of Oregon, and hereinafter called "City" and, Pair-A-Dice hereinafter called "Contractor".

WITNESSETH:

That Contractor and City, for the consideration hereinafter named, agree as follows:

1 SCOPE OF WORK

Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary, and to perform all of the work shown on the drawings and described in the specifications for the project entitled: "WESTHOLM PARK PLAYGROUND DRAINAGE"; PROJECT NO. LB6377.

Contractor shall at all time keep premises free from accumulation of waste materials or rubbish caused by him or from his employees or subcontractors. At the completion of improvements/work he shall remove all rubbish from the premises, all his tools, scaffolding and surplus materials; and shall leave the premises clean. Contractor shall coordinate any special cleaning requirements with the City during construction.

All work will be completed in accordance with the requirements and provisions of this Contract, and the following, which are attached to, or referenced, and incorporated in this contract:

Requirements for Bidders
Special Provisions
Bid Proposal
Bid Schedule Form
First-Tier Subcontractor Disclosure Form
Project Supervisor Questionnaire
Oregon Bidder Residency Statement
Project Schedule
Bid Bond Form
Current Prevailing Wage Rates for Public Works Contracts in Oregon
Drawings and Specifications

The following Addenda are also included as part of the Contract Documents:

1 DATE: 5/2/2022
2 TIME OF COMMENCEMENT

The work to be performed under this Contract shall be commenced within 10 calendar days after mailing by City to Contractor of a written “Notice to Proceed”.

3 HOLIDAYS

No work shall be performed on the following legal holidays:

• New Year’s Day on January 1
• Martin Luther King, Jr. Birthday, on the third Monday in January
• President’s Day, on the third Monday in February
• Memorial Day on the last Monday in May
• Independence Day on July 4
• Labor Day on the first Monday in September
• Veteran’s Day on November 11
• Thanksgiving Day on the fourth Thursday in November
• Day after Thanksgiving (Due to unavailability of City Staff, no work to be performed the day after Thanksgiving)
• Christmas Day on December 25

When a holiday falls on Sunday, the following Monday shall be recognized as a legal holiday. When a holiday falls on Saturday, the preceding Friday shall be recognized as a legal holiday.

4 DATE OF SUCCESSFUL COMPLETION OF WORK

The work shall be successfully completed no later than thirty (30) calendar days after a written “Notice to Proceed” is given to the contractor. The time period for completion will be increased by any days which are lost due to documented weather problems so long as Contractor notifies the City Engineer in writing of an inability to work by 12 noon of each and every calendar day work cannot continue.

5 LIQUIDATED DAMAGES

Failure to complete the work by the date of completion provided herein above, including any extension granted thereof, shall entitle City to deduct from monies otherwise due Contractor as “liquidated damages” in the amount as indicated in the Special Provision Section 00180.85 Failure to Complete on Time: Liquidated Damages for each and every calendar day beyond the date of completion the work remains uncompleted. This amount is agreed to by the Contractor and City en lieu of an analysis of loss-benefit ratios because of the extreme difficulty and cost in assessing the inconvenience to the City, increased monitoring of the Contract, inconvenience to the public, and inability of the City to utilize the completed Project, all of which Contractor hereby acknowledges does occur and result in legitimate damages and because this provision limits the liability of the Contractor to a specified maximum daily amount for delayed performance damages.
6 CONTRACT AMOUNT

Subject to the City’s right to add, subtract, or delete minor portions of the work as noted on Page 9 of the Requirements for Bidders, the contract amount hereof which is to be paid by City to Contractor pursuant to the Contract Documents is: $56,347.

7 PERFORMANCE AND PAYMENT BOND

The Contractor shall prior to or at the preconstruction conference, before the commencement of any operations hereunder, furnish the City with a signed copy of the Performance Guarantee constituting a portion of the Contract Documents. The aforesaid Performance Guarantee shall be in the amount of $56,347. and shall be a Insurance Bond with City Of Grants Pass as surety, or alternatively, and subject to approval by City's Council as local contract review board, Contractor may submit a cashier's or certified check, letter of credit, or loan proceeds in said sum, payable to the City of Grants Pass, Oregon.

Mark One: Contractor will furnish the following:

- Performance Bond
- Cashier's Check
- Certified Check
- Letter of Credit
- Loan Proceeds

Any said Payment Guarantee is subject to approval by the City and shall be in an amount equal to the amount of the contract. The bond shall comply and be in accordance with Oregon Revised Statutes, Chapter 279C.380, Performance Bond; Payment Bond; Waiver of Bonds in Case of Emergency. The surety companies executing such bond must appear on the DEPARTMENT OF INSURANCE AND FINANCE, STATE OF OREGON, Official Records, and be authorized to transact business in the State of Oregon.

8 FIFTEEN MONTH SECURITY

The Contractor agrees to save and hold harmless City and its officers, agents and employees, from any and all defects appearing or developing in the workmanship or materials performed or furnished under this Contract for a period of fifteen (15) months after the date of the written acceptance of City of the entire project by City. Any Performance Guarantee, Cashier’s or Certified Check, Letter of Credit, or Loan Proceeds furnished City pursuant to paragraph 6 above, shall be retained in full by City as security to City from Contractor of Contractor’s indemnification and save harmless agreement as provided in this paragraph 7.
9 STATUTORY PROVISIONS

The provisions of "Minimum Wages for Federal and Federally Assisted Construction" as published in the Federal Register by the Department of Labor, Employment Standards Administration, Wage and Hour Division requiring workers on federal and federally assisted projects to be paid not less than the prevailing rate of wage, and other related statutes, are to be complied with by Contractor, and ORS 279C.800 through 279C.870 pertaining to Oregon State requirements are hereby incorporated herein by this reference. The City shall pay a fee equal to one-tenth of one percent (.001) of the price of this contract, but not less than $250 nor more than $7,500 regardless of the contract price. The public agency must pay the fee at the time the public agency enters into the public works contract. The fee is payable to the Bureau of Labor and Industries and shall be mailed or otherwise delivered to the Bureau at the following address:

Bureau of Labor and Industries
Wage and Hour Division
Prevailing Wage Rate Unit #1045
800 NE Oregon Street
Portland, OR 97232-2180

The "Statutory Provisions" and "Federal Labor Standard Provisions" are incorporated in this Contract as part hereof by this reference and Contractor and all subcontractors shall comply therewith.

Contractor will follow federal, state and local agencies laws and regulations dealing with the prevention of environmental pollution and preservation of natural resources that affect the performance of the contract: U.S. Department of Housing and Urban Development, Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 12246); Environmental Protection Agency, Clean Air and Water Pollution Control; U.S. Water Resources Council, Floodplain Management Guidelines for implementing Executive Order 11988. The aforesaid provision is pursuant to ORS 279C.525, the terms of which are incorporated herein by this reference.

10 STATUTORY PUBLIC WORKS BOND

The Contractor and subcontractors shall, prior to or at the preconstruction conference, before the commencement of any operations hereunder, file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in Oregon in the amount of $30,000. The bond must provide that the contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under this section, unless the surety sooner cancels the bond. The surety may cancel the bond by giving 30 days written notice to the contractor or subcontractor, to the board and to the Bureau of Labor and Industries.
11 WORKERS COMPENSATION COVERAGE

CONTRACTOR, its subcontractors, if any, and all employers working under this agreement, are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. CONTRACTOR shall provide proof of coverage at the time of the execution of this agreement and to provide continuing proof of coverage during the period of this agreement.

12 LIABILITY INSURANCE

CONTRACTOR will maintain a policy of liability insurance in the form, and from an insurance company, approved by the CITY, which company is admitted or otherwise licensed to do business in the State of Oregon.

A. Said insurance shall insure CONTRACTOR for the benefit of the City of Grants Pass in not less than the amount of $1,000,000 single limit liability for each occurrence, and aggregate coverage of not less than $2,000,000.

B. The insurance shall cover any occurrences, resulting from any conduct, act, or failure to act, by CONTRACTOR, or by an employee, representative, or agent of CONTRACTOR, and which occurrence or occurrences result in damages of any kind, including, but not limited to, personal injury or death to any person or persons, damage to any property (personal or real), or damage to any contractual or other commercial right or interest.

C. Certificate of Insurance: CONTRACTOR shall require its insurance carrier to provide to the City of Grants Pass a certificate of insurance evidencing said coverage. Said policy shall provide that such coverage cannot be modified, terminated or canceled by the carrier without 30 days written notice sent by certified mail by the insurance carrier to the City of Grants Pass. It is agreed that no person shall perform any acts on behalf of CONTRACTOR without having said insurance in full force and effect.

13 REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants to the City of Grants Pass that:

1. Contractor has the power and authority to enter into and perform this Contract.

2. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.

3. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the [date of Closing of {bids/proposals} for/effective date of] this Contract, faithfully has complied with:
(a) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; and

(b) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; and

(c) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and

(d) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any [Goods/Items/Equipment/Components/Hardware/Software/Intellectual Property Rights, etc.] [delivered to/granted to] the City of Grants Pass under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to the City of Grants Pass free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

14 CONTRACTOR'S COMPLIANCE WITH TAX LAWS

1. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state.

2. Any violation of subsection 1 of this section shall constitute a material breach of this Contract. Any violation shall entitle the City of Grants Pass to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

(a) Termination of this Contract, in whole or in part; and

(b) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and

(c) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. City of Grants Pass shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing [replacement services/replacement goods/ a replacement contractor].
These remedies are cumulative to the extent the remedies are not inconsistent, and the City of Grants Pass may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

15 HOLD HARMLESS

CONTRACTOR and its successors and assigns agrees to completely protect, save, defend, hold harmless and indemnify the City of Grants Pass, and its officers, agents and employees, from any liability or obligation of any kind or nature whatsoever arising from injury or injuries, including death, to any person or persons, or damage to any property, real or personal, or damage to any contractual, or other commercial right or interest, suffered or alleged to have been suffered all or in part by any person, property, or business, or from any other liability of whatever kind or nature arising out of any conduct, act, or failure to act, by CONTRACTOR, or by an employee, representative, or agent of CONTRACTOR.

16 MONIES DUE BUT NOT PAYABLE

The City may retain so much of the money due CONTRACTOR under and by virtue of this Contract as may be considered necessary to pay for any suit, action or claim for injuries or damages for which the CONTRACTOR is responsible per the terms of this contract; or in case no money is due, CONTRACTOR'S surety as set forth in the Payment and Performance Bond, or any cashier's or certified check presented and approved in lieu thereof, may be held by the City until any such suits or actions, or claims for recoveries for injuries or damages and the like, without limitation, shall have been settled and suitable evidence to that effect is furnished to the City; except that money due the CONTRACTOR will not be withheld after the CONTRACTOR produces satisfactory evidence that CONTRACTOR is adequately protected by public liability and property damage insurance as required herein. The City shall not be responsible for any of the foregoing all of which is the sole responsibility of the CONTRACTOR, with the said responsibility to exist at all times, and including those times when the work is in progress and during the one-year maintenance guarantee period thereafter, without limitation.

17 ATTORNEY FEES

If suit or action is brought by either PARTY to enforce any right created by this agreement, the prevailing PARTY shall be entitled to recover in any trial court, and appellate courts, reasonable attorney fees, including costs and disbursements therein.

18 IN ACCORDANCE WITH ORS CHAPTER 279C

A. 279C.505-Conditions concerning payment, contributions, liens, withholding, drug testing.
Contractor shall:

(1) Make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in the contract.

(2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of the contract.

(3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

(4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

(5) Demonstrate that an employee drug program is in place.

B. 279C.515 Conditions concerning payment of claims by public officers, payment to persons furnishing labor or materials and complaints.

(1) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with the public improvement contract as the claim becomes due, the proper officer or officers representing the state or a county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of the contract.

(2) If the Contractor or first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the City or the Contractor, the Contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.
(3) If the Contractor or a sub-contractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

(4) The payment of a claim in the manner authorized in this section does not relieve the Contractor or the Contractor’s surety from obligation with respect to any unpaid claims.

C. 279C.520 Condition concerning hours of labor.

Contractor shall:

(1) Not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it and the employee shall be paid at least time and a half pay:

(a) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; or

(b) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

(c) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

(2) Give notice in writing to employees, who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

D. 279C.530 Condition concerning payment for medical care and providing workers’ compensation.

Contractor shall:

(1) Promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
(2) Comply with ORS 656.017.

19 ENTIRE CONTRACT

This AGREEMENT represents the entire contract between the PARTIES. It is the intent of the PARTIES that prior conversations or writings between the PARTIES which are not specifically incorporated by reference into this AGREEMENT, may not be used by the PARTIES or by a Court of law to interpret the terms and conditions stated herein. Except as specifically set forth herein, prior courses of dealing and performance between the PARTIES, and trade usage and practices which may or may not be acceptable in the industry, also may not be used by the PARTIES or by a Court of law to interpret the terms and conditions stated herein. (Madison Indus. Inc. v. Eastman Kodak Co., 243 N.J. Super. 578, 581 A.2nd 85 (1990)).

20 ORAL MODIFICATIONS AND WAIVERS

The rights and benefits of the City, under this AGREEMENT and any parts thereof, may not be orally modified or waived.

21 WRITTEN MODIFICATIONS AND WAIVERS

The rights and benefits of the City, under this AGREEMENT and any parts thereof, may be modified or waived so long as said modification or waiver is in writing and signed by the City Manager.

22 DEFFECTIVE WORK

If any part or portion of the work done or material furnished under this contract shall prove defective and not in accordance with the drawings and specifications, and if the imperfection in the same shall not be of sufficient magnitude or importance as to make the work dangerous or unsuitable, or if the removal of such work will create conditions which are dangerous or undesirable, the owner shall have the right and authority to retain such work but shall make such deductions in the final payment therefore as may be just and reasonable.
IN WITNESS WHEREOF, the PARTIES have hereto, on the dates indicated, set their hands by and through their duly authorized agents

CITY OF GRANTS PASS:

BY: 
_______________________________  DATE: __________
Bradley Clark, Community Development Director

_______________________________  DATE: __________
Aaron K. Cubic, City Manager

ATTEST:
_______________________________  DATE: __________
Karen Frerk, City Recorder

APPROVED
AS TO FORM:
_______________________________  DATE: __________
Augustus Ogu, City Attorney

CONTRACTOR:

BY: 
_______________________________  DATE: __________
(Signature)

_______________________________  (Title)
(Print Name)
Resolution authorizing the City Manager to contribute funds to Rogue Valley Classic Cruisers Car Club.

Date: May 18, 2022

SUBJECT AND SUMMARY:

This resolution is a financial support request from Rogue Valley Classic Cruisers Car Club, a community nonprofit, for a community event.

RELATIONSHIP TO COUNCIL GOALS:

This supports Council's goal of INFRASTRUCTURE by enhancing opportunities to promote character and community spirit.

CALL TO ACTION SCHEDULE:

Call to action schedule: Council's discretion.

BACKGROUND:

On April 25, 2022, a written request was received asking the City to provide financial support for Rogue Valley Classic Cruisers Car Club (RVCC). RVCC is responsible for the Friday Classic Car pre-show in the Grasshopper Lot and the Saturday car show at Riverside Park.

Josephine County Fairgrounds, with Evergreen Bank as a primary sponsor, has taken a facilitative role in this year's event. Back to the 50s is one of the biggest community events in Grants Pass and all of Southern Oregon. Back to the 50s is scheduled from July 19-24, 2022. This event is a culmination of multiple nonprofits working together to create this multiday event. The event includes the following:

- Tuesday, July 19
  - Concert in the Park – 50s theme by Chamber of Commerce
  - Downtown Window Contest by Chamber of Commerce
- Wednesday, July 20
  - Sock Hop facilitated by Fruitdale Grange.
- Thursday, July 21
  - Poker Run facilitated by Jeff Voigt and Associates Primerica.
- Friday, July 22
  - Classic Car Pre-show by RVCC
  - Ice Cream Social by Josephine County Historical Society
  - Parkway Show and Shine by Parkway Christian Center
  - Drive-in Movie Night by Grants Pass Drive-in
- Saturday, July 23
  - Fabulous 50s Charity Car Show by RVCC
  - Classic Community Cruisin' by Chamber of Commerce
  - End of Cruise Tailgate by Josephine County Fairgrounds
  - Drive-in Movie Night by Grants Pass Drive-in
- Sunday, July 24
  - Car Swap by Southern Oregon Flea Market

ITEM: 2.c. RESOLUTION AUTHORIZING THE CITY MANAGER TO CONTRIBUTE FUNDS TO ROGUE VALLEY CLASSIC CRUISERS CAR CLUB.
Staff Report (continued):

RVCC is requesting financial assistance for their facilitation of the two car shows associated with Back to the 50s. The City has a financial policy that limits General Fund contributions to nonprofits. Resolution No. 4807 states:

**Policy on Funding for Nonprofit Organizations**

1. The City, as a policy, will not provide operating financial support to any nonprofit or governmental organization except through dues and memberships.

2. The City management may explore the opportunity to contract for specific services with a nonprofit or governmental organization. If such an arrangement is made, monies paid to the nonprofit are for reimbursement of the specific services rendered.

3. The City Council, at their discretion, may allocate the availability of monies for a Nonprofit Infrastructure Incentive Program. These monies are subject to annual allocation through the budgetary process. They could be used only to fund the cost of required infrastructure or system development charges for non-profits who are constructing facilities in Grants Pass. The monies, when appropriated, would be available on a first come, first serviced basis.

4. Any change to this policy requires an amended and adopted Resolution by the City Council.

Although state law does not restrict the tax rate a local government may impose on transient lodging, it does restrict how the revenue from imposed Transient Lodging Taxes (TLTs) can be used. As a basic mandate, a local government that did not have a TLT in place or approved on July 1, 2003, may not impose one, unless the local government ensures that at least 70 percent of the TLT revenue will be used for tourism promotion, tourism-related facilities, or to finance or refinance debt for tourism-related facilities. The local government is at liberty to allocate up to 30 percent for general city or county services. The City of Grants Pass has all of the general services allocated, however the City does have funding flexibility for tourism promotion, tourism-related facilities or to finance or refinance debt for tourism-related facilities, specifically tourism promotion.

ORS 320.30014 provides the following direction based on the definitions of tourism and related activities:

"Tourism" means economic activity resulting from tourists.

"Tourism promotion" means any of the following activities:

a) Advertising, publicizing, or distributing information for the purpose of attracting and welcoming tourists;

b) Conducting strategic planning and research necessary to stimulate future tourism development;

c) Operating tourism promotion agencies; and

d) Marketing special events and festivals designed to attract tourists.
Staff Report (continued):

"Tourist" means a person who, for business, pleasure, recreation, or participation in events related to the arts, heritage or culture, travels from the community in which that person is a resident to a different community that is separate, distinct from and unrelated to the person's community of residence, and that trip:

a) Requires the person to travel more than 50 miles from the community of residence; or
b) Includes an overnight stay.

RVCC has included a total advertising expense of $21,742.30. Back to the 50s is an event that brings tourists from over 50 miles away. One easy way to recognize this impact is by the number of cars in the car show that are from outside the 50-mile radius. This appears to be an event that does attract visitors from over 50 miles away and includes overnight stays. To meet the spirit of the ORS TLT tourism promotion the distribution of information should be to areas greater than 50 miles away such as a radio or newspaper ad from neighboring counties. Many of the items on the list do not appear to match the spirit of ORS TLT definitions.

Council currently provides $5,000 of TLT to the Active Club for Boatnik. This is a four-day event, which is a contribution of $1,250 per day. Based on this practice, Council could consider a similar per day contribution recognizing that, like Boatnik, Back to the 50s draws visitors from outside our area. Council could also ask for RVCC to submit receipts for advertising that was purchased outside the 50-mile radius and reimburse accordingly.

In accordance with City policy and if Council allocates TLT per the request, RVCC will enter into a contribution agreement with the City.

COST IMPLICATION:
Revenue Source: Lodging Tax.

ALTERNATIVES:
1. Council could provide financial support to this event;
2. Council could choose to not provide financial support to this event.

RECOMMENDED ACTION:
This item is at Council discretion.

POTENTIAL MOTION:
I move to approve the request to support RVCC in the amount of $ (to be determined by Council).
April 11, 2022

Aaron Cubic, City Manager
City of Grants Pass
101 “A” Street
Grants Pass, OR 97526

The Rogue Valley Classic Cruisers Car Club has organized and presented the Fabulous 50’s Charity Car Show since 1996. Participants come to this event from all over the western United States. They stay in our hotels, eat in our restaurants, purchase items from our local merchants and enjoy our recreational attractions, such as Hellgate Jet Boat Excursions.

To make this event happen, we rely on the support from our sponsors; local merchants and families in our communities. Our advertising expenses have increased over the years. In 2021 our advertising expenses alone exceeded $21,000.00. Without the support of sponsors this event would not happen.

As we plan for the 2022 Charity Car Show on July 23rd, any financial support from the City of Grants Pass tourism fund towards our advertising expenses would be greatly appreciated.

Thank you for your attention.

Carolyn Hartzell, Club President
Kathy Simmons, Car Show Chairman

Enclosure (1)
<table>
<thead>
<tr>
<th>Item #</th>
<th>Type</th>
<th>Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Banners</td>
<td>601.00</td>
</tr>
<tr>
<td>2</td>
<td>Dash Plaques</td>
<td>225.00</td>
</tr>
<tr>
<td>3</td>
<td>Newspaper Ads</td>
<td>715.51</td>
</tr>
<tr>
<td>4</td>
<td>Radio Announcements</td>
<td>525.00</td>
</tr>
<tr>
<td>5</td>
<td>Award Jackets</td>
<td>4,572.00</td>
</tr>
<tr>
<td>6</td>
<td>Participant Gift</td>
<td>909.80</td>
</tr>
<tr>
<td>7</td>
<td>Flyers &amp; Posters</td>
<td>1,803.00</td>
</tr>
<tr>
<td>8</td>
<td>Show Design</td>
<td>308.94</td>
</tr>
<tr>
<td>9</td>
<td>Hats</td>
<td>720.00</td>
</tr>
<tr>
<td>10</td>
<td>Worker Shirts</td>
<td>1,799.00</td>
</tr>
<tr>
<td>11</td>
<td>Show t-shirts</td>
<td>9,563.05</td>
</tr>
</tbody>
</table>

TOTAL Advertising Expenses (2021 Car Show) $21,742.30
RESOLUTION NO.

A RESOLUTION OF THE COUNCIL OF THE CITY OF GRANTS PASS
AUTHORIZING THE CITY MANAGER TO CONTRIBUTE FUNDS TO ROGUE
VALLEY CLASSIC CRUISERS CAR CLUB.

WHEREAS:

1. The Grants Pass City Council believes that the Fabulous 50s Charity Car Show,
hosted by the Rogue Valley Classic Cruisers Car Club (RVCC), is an important
community event, which provides a public benefit by boosting the local tourism
and retail economies; and

2. Grants Pass desires to ensure that the contribution is used solely for advertising
of the RVCC event; and

3. Sufficient funds are available from Lodging Tax.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Grants
Pass the City shall give financial support in the amount of $(as determined by Council)
to the RVCC event for advertising as outlined in the contribution agreement attached
hereto and incorporated herein as Exhibit 'A'.

EFFECTIVE DATE of this Resolution shall be immediate upon its passage by the
City Council and approval by the Mayor.

ADOPTED by the Council of the City of Grants Pass, Oregon, in regular session
this 18th day of May 2022.

SUBMITTED to and ______________ by Mayor of the City of Grants Pass,
Oregon, this _____ day of May 2022.

__________________________
Sara Bristol, Mayor

ATTEST:

__________________________ Date submitted to the Mayor: ___________
Karen Frerk, City Recorder

Approved as to form, Augustus Ogu, City Attorney ______________
Rogue Valley Classic Cruisers Car Club
Contribution Agreement

WHEREAS, the Grants Pass City Council ("Grants Pass") approved a resolution to contribute $_____ (the "Contribution") to Rogue Valley Classic Cruisers Car Club (RVCC) to be used solely for the purpose of funding advertising for the RVCC event;

WHEREAS, Grants Pass believes that the Fabulous 50s Charity Car Show, hosted by the RVCC, is an important community event that provides a public benefit by boosting the local tourism and retail economies; and

WHEREAS, Grants Pass desires to ensure that the Contribution is used solely for advertisement of the RVCC event.

NOW, WHEREFORE, the parties agree as follows:

1. The City of Grants Pass shall provide the Contribution to RVCC upon the conditions contained herein; and

2. The Contribution shall only be used for advertising costs associated with the RVCC event; and

3. RVCC shall provide an accounting for how much the Contribution is used for advertising of the event and shall account for the total cost of the event; and

CITY OF GRANTS PASS

Aaron K. Cubic
City Manager

Date

Rogue Valley Classic Cruisers Car Club

Carolyn Hartzell
Club President

Date

Date: May 18, 2022

SUBJECT AND SUMMARY:

This request is to allow commercial activity by charging for art classes at the Harry and David Shelter in Reinhart Volunteer Park.

RELATIONSHIP TO COUNCIL GOALS:

This supports Council's goal of ENCOURAGE ECONOMIC OPPORTUNITIES by encouraging community events within our parks.

CALL TO ACTION SCHEDULE:

Call to action schedule: Council’s discretion.

BACKGROUND:

The Paint N Wine event has classes scheduled on the following dates: June 8, 15, 22, 29, July 8, 13, 23, 30, August 5, 13, 20, 26, 27, September 3, 10, 14, 24, 2022. Per Municipal Code 6.46.110 Commercial Activity in Parks:

It is unlawful for any person, firm, or corporation to solicit, advertise, or peddle for commercial purposes within the boundaries of such City parks, either by word of mouth, printed matter, or other forms of commercial soliciting, advertising, or peddling; unless otherwise provided for by written agreement with the Council of the City.

Paint N Wine, a for-profit business, is requesting permission to charge admission for art classes within Reinhart Volunteer Park and has submitted a Commercial Activity in the Park Permit Application, which requires Council approval.

COST IMPLICATION:

None.

ALTERNATIVES:

1. Council could allow commercial activity in Reinhart Volunteer Park for this event;
2. Council could choose to not allow this activity.

RECOMMENDED ACTION:

Approval of this request is at Council’s discretion.

ITEM: 2.d. RESOLUTION APPROVING COMMERCIAL ACTIVITY IN REINHART VOLUNTEER PARK FOR THE PAINT N WINE EVENT 2022.
Staff Report (continued):

POTENTIAL MOTION:

I move to approve the resolution allowing commercial activity in Reinhart Volunteer Park for the Paint N Wine Event.
Commercial Activity in Parks Permit Application
Buchanan, Ashley

a. Commercial Activity in Parks Permit App - 5/28/2022 8:00 AM

Conditions of Permit

Commercial Activity in Parks (Ord. 3869 §9, 1972; Ord. 4337 §3, 1980; Ord. 16-5681 2016) is subject to the regulations found in Chapter 6.46 of the City of Grants Pass Municipal Code. The conditions of the code are outlined in Section 6.46.110 as provided below. It is unlawful for any person, firm, or corporation to solicit, advertise, or peddle for commercial purposes within the boundaries of such City parks, either by word of mouth, printed matter, or other forms of commercial soliciting, advertising, or peddling; unless otherwise provided for by written agreement with the Council of the City. (Ord. 3869 §9, 1972; Ord. 4337 §3, 1980)

Summary of Commercial Activity

Business Name
PNW Paint N Wine LLC

Event Title
Paint n wine

Event Details:
We will be teaching painting and art classes for guests, while they sip on there beverage of choice! Example: Wine, beer, spritzer, soda, juice, water. There will be a 2 drink max at our class and it will be the legal amount stated by the OLCC guidelines. If anyone is impaired before starting the class they will not be served any alcohol. If someone is impaired after the class we will make sure they are no longer served and will get home safely. I am licensed threw the state for my OLCC server permit. The training I received showed me what to look for with an impaired person. We have taken it upon ourselves to be licensed in every aspect to make this business work. PNW Paint N Wine is an official LLC business, I am certified threw the state for my serving alcohol and food handlers card. As well as insured through harts insurance here locally in Grants Pass. I will attach the policy forms we have created around your city park. We would love to rent out the Harry and David shelter 4 days a month. I am aware that it does fill up fast we would like some Wednesdays, Friday’s and Saturday’s! The days could vary on openings that you may have. We will hold two classes a day that run about 2 1/2 hours. As the days get hotter in the summer we would like to do one morning class starting about 10am to 12:30pm. And an evening class starting at 5:30-7:30pm. Set up will consist of covering all the tables we plan to use in your shelter with protectants to avoid any unnecessary paint messes. They will be painting on Art standard easels where any drippings will stay on the easel. We also have purchased disposable wine and beverage glasses so there is absolutely no chance of glass breaking in your shelter. We will have paint buckets set up so when they are done with there brushes they are to place them in the appropriate container for easy clean up. I believe snacks and finger foods should always be served with alcohol, our drinks and snacks are complimentary for our guests. Clean up will be just as strict, we want to make it look exactly how it was when we arrived if not better. My partner and I care for this community and we want this to work out. We have put a lot of time, money and effort into creating this wonderful venture to give back to the community and to get them out and about again! This has been a long time dream of mine. We have so many wonderful ideas for classes and cannot wait to get started. Grants pass is know for there beautiful parks, Art and wine. And what better place to hold it at then your lovely shelter. I hope we have met all your requirements for holding these spectacular events at your park! I believe this is going to be so wonderful for many. I am born and raised right here in Grants pass, I have been a local business owner for almost 14 years. Creating art has also been a passion of mine and being able to share it with everyone warms my heart. The community of grants pass I think will truly be amazed in what to expect from our classes! Thank you so much for this opportunity. If any additional information is needed I will be happy to have anything ready when needed! Thank you again!

Will there be an admission charge?
Yes

Location of Event
RVP Harry and David shelter
Commercial Activity in Parks Permit Application
Buchanan, Ashley

- Commercial Activity in Parks Permit App - 5/28/2022 8:00 AM

Event Category (Check all that apply)
Art Show

Participants Total
30

Is this an annual event?
No

If yes, how many years have you been holding this event?

If yes, list previous locations

If yes, list Contact Name(s) and Phone Number(s) of previous locations

If no, do you anticipate this to be an annual event?
No

Date/Time of Commercial Activity

Start Date
05/28/2022

Event Start Time
10:00 AM

End Date
09/30/2022

Event End Time
7:30 AM

If there are multiple dates, list here
We would like to rent out the shelter 4 days a month! Days will vary on the shelters availability. Wednesday's, Fridays and Saturdays are days we are available to rent out. One of those days each week! June- 8th, 15th, 22nd, 29th July- 8th, 13th, 23rd, 30th August- 5th, 13th, 20th, 26th, 27th September- 3rd, 10th, 14th, 24th

Are you proposing to close road(s)?
No

If yes, date

Time

Are you proposing to close a lot(s)?
No
Commercial Activity in Parks Permit Application

Buchanan, Ashley

a. Commercial Activity in Parks Permit App - 5/28/2022 8:00 AM

If yes, date

Time

Request one-time permission to place "No Parking" signs on City-owned light?
No

Contact Information

Host Organization
PNW paint n wine

Chief Officer of Host Organization
Ashley and Kyle

Applicant Name
Ashley Buchanan

Mailing Address
1015 NE 6th street Grants pass OR, 97526

Phone
(541) 659-4069

Email
Aajszb22@gmail.com

Organization Status/Proceeds/Reporting

Is the Host Organization a commercial entity?
No

Have you obtained a City of Grants pass Business and Occupation Tax Certificate?
Yes

Is the Host Organization a bona fide tax exempt, nonprofit entity?
No

Will there be vendors at the event?
No

If yes, what fees will you charge the vendors?
Commercial Activity in Parks Permit Application

Buchanan, Ashley

a. Commercial Activity in Parks Permit App - 5/28/2022 8:00 AM

You will be required to provide a list with the name of each vendor and contact information for the vendor no later than 48 hours prior to the start of your event, using Form 100-d. Vendors who will be serving food or beverages will be required to provide Certificates of Insurance, naming the City as an additional named insured. Likewise, vendors providing activity items such as bounce houses, climbing walls, and similar activities are also required to provide the City with a Certificate of Insurance. You are encouraged to provide the vendor list and required Certificates of Insurance as early as possible. You can update the vendor list up to 48 hours prior to the start of your event. A fee of $5 per day, per vendor will be assessed. Nonprofit vendors are exempt from this fee.

Site Plan/Route Map

You will be required to provide an event site plan/route map. A PDF of the Park Map will be emailed separately to you for you to fill out. This map should include the information requested below. If an item does not apply to your event, please indicate so.

Does your event involve streets?
No

TRASH The City can provide extra trash cans upon request, but you are required to provide your own 33-gallon trash bags and must remove any trash in excess of the provided cans. Any trash outside of the provided cans must be removed from the property at the end of your event.

Will you need extra trash cans?
No

TOILETS Per OSHA regulation 1910.141(c)(1)(i), a specific number of toilets (water closets) are required per number of people in attendance. SEE CHART BELOW. You will be required to provide additional portable toilets if the number of people attending exceed the number of toilets that are onsite near the park shelter. Please check the appropriate number of people who will be attending your event. Parks will then determine how many additional portable toilets are needed.

Check one
15 to 35 people = Minimum of 2 water closets

Entertainment and Related Activities

As an event organizer, you must be certain that all event-related activities comply with local laws applicable to noise abatement. Please be aware that loud and unreasonable noise, including music, is a violation of law. Banners, pennants, flags, signs, streamers, inflatable displays and similar devices are also regulated by local ordinance. The City reserves the right to impose reasonable conditions and restrictions upon events using sound amplification equipment, horns, sirens, or similar noise-making equipment or devices, including, without limitation, conditions and restrictions relating to noise levels, time of day, duration, and location relative to residential zones, hospitals, schools, churches, or assisted living facilities.

Are there any musical features related to your event?
No

If yes, provide a listing of all bands/performers, type of music, sound check and performance schedule.

Will sound amplification be used?
No

If yes, describe the type of sound equipment that will be used

If yes, start time
Commercial Activity in Parks Permit Application

Buchanan, Ashley

a. Commercial Activity in Parks Permit App - 5/28/2022 8:00 AM

If yes, end time

Will you be bringing in stage platforms or items that require stakes in the ground?
No

If yes, please describe

Will inflatables, hot air balloons, bounce houses, climbing walls, or similar devices be used at your event?
No

If yes, please describe

Is lighting necessary?
No

Are you providing your own lighting?
No

Will you require electricity or water?
No

If yes, please describe your needs and sources for electrical power and water

Does your event include the use of fireworks, rockets, lasers, or other pyrotechnics?
No

If yes, please describe

Will your event include the use of any signs, banners or decorations?
Yes

If yes, please describe
Just basic signs so guests attending can find our location easily.

ALCOHOL

If you plan to have sales and/or consumption of alcoholic beverages at your event, you will be required to obtain a permit from the State and City. Alcohol is permitted only under limited circumstances in City parks and must be approved by the City Council.

Dos your event include the sale and or consumption of alcoholic beverages?
Yes

Food Concessions or Preparation
Commercial Activity in Parks Permit Application

Buchanan, Ashley

a. Commercial Activity in Parks Permit App - 5/28/2022 8:00 AM

Food facilities and handling must meet state, county, and City laws and regulations. Food handler permits are provided by the County. For information regarding food handler permits, contact the Health Department at 541-474-5325.

Does your event include food concession and/or preparation areas?
Yes

If yes, please describe how food will be served and/or prepared.
Most foods will already be pre packages or put together prior we will have things to keep things cool or warm to whichever we will be serving that day! It will mostly consist of breads, pastries, cheese nuts finger foods and small sandwiches. Some events we will have charcuterie boards.

Do you intend to cook food in the event area?
No

If yes, please specify method:

IMPORTANT NOTE:

Hold Harmless

Hold Harmless
Applicant agrees to defend, pay, save and hold harmless the City, its officers and employees, from any and all claims or lawsuits for personal injury or property damage arising from or in any way connected to the special event, except any claims arising solely out of the negligent acts of the City, its officers and employees.

Insurance Requirements
A Certificate of Insurance in the amount of $1,000,000 per occurrence and $2,000,000 aggregate, naming the City as an additional insured, is required and must be received prior to your event.

If your event will include alcohol, liquor liability coverage must be included on your Certificate of Insurance.

Affidavit of Applicant
The applicant and, if applicable, the professional event organizer, must complete, sign and date this application before submitting it.

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understand and agree to abide by the rules and regulations governing the proposed Commercial Event under the Grants Pass Municipal Code and I understand that this application is made subject to the rules and regulations established by the City Council and/or the City Manager or the City Manager's designee. Applicant agrees to comply with all other requirements of the city, county, state, federal government and any other applicable entity which may pertain to the use of the Commercial Event venue and the conducts of the Commercial Event. I agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am also authorized to commit the organization, and therefor agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the event to the City of Grants Pass.

Name of Applicant/Host:
Ashley Buchanan

Applicant Title
Owner PNW Paint N Wine

Applicant Signature

Buchanan, Ashley

Page: 6 of 7
When is a Fire Prevention Permit Required?

A permit is required when any of the following are proposed to operate (Oregon Fire Code 105.6 Required Operational Permits): -Assembly -Carnival -Fair -Exhibition -Tent or Canopy How do I apply for a permit? Call the Fire Prevention Bureau at 541-450-6200 to find out if your event requires a permit. Permit applications can be obtained at the Parkway Public Safety Center located at 800 E. Park St, Grants pass.
RESOLUTION NO.


WHEREAS:

1. The Grants Pass City Council believes that Paint N Wine is an important community event, which provides a public benefit by boosting local retail economies.

NOW, THEREFORE, BE IT RESOLVED the Council of the City of Grants Pass approves the commercial activity in Reinhart Volunteer Park for the Paint N Wine event scheduled on the following dates: June 8, 15, 22, 29, July 8, 13, 23, 30, August 5, 13, 20, 26, 27, September 3, 10, 14, 24, 2022.

EFFECTIVE DATE of this Resolution shall be immediate upon its passage by the City Council and approval by the Mayor.

ADOPTED by the Council of the City of Grants Pass, Oregon, in regular session this 18th day of May 2022.

SUBMITTED to and ______________ by the Mayor of the City of Grants Pass, Oregon, this _____ day of May 2022.

Sara Bristol, Mayor

ATTEST:

Karen Frerk, City Recorder

Approved as to form, Augustus Ogu, City Attorney
3.a. Appointment to the Sustainability and Energy Action Taskforce

There are two openings on this taskforce. Three candidates have applied. They are listed in alphabetical order.

Emily Berlant
Clair Highfield
Shannon Holst

Committee recommendation: The Sustainability and Energy Action Taskforce would like to provide the Council with following recommendations for SEAT membership:

Emily Berlant as the Solar Professional.

Emily brings a diverse and dynamic background to the taskforce. Her past work in energy programs and residential solar will be a great benefit to the existing skillsets on the group. She also has experience working with the City of Talent to create their clean energy action plan, a skill the taskforce felt would be of great assistance as the taskforce works to create a similar plan for Grants Pass.

Clair Highfield as the Forestry Representative

Clair brings a tremendous amount of experience to the taskforce, her background in solar power and her past work with Josephine County working with the Williams community Forest Project and previous experience working with local farms.

Councilor signature: ________________________________
**Dianne Phelan**

**From:** noreply@civicplus.com  
**Sent:** Saturday, April 9, 2022 10:24 AM  
**To:** Karen Frerk; Dianne Phelan  
**Subject:** Online Form Submittal: City Committee / Commission Appointment Application

**NOTICE:** This message originated outside the City of Grants Pass -- DO NOT CLICK on links or open attachments unless you are sure content is safe.

### City Committee / Commission Appointment Application

<table>
<thead>
<tr>
<th>Select the Board, Commission, or Committee applying for</th>
<th>Sustainability and Energy Taskforce</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wait List</td>
<td>No</td>
</tr>
</tbody>
</table>

**Personal Information**  
*Enter your personal information.*

<table>
<thead>
<tr>
<th>First Name</th>
<th>Emily</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last Name</td>
<td>Berlant</td>
</tr>
<tr>
<td>Residential Address</td>
<td></td>
</tr>
<tr>
<td>Zip Code</td>
<td></td>
</tr>
<tr>
<td>Mailing Address (if different)</td>
<td></td>
</tr>
<tr>
<td>Zip Code</td>
<td></td>
</tr>
<tr>
<td>Home Phone Number</td>
<td></td>
</tr>
<tr>
<td>Business Phone Number</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>Email Address</td>
<td></td>
</tr>
<tr>
<td>Occupation and Employer</td>
<td>Caregiver for my father</td>
</tr>
<tr>
<td>May we contact you at work?</td>
<td>Yes</td>
</tr>
<tr>
<td>City Resident</td>
<td>Yes</td>
</tr>
<tr>
<td>Question</td>
<td>Answer</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------</td>
</tr>
<tr>
<td>If yes, how many years?</td>
<td>22</td>
</tr>
<tr>
<td>County Resident</td>
<td>No</td>
</tr>
<tr>
<td>If yes, how many years?</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>City Wards</td>
<td>2</td>
</tr>
<tr>
<td><strong>Educational Background</strong></td>
<td><strong>Enter your educational background.</strong></td>
</tr>
<tr>
<td>High School</td>
<td>Graduated</td>
</tr>
<tr>
<td>College</td>
<td>Bachelor Degree</td>
</tr>
<tr>
<td>Trade or Business School</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>Have you ever been convicted of a felony?</td>
<td>No</td>
</tr>
<tr>
<td>Relevant Job History</td>
<td>7 years with 3Degrees Inc promoting voluntary renewable energy programs with electric and gas utilities; 7 months with Pure Light Power doing project management and administration for residential solar projects</td>
</tr>
<tr>
<td>Previous Volunteer/Committee Experience</td>
<td>4 years as elected city councilor with city of talent, liaison to together for talent committee, liaison to clean energy element committee, talent urban renewal board member</td>
</tr>
<tr>
<td>Community Involvement</td>
<td>10 years with rogue climate as volunteer and board member, helped develop Talent's clean energy action plan. Master Recycler and member of Talent Zero Waste team; developed BYOToGo program and Talent's ban on single use plastics pre-2020.</td>
</tr>
<tr>
<td>Authorization Waiver</td>
<td>I have completed the above questions and to the best of my knowledge, what has been stated is true. If appointed, I agree to serve without reimbursement of any kind. I understand that I maybe subject to a criminal records check. I further understand that irrespective of any criminal records check, the City of Grants Pass may decline my volunteer application or volunteer services at any time.</td>
</tr>
<tr>
<td>Verification</td>
<td>I verify the information in my application.</td>
</tr>
<tr>
<td>Applicant’s Name</td>
<td>Emily Berlant</td>
</tr>
<tr>
<td>Date</td>
<td>4/9/2022 10:15 AM</td>
</tr>
</tbody>
</table>

City Committee / Commission Appointment Questionnaire
*Fill out the following questions.*
Statement of your reasons for desiring to serve:

I have experience in another city with the research and development of clean energy and sustainability plans. I recently moved back to Grants Pass, where I grew up, and would be honored to apply what I’ve learned elsewhere to my hometown. Prior to the Covid pandemic, I had spent 10 years working in the renewable energy, waste management and sustainability sector.

Statement of any relevant concerns or goals to be achieved while serving in this position:

Practical measures can be presented but it comes down to a person and a communities willingness to change from business as usual.

What do you think are the most critical issues facing this local government in the next three years?

The intersection of a more extreme climate, houselessness, and apathy.

Are there some things about the City of Grants Pass that you have a special interest in?

Invigorating the younger community members to invest in their home.

Additional Information

Field not completed.

Responsibilities of Volunteers

As a volunteer with the City of Grants Pass, you are covered by the City of Grants Pass for liability and personal injury. Please read the following and sign:

What if I am accused of doing something wrong?

The city provides you with protection from liability for bodily injury or property damage you cause to someone else. We refer to this coverage as “Tort Liability.” The coverage is subject to the following conditions:

1. You limit your actions to only the duties assigned in your job description, or assigned by an authorized supervisor.

2. You perform your assigned duties in good faith, and do not act in a manner that is reckless or with intention to cause harm to others.

You are personally responsible when:

1. Your actions are contrary to the duties assigned in your job description, or assigned by an authorized supervisor.

2. You act maliciously, with the intent to cause unlawful damage or injury, or with gross recklessness.

3. You are accused of a crime.

4. You fail to cooperate with Risk Management or the City Attorney; or you act in such a way as to harm the City’s defense against the claim.
The limits of this protection are as stated in the Oregon Tort Claims Act, ORS 30.260 through 30.300.

What if I have an accident while driving a City vehicle? The City of Grants Pass will pay and defend claims against you for injury to people or property caused while operating a City owned vehicle to perform assigned duties. We refer to this coverage as "Vehicle Liability." The City will also pay for damages to the City vehicle.

Your insurance company will be responsible for the defense and payment of claims against you for injury to people or property caused while operating your personal vehicle.

The coverage is subject to the following conditions:

1. You report an accident that happens on City business to your supervisor immediately.

2. You cooperate fully with Risk Management and the City Attorney.

3. You have a valid driver's license, and follow all laws and rules while operating the vehicle.

You are not covered for an accident while driving when:

1. You operate your personally owned vehicle to perform City business. The City does not provide any protection for your vehicle. You are expected to have liability insurance, comprehensive & collision insurance for any personally owned vehicle that you use on City business. It is up to you to carry insurance on your vehicle.

2. You use a City vehicle or any other vehicle for personal use. The City does not provide any coverage if you drive a City vehicle or any other vehicle contrary to your job description or the directions of your supervisor.

The limits of this protection are as stated in the Oregon Tort Claims Act, ORS 30.260 through 30.300.

What if I get hurt? The City does not provide Workers' Compensation benefits for Registered Volunteers. The City provides an accident insurance policy for Registered Volunteers. It is limited only to injuries due to an accident while performing assigned volunteer duties. The coverage is subject to the following conditions:

1. Coverage pays after any available insurance which may apply to the same injury.

2. If you are injured in a private vehicle, the vehicle owner's insurance is responsible for your medical bills.

3. The amount of Insurance applicable per Registered Volunteer is as follows:
   a. Principal Sum - $2,500
   b. Capital Sum - $2,500
   c. Medical Indemnity - $25,000

Reporting an Accident
Any time you are involved in an accident, or have knowledge about a potential
If you experience a liability situation while performing assigned duties, you must notify your supervisor immediately.

<table>
<thead>
<tr>
<th>Verification</th>
<th>I have read and understood the insurance limitations.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Volunteer's Signature</td>
<td>Emily Berlant</td>
</tr>
<tr>
<td>Date</td>
<td>4/9/2022 10:15 AM</td>
</tr>
</tbody>
</table>

Email not displaying correctly? [View it in your browser.]
City Committee / Commission Appointment Application

Select the Board, Commission, or Committee applying for

| Sustainability and Energy Taskforce |

Wait List

Yes

Personal Information
Enter your personal information.

| First Name | Clair |
| Last Name | Highfield |
| Residential Address |
| Zip Code |
| Mailing Address (if different) |
| Zip Code |
| Home Phone Number |
| Business Phone Number |
| Email Address |
| Occupation and Employer | Solar Advisor |
| May we contact you at work? | Yes |
| City Resident | No |

[NOTICE: This message originated outside the City of Grants Pass -- DO NOT CLICK on links or open attachments unless you are sure content is safe.]
If yes, how many years?  
Field not completed.

County Resident  
Yes

If yes, how many years?  
8+

City Wards  
N/A

Educational Background  
Enter your educational background.

High School  
Field not completed.

College  
Bachelor Degree

Trade or Business School  
Southern Oregon University

Have you ever been convicted of a felony?  
No

Relevant Job History  
Solar Advisor, School Garden Educator, Outdoor School Educator,

Previous Volunteer/Committee Experience  
Williams Community Forest Project, Williams Citizen Advisory Committee, Special Transportation Advisory Committee

Community Involvement  
Land Use Leadership Initiative Graduate

Authorization Waiver  
I have completed the above questions and to the best of my knowledge, what has been stated is true. If appointed, I agree to serve without reimbursement of any kind. I understand that I maybe subject to a criminal records check. I further understand that irrespective of any criminal records check, the City of Grants Pass may decline my volunteer application or volunteer services at any time.

Verification  
I verify the information in my application.

Applicant's Name  
Clair Highfield

Date  
4/11/2022 9:15 PM

City Committee / Commission Appointment Questionnaire  
Fill out the following questions.

Statement of your reasons for desiring to serve:  
I was raised in Josephine County and I care about my family, friends and greater community and our ability to mitigate and adapt to our drying and warming climatic trends. My intention would be to provide the task force with the support of local solar experts.
Statement of any relevant concerns or goals to be achieved while serving in this position:

To participate in intelligent design and development of our region to allow for a thriving economy and healthy community with natural and cultural heritage as intact.

What do you think are the most critical issues facing this local government in the next three years?

The three most pressing issues are likely, droughts, fires and housing.

Are there some things about the City of Grants Pass that you have a special interest in?

Although I do not currently live in the City of Grants Pass, I am a Grants Pass High School graduate of 2003. My Special interests in Grants Pass are my mother, dear friends, the Reinhart Volunteer Park and the Rogue River.

Additional Information

Claire Highfield Resume 2022.docx

Responsibilities of Volunteers

As a volunteer with the City of Grants Pass, you are covered by the City of Grants Pass for liability and personal injury. Please read the following and sign:

What if I am accused of doing something wrong?

The city provides you with protection from liability for bodily injury or property damage you cause to someone else. We refer to this coverage as "Tort Liability." The coverage is subject to the following conditions:

1. You limit your actions to only the duties assigned in your job description, or assigned by an authorized supervisor.

2. You perform your assigned duties in good faith, and do not act in a manner that is reckless or with intention to cause harm to others.

You are personally responsible when:

1. Your actions are contrary to the duties assigned in your job description, or assigned by an authorized supervisor.

2. You act maliciously, with the intent to cause unlawful damage or injury, or with gross recklessness.

3. You are accused of a crime.

4. You fail to cooperate with Risk Management or the City Attorney; or you act in such a way as to harm the City's defense against the claim.

The limits of this protection are as stated in the Oregon Tort Claims Act, ORS 30.260 through 30.300.

What if I have an accident while driving a City vehicle?

The City of Grants Pass will pay and defend claims against you for injury to people or property caused while operating a City owned vehicle to perform assigned duties. We refer to this coverage as "Vehicle Liability." The City will also pay for damages to the City vehicle.
Your insurance company will be responsible for the defense and payment of claims against you for injury to people or property caused while operating your personal vehicle.

The coverage is subject to the following conditions:

1. You report an accident that happens on City business to your supervisor immediately.

2. You cooperate fully with Risk Management and the City Attorney.

3. You have a valid driver's license, and follow all laws and rules while operating the vehicle.

You are not covered for an accident while driving when:

1. You operate your personally owned vehicle to perform City business. The City does not provide any protection for your vehicle. You are expected to have liability insurance, comprehensive & collision insurance for any personally owned vehicle that you use on City business. It is up to you to carry insurance on your vehicle.

2. You use a City vehicle or any other vehicle for personal use. The City does not provide any coverage if you drive a City vehicle or any other vehicle contrary to your job description or the directions of your supervisor.

The limits of this protection are as stated in the Oregon Tort Claims Act, ORS 30.260 through 30.300.

What if I get hurt?
The City does not provide Workers' Compensation benefits for Registered Volunteers. The City provides an accident insurance policy for Registered Volunteers. It is limited only to injuries due to an accident while performing assigned volunteer duties. The coverage is subject to the following conditions:

1. Coverage pays after any available insurance which may apply to the same injury.

2. If you are injured in a private vehicle, the vehicle owner's insurance is responsible for your medical bills.

3. The amount of Insurance applicable per Registered Volunteer is as follows:
   a. Principal Sum - $2,500
   b. Capital Sum - $2,500
   c. Medical Indemnity - $25,000

Reporting an Accident
Any time you are involved in an accident, or have knowledge about a potential liability situation while performing assigned duties, you must notify your supervisor immediately.

Verification
I have read and understood the insurance limitations.

Volunteer's Signature
Clair Highfield

Date
4/11/2022 9:15 PM
Experience

True South Solar
Current
Solar Advisor

- Understand clients’ interests, goals and motivation in solar.
- Educate customers on products, processes, contracts, benefits, costs, incentives and payment options.
- Design solar systems to meet clients’ needs and desires while working within physical, budgetary or other restrictions.
- Generate work orders for the installation team.

Williams Community Forest Project (WFCP)
Volunteer/Coordinator

- Building and supporting volunteer leadership team to participate in program design and implementation for the “Protect Pipe Fork” project.
- Assisted in organizing and building community engagement for “Town meeting” with County Commissioner Dan DeYoung and County Forester Dave Streeter.
- Participated in identifying and engaging strategic partners (BLM, SOLC, EcoTrust) to meet WFCP visions and priorities.
- Organized and facilitated media team meetings in person and through zoom.
- Attended Board of County Commissioner meetings to observe and make a coordinated public comment with WFCP volunteers directly invested in the wellbeing of our forests and watersheds.

Oshala Farm
Operations Assistant,

- Performed and coordinated basic daily operations including production, order fulfillment, and customer communication such as incoming wholesale applications, requests for contracts and inquiries and orders by website, phone and email.
- Managed marketing, sales fulfillment, shipping, inventory, and customer relations.
- Managed WooCommerce online shop.
- Implemented new operations processes and utilization of software programs that increased workforce efficiency.
- Managed inventory for over 216 product variations with Finale Inventory software.
- Provided bilingual supervision and management (English and Spanish).
Herbs America Murphy, OR  
Demo/Event Trainer & Coordinator  
& Marketing Assistant  
May 2009 to May 2015

- General sales, marketing and customer service including incoming and outgoing phone calls and emails. Inputting/processing orders and general customer service.
- Trained sales representatives and customers on herbal product uses, benefits and cautions and contraindications within FDA regulations. Coordinated in-store product demonstrations with outside sales representatives and tracked progress and effectiveness.
- Collaborated with the production department to create an annual sales scheme based on product availability and sales trends. Assisted production department in preparing for Oregon Tilth Organic/Kosher inspections and reviewed/verified/provided Certificates of Analysis.
- Developed annual and quarterly sales schemes according to seasonal trends.
- Proficient with software used for daily tasks including in QuickBooks, Word, Excel, Power Point, and Benchmark Email.
- Coordinated and attended trade shows and events working with Brokers, Distributors, Wholesale accounts and retail customers.
- Coordinated and facilitated weekly marketing meetings and monthly marketing/production meetings.

AmeriCorps/ Mediation Works of Medford, Oregon.  
Mediator, Community Outreach and Mediation Coordinator  
September 2007-September 2008

- The Victim Offender Program included working with youth to teach empathy and accountability. Contacted victims to support them and discuss the opportunity to meet their youth offender.
- Conducted community outreach presentations. In English and Spanish (i.e. coordinating and presenting with local businesses and organizations) to increase community awareness of mediation services and to gain community support of Mediation Works.
- Coordinated Community Mediations; including case development, assessment for appropriateness for mediation and scheduling.
- Mediated family, community, victim and offenders, small claims court and Fed (landlord/tenant) mediations, and conducted Spanish speaking mediations.
- Maintained detailed statistics data for meeting grant requirements and applying to future grants for funding of the Non-Profit organization.
- Maintained confidentiality.

Education:
- Southern Oregon University Ashland OR, Bachelors in Human Communication & Spanish 2007
- Certified Mediator 2007 & 2008
- Land Use Leadership Initiative Graduate 2020

Other Experience
- Williams Citizen Advisory Committee, Communications Secretary 2019-2021
- Yoga Alliance, Yoga Teacher Certification RYT 200hr 2014
- Yoga Alliance, Yoga Teacher Certification RYT 500hr 2015
<table>
<thead>
<tr>
<th><strong>City Committee / Commission Appointment Application</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Select the Board, Commission, or Committee applying for</td>
</tr>
<tr>
<td>Sustainability and Energy Taskforce</td>
</tr>
<tr>
<td>Wait List</td>
</tr>
<tr>
<td><strong>Personal Information</strong></td>
</tr>
<tr>
<td><em>Enter your personal information.</em></td>
</tr>
<tr>
<td>First Name</td>
</tr>
<tr>
<td>Last Name</td>
</tr>
<tr>
<td>Residential Address</td>
</tr>
<tr>
<td>Zip Code</td>
</tr>
<tr>
<td>Mailing Address (if different)</td>
</tr>
<tr>
<td>Zip Code</td>
</tr>
<tr>
<td>Home Phone Number</td>
</tr>
<tr>
<td>Business Phone Number</td>
</tr>
<tr>
<td>Email Address</td>
</tr>
<tr>
<td>Occupation and Employer</td>
</tr>
<tr>
<td>May we contact you at work?</td>
</tr>
<tr>
<td>City Resident</td>
</tr>
</tbody>
</table>

[NOTICE: This message originated outside the City of Grants Pass -- DO NOT CLICK on links or open attachments unless you are sure content is safe.]
If yes, how many years? 3
County Resident Yes
If yes, how many years? 3
City Wards 1

Educational Background
Enter your educational background.

High School Graduated
College Some College
Trade or Business School Field not completed.
Have you ever been convicted of a felony? No
Relevant Job History Field not completed.
Previous Volunteer/Committee Experience I have volunteered with numerous environmental and animal organizations. I have also been involved with park and beach cleanups. I have volunteered with multiple shelters, the Red Cross, Operation Gratitude, and For The Troops.
Community Involvement I started a youth group that focused on getting kids outside. It offered children a chance to explore and learn about the natural world around them. It also focused on trash pickup and community.

Authorization Waiver
I have completed the above questions and to the best of my knowledge, what has been stated is true. If appointed, I agree to serve without reimbursement of any kind. I understand that I maybe subject to a criminal records check. I further understand that irrespective of any criminal records check, the City of Grants Pass may decline my volunteer application or volunteer services at any time.

Verification I verify the information in my application.

Applicant's Name Shannon Holst
Date 4/28/2022 9:00 PM

City Committee / Commission Appointment Questionnaire
Fill out the following questions.

Statement of your reasons for desiring to serve: I am an Oregon State University student, double majoring in Sustainability and Sociology (with an emphasis on natural resources and the environment). As a longtime lover of the natural world and a mother, I have made sustainability a priority
in my life. I am constantly looking for ways to make the world a better place for people, wildlife, and the environment. I understand that humans are a part of the natural world, not separate. We have a unique opportunity to preserve that relationship. I am interested in getting involved at a local and city level to help achieve this goal. I believe that through education and community we can do our part to ensure a better planet for future generations.

**Statement of any relevant concerns or goals to be achieved while serving in this position:**

If I am lucky enough to get a spot on the task force, I hope to focus on projects I would like to highlight the importance of educating the community. I think that this is an important step to ensure the longevity of future projects.

**What do you think are the most critical issues facing this local government in the next three years?**

I think one of the biggest issues this local government faces is the influx of people moving to the area. I think that we are going to see many issues including an ongoing housing shortage and potential issues involving new development. Another issue to consider is the increase in homelessness in the area. Not only does this have devastating impacts on the families and individuals but also impacts the environment (increase in trash/pollution).

**Are there some things about the City of Grants Pass that you have a special interest in?**

As a mother of two sons, 2 and 4, I have a special interest in the health of our planet and the economy for future generations. I hope to encourage our youth to respect and appreciate their natural world and one another. I also have an interest in vulnerable populations and equality.

**Additional Information**

*Field not completed.*

**Responsibilities of Volunteers**

*As a volunteer with the City of Grants Pass, you are covered by the City of Grants Pass for liability and personal injury. Please read the following and sign:*

What if I am accused of doing something wrong?

*The city provides you with protection from liability for bodily injury or property damage you cause to someone else. We refer to this coverage as "Tort Liability." The coverage is subject to the following conditions:*

1. **You limit your actions to only the duties assigned in your job description, or assigned by an authorized supervisor.**

2. **You perform your assigned duties in good faith, and do not act in a manner that is reckless or with intention to cause harm to others.**

You are personally responsible when:

1. **Your actions are contrary to the duties assigned in your job description, or assigned by an authorized supervisor.**

2. **You act maliciously, with the intent to cause unlawful damage or injury, or with**
gross recklessness.

3. You are accused of a crime.

4. You fail to cooperate with Risk Management or the City Attorney; or you act in such a way as to harm the City's defense against the claim.

The limits of this protection are as stated in the Oregon Tort Claims Act, ORS 30.260 through 30.300.

What if I have an accident while driving a City vehicle? The City of Grants Pass will pay and defend claims against you for injury to people or property caused while operating a City owned vehicle to perform assigned duties. We refer to this coverage as "Vehicle Liability." The City will also pay for damages to the City vehicle.

Your insurance company will be responsible for the defense and payment of claims against you for injury to people or property caused while operating your personal vehicle.

The coverage is subject to the following conditions:

1. You report an accident that happens on City business to your supervisor immediately.

2. You cooperate fully with Risk Management and the City Attorney.

3. You have a valid driver's license, and follow all laws and rules while operating the vehicle.

You are not covered for an accident while driving when:
1. You operate your personally owned vehicle to perform City business. The City does not provide any protection for your vehicle. You are expected to have liability insurance, comprehensive & collision insurance for any personally owned vehicle that you use on City business. It is up to you to carry insurance on your vehicle.

2. You use a City vehicle or any other vehicle for personal use. The City does not provide any coverage if you drive a City vehicle or any other vehicle contrary to your job description or the directions of your supervisor.

The limits of this protection are as stated in the Oregon Tort Claims Act, ORS 30.260 through 30.300.

What if I get hurt? The City does not provide Workers' Compensation benefits for Registered Volunteers. The City provides an accident insurance policy for Registered Volunteers. It is limited only to injuries due to an accident while performing assigned volunteer duties. The coverage is subject to the following conditions:

1. Coverage pays after any available insurance which may apply to the same injury.

2. If your are injured in a private vehicle, the vehicle owner's insurance is responsible for your medical bills.
3. The amount of Insurance applicable per Registered Volunteer is as follows:
   a. Principal Sum - $2,500
   b. Capital Sum - $2,500
   c. Medical Indemnity - $25,000

Reporting an Accident
Any time you are involved in an accident, or have knowledge about a potential liability situation while performing assigned duties, you must notify your supervisor immediately.

Verification
I have read and understood the insurance limitations.

Volunteer's Signature
Shannon Holst

Date
4/28/2022 9:15 PM

Email not displaying correctly? View it in your browser.
Resolution authorizing the City Manager to enter into an agreement with Control Systems Northwest for water system remote SCADA upgrades.

Date: May 18, 2022

SUBJECT AND SUMMARY:

Consider a resolution authorizing the City Manager to enter into an agreement with Control Systems Northwest for water system remote Supervisory Control and Data Acquisition (SCADA) upgrades.

RELATIONSHIP TO COUNCIL GOALS:

This supports the Council’s goal of maintain, operate and expand our infrastructure to meet community needs by upgrading the water system telemetry systems in a coordinated, fiscally-sound, efficient, and regulatory-compliant manner.

CALL TO ACTION SCHEDULE:

The current remote SCADA telemetry system is 22 years old, outdated and phasing out of support by the vendor. The phased project will be complete to coincide with the completion of the replacement Water Treatment Plant. Call to action schedule: May 18, 2022.

BACKGROUND:

In preparation of the Water Restoration Plant (WRP) upgrade, Carollo Engineers conducted a SCADA assessment for both the Water and Wastewater utilities. This assessment pointed out the current hardware and software of the SCADA and remote telemetry systems are obsolete, difficult to obtain parts and are phasing out of support by the manufacturer. The recommended actions included a standardized platform for both utilities.

The current radio network has several limitations that reduce the effectiveness of future upgrades. The network is limited in bandwidth, not allowing high speed transfer of data and video between remote sites and the Water Treatment Plant. The current radio network also does not use current security protocols, making it potentially vulnerable to interception.

ITEM: 5.a. RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CONTROL SYSTEMS NORTHWEST FOR WATER SYSTEM REMOTE SCADA UPGRADES.
Staff Report (continued):

Task Order 3 from Control Systems Northwest (CSNW) will begin the process of the complete replacement of all remote telemetry equipment in a phased approach. Phase 1 will provide the City with documentation of all remote industrial control system components, device connections, radio and antenna requirements, data bandwidth requirements. The project will also generate a set of specifications for future remote sites such as the proposed Reservoir 17 (Meadow Wood).

It is important to complete the project prior to completion of the replacement Water Treatment Plant to prevent installation of obsolete equipment into the new facility.

COST IMPLICATION:

Revenue Source: The maximum fee for the Task Order No. 3 Peripheral Site Communication and Control Design is not to exceed $69,525 and is available within the Water Capital Fund under Project No. WA6415.

ALTERNATIVES:

1. Council can approve the resolution authorizing the City Manager to enter into an agreement with CSNW to perform investigative and design work to begin remote telemetry replacement;

2. Council could decide not to approve the resolution authorizing the City Manager to enter into an agreement with CSNW to perform investigative and design work to begin remote telemetry replacement and direct staff to take another course of action; or

3. Council could decide not to proceed with any remote telemetry upgrades.

RECOMMENDED ACTION:

It is recommended that Council approve the resolution authorizing the City Manager to enter into an agreement with CSNW to perform investigative and design work to begin remote telemetry replacement.

POTENTIAL MOTION:

I move to adopt the resolution authorizing the City Manager to enter into an agreement with Control Systems Northwest for water system remote SCADA upgrades.
RESOLUTION NO.

A RESOLUTION OF THE COUNCIL OF THE CITY OF GRANTS PASS
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH
CONTROL SYSTEMS NORTHWEST FOR WATER SYSTEM REMOTE SCADA
UPGRADES.

WHEREAS:

1. The current Supervisory Control and Data Acquisition (SCADA) system for the
water system is reaching the end of its effective life cycle and will no longer be
supported by the manufacturers; and

2. The City of Grants Pass SCADA master plan recommends standardization of
SCADA systems between the Water and Wastewater utilities; and

3. The radio systems have bandwidth and potential security issues that make them
not as effective for current SCADA communications; and

4. Control Systems Northwest (CSNW) is the City’s current SCADA master services
provider; and

5. Staff have negotiated a phased approach that will replace all current remote
telemetry with planned completion prior to completion of the replacement Water
Treatment Plant; and

6. The City of Grants Pass has sufficient funds for the SCADA upgrade within the
Water Capital Fund.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Grants
Pass that the City Manager is authorized to enter into an agreement with CSNW for
water system remote site SCADA upgrades as set forth in Exhibit ‘A’, which is attached
to and incorporated herein,

EFFECTIVE DATE of this Resolution shall be immediate upon the passage by
the City Council and approval by the Mayor.

ADOPTED by the Council of the City of Grants Pass, Oregon, in regular session
this 18th day of May 2022.

SUBMITTED to and __________________ by the Mayor of the City of Grants Pass,
Oregon, this ___ day of May 2022.

_______________________________
Sara Bristol, Mayor

ATTEST:

______________________________
Karen Frerk, City Recorder

Approved as to form Augustus Ogu, City Attorney

71
Exhibit A

Work Order

In accordance with our General Services Agreement for the WTP Supervisory Control and Data Acquisition Maintenance Services project dated 01/19/2021, this is an authorization to engage in the work as described below. The work will be performed and invoiced using the terms and conditions listed in the original agreement, plus previous amendments.

Project Name: Peripheral Site Communications and Control Design

<table>
<thead>
<tr>
<th>Client Name</th>
<th>City of Grants Pass</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client Project No.</td>
<td>CSNW Project No. 0200155.2X</td>
</tr>
<tr>
<td>Client Project Manager</td>
<td>Jason Canady/Adam Smith</td>
</tr>
<tr>
<td>Project Location</td>
<td>Grants Pass, Oregon</td>
</tr>
<tr>
<td>CSNW Project Manager</td>
<td>Eric Summers</td>
</tr>
<tr>
<td>Date Developed</td>
<td>4/7/2022</td>
</tr>
<tr>
<td>Expected Completion</td>
<td>8/1/2022</td>
</tr>
</tbody>
</table>

Description of Work

Refer to Scope of Work (Exhibit A) for complete description of work.

Assumptions

Refer to Scope of Work (Exhibit A) for complete assumptions.

Fee Estimate

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Hours</th>
<th>Total Labor</th>
<th>Total Expense</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration Services</td>
<td>7</td>
<td>$1,015</td>
<td>$25</td>
<td>$1,040</td>
</tr>
<tr>
<td>Manage CSNW Team, Track Work Elements, and Prepare Monthly Invoices</td>
<td>7</td>
<td>$1,015</td>
<td>$25</td>
<td>$1,040</td>
</tr>
<tr>
<td>Peripheral Site Control System Investigation</td>
<td>176</td>
<td>$31,289</td>
<td>$9,474</td>
<td>$40,763</td>
</tr>
<tr>
<td>Coordinate with City and Vendors for Peripheral Sites and WTP</td>
<td>10</td>
<td>$1,870</td>
<td>$47</td>
<td>$1,917</td>
</tr>
<tr>
<td>Conduct Project Kickoff Meeting</td>
<td>6</td>
<td>$1,024</td>
<td>$1,573</td>
<td>$2,597</td>
</tr>
<tr>
<td>Conduct Investigation of Peripheral Site Networking Devices</td>
<td>30</td>
<td>$5,265</td>
<td>$573</td>
<td>$5,838</td>
</tr>
<tr>
<td>Conduct Investigation of Peripheral Site Control Equipment</td>
<td>30</td>
<td>$5,265</td>
<td>$573</td>
<td>$5,838</td>
</tr>
<tr>
<td>Conduct Investigation of Peripheral Site Analytical Equipment</td>
<td>30</td>
<td>$5,265</td>
<td>$573</td>
<td>$5,838</td>
</tr>
<tr>
<td>Conduct Investigation of Existing Inputs and Outputs to Each Local Processor</td>
<td>30</td>
<td>$5,265</td>
<td>$153</td>
<td>$5,418</td>
</tr>
<tr>
<td>Conduct Investigation of Existing System Hydraulics and Current Control Strategies</td>
<td>10</td>
<td>$1,755</td>
<td>$181</td>
<td>$1,936</td>
</tr>
<tr>
<td>Conduct Workshop to Review CSNW Findings, City Needs, and Possible Site Modifications</td>
<td>10</td>
<td>$1,755</td>
<td>$181</td>
<td>$1,936</td>
</tr>
<tr>
<td>Phased Upgrade Plan and Budget</td>
<td>112</td>
<td>$20,288</td>
<td>$1,202</td>
<td>$21,490</td>
</tr>
<tr>
<td>Provide Budget Pricing for Each Peripheral Site per Task 2 Workshop</td>
<td>100</td>
<td>$18,240</td>
<td>$1,006</td>
<td>$19,246</td>
</tr>
<tr>
<td>Conduct Workshops to Discuss Budget Pricing and Control Modifications to Meet City Requirements</td>
<td>12</td>
<td>$2,048</td>
<td>$106</td>
<td>$2,154</td>
</tr>
<tr>
<td>Peripheral Site Preliminary Design</td>
<td>58</td>
<td>$10,352</td>
<td>$1,119</td>
<td>$11,471</td>
</tr>
<tr>
<td>Provide Final Budget Pricing Based on Task 3 Workshop</td>
<td>20</td>
<td>$3,740</td>
<td>$129</td>
<td>$3,869</td>
</tr>
<tr>
<td>Prepare Technical Memorandum</td>
<td>38</td>
<td>$6,612</td>
<td>$590</td>
<td>$7,202</td>
</tr>
<tr>
<td>PROJECT TOTAL</td>
<td>353</td>
<td>$62,944</td>
<td>$6,581</td>
<td>$69,525</td>
</tr>
</tbody>
</table>

By signing, Client verifies that the signing individual has the authority to enter into a contract with CSNW and authorizes CSNW to proceed with work. This Work Order is valid within 30 days of development as identified above.

Control Systems NW, LLC
CCM# 228012

Signature

Print Name/Title

Date

City of Grants Pass

Signature

Print Name/Title

Date
EXHIBIT A
Scope of Work
City of Grants Pass
Water Treatment Plant
Peripheral Site Communications and Control Design
April 2022

Background
The City of Grants Pass (City) has requested Control Systems NW, LLC, (CSNW) to provide budget pricing for Peripheral Site Communications and Control Design (Project). The Project will consist of investigating, planning, and preliminary design for 21 peripheral distribution sites consisting of 8 reservoirs, 13 booster pump stations, and the main Water Treatment Plant (WTP) for the concentration of communications to and from all remote sites. This investigation and preliminary design will assist the City with identifying legacy control system components that are vital for the monitoring, control, and distribution of water from the WTP, will identify control equipment with end-of-life status, will allow CSNW and the City to review control strategies that may increase efficiencies of equipment operation, will assist with creating budget pricing for system improvements, and will help create a phased approach to system improvements.

Scope of Work
CSNW will furnish coordination, labor, and preliminary design for the Project. In addition, CSNW will work with the City in a team setting to coordinate deliverables and accomplish the Project in a timely fashion to meet the City’s needs.

This Scope of Work includes:

- Task 1: Administration Services
- Task 2: Peripheral Site Control System Investigation
- Task 3: Phased Upgrade Plan and Budget
- Task 4: Peripheral Site Preliminary Design

Task 1 – Administration Services

Objective: Administer project records and coordinate with the CSNW project team.

Approach:

1.1 Manage CSNW Team, Track Work Elements, and Prepare Monthly Invoices – Manage the CSNW project team to track work elements accomplished, man hours, scope changes, time, and budget. Anticipate work for the following week and identify potential problems or changes. Submit monthly invoices summarizing costs and reimbursable expenses.
Assumptions:
- *It is assumed Task 1 will be necessary for the duration of this contract.*

**CSNW Deliverables:**
- Monthly invoices.

**Task 2 – Peripheral Site Control System Investigation**

**Objective:** Provide coordination, on-site investigation, and workshop for twenty-one (21) peripheral sites and the WTP.

**Approach:**

2.1 *Coordinate with City and Vendors for Peripheral Sites and WTP – Subtask to include:*
- Coordinate and schedule meetings and workshops with the City, and obtain existing project information.
- Coordinate with manufacturers regarding legacy devices.
- Coordinate with vendors to obtain pricing for replacement of control devices designed by CSNW.

2.2 *Conduct Project Kickoff Meeting – Subtask to include:*
- Identify City roles in site investigations and delivery of existing site documentation.
- Identify linear approach to site investigations based on site location.

2.3 *Conduct Investigation of Peripheral Site Networking Devices – Subtask to include:*
- Conduct on-site investigation of networking devices such as radios, modems, ethernet modules, protocol devices, and ethernet switches required for networking the control system.

2.4 *Conduct Investigation of Peripheral Site Control Equipment – Subtask to include:*
- Conduct on-site investigation of peripheral site Programmable Logic Controllers (PLCs), Operator Interfaces (OI), Variable Frequency Drives (VFDs), soft start electronic motor starters, Across the Line (ATL) motor starters, Cla-Val valves and associated solenoids, and motor operated valves.

2.5 *Conduct Investigation of Peripheral Site Analytical Equipment – Subtask to include:*
- Conduct on-site investigation of peripheral site pressure transmitters, flow meters, level indicators, pH sensors, Cl₂ sensors, and existing system monitoring devices.
2.6 **Conduct Investigation of Existing Inputs and Outputs to Each Local Processor** – Subtask to include:

- Conduct on-site investigation of existing control logic to identify existing inputs and outputs (IO) that are being monitored and controlled from the local PLC. This subtask also includes physically proving each IO for confirmation that the IO is in fact being utilized per the PLC program.

- Identify IO data that can be controlled or obtained in another fashion to reduce the amount of PLC modules or logic that would be required for operation.

2.7 **Conduct Investigation of Existing System Hydraulics and Current Control Strategies** – Subtask to include:

- Identify prior subtask equipment for CSNW and the City to review current control strategies and compare alternate equipment to obtain greater efficiencies and possible reduced power usage in the water distribution system.

2.8 **Conduct Workshop to Review CSNW Findings, City Needs, and Possible Site Modifications** – Subtask to include:

- Work in a team setting with the City to review Task 2 information obtained during each site visit.

- Identify possible control equipment improvements.

- Discuss current control strategies and possible modifications with new equipment.

- Discuss current control equipment or devices that create challenges for the City.

- Discuss system control equipment standardization.

- Discuss positives and negatives for upgraded communication equipment.

**Assumptions:**

- *Coordination with the City on expectations regarding existing site documentation, existing equipment, and site investigations is imperative to maintain project completion in a timely fashion.*

**Provided by City:**

- Staff to be available for on-site visits and verification of equipment by CSNW.

**CSNW Deliverables:**

- Deliverables listed in Task 2 subtasks.

**Task 3 – Phased Upgrade Plan and Budget**

**Objective:** Provide initial budget pricing for peripheral sites and workshop for fine tuning.
Approach:

3.1 **Provide Budget Pricing for Each Peripheral Site per Task 2 Workshop** – Subtask to include:
   - Provide fee estimate budget pricing for twenty-one (21) peripheral sites and the WTP to include costs for final design, control equipment, analytical devices, manufacturing, installation, and programming.

3.2 **Conduct Workshop to Discuss Budget Pricing and Control Modifications to Meet City Requirements** – Subtask to include:
   - Work in a team setting with the City to review initial budget pricing from Task 3.

Assumptions:

- **Initial budget pricing to reflect subtask information obtained, level of available existing site documentation received from the City, changes in control strategies per prior Project workshops, and efforts required beyond what the City will be able to provide for installation.**
- **Due to economic challenges, pricing received from vendors may be subject to change without notice.**

Provided by City:

- City personnel available for workshop.
- City personnel available for questions regarding sites during budget subtask.

CSNW Deliverables:

- Deliverables listed in Task 3 subtasks.

**Task 4 – Peripheral Site Preliminary Design**

**Objective:** Provide final budgetary costs and phased approach to peripheral site improvements in a technical memorandum.

Approach:

4.1 **Provide Final Budget Pricing Based on Task 3 Workshop** – Subtask to include:
   - Provide the City with final fee estimate budget pricing for twenty-one (21) sites and the WTP based on the results of the Task 3 workshop.

4.2 **Prepare Technical Memorandum** – Subtask to include:
   - Prepare a technical memorandum containing site findings for twenty-one (21) peripheral sites and the WTP, CSNW recommendations based on prior workshops and on-site investigations, and a phased approach for improvements based on workshops, site precedence, and availability of sites being secured for installation.
Assumptions:

- *Due to economic challenges, pricing received from vendors may be subject to change without notice.*

- *Technical memorandum delivered to the City will reflect information regarding existing site networking, control, and analytical devices along with CSNW recommendations for improvements to each site based on investigations and workshops conducted during Task 2 and Task 3.*

Provided by City:

- City personnel final review.

CSNW Deliverables:

- Deliverables listed in Task 4 subtasks.

PROJECT TERM

Services to commence upon execution of the agreement with an expiration of August 1, 2022.

FEE FOR SERVICES

The fee for services shall be on a time-and-expense basis. The fee for services shall not exceed $69,525 without prior written authorization of the City.
## CONTROL SYSTEMS NW LLC
### 2022 SCHEDULE OF RATES AND CHARGES

<table>
<thead>
<tr>
<th>RATE LIST</th>
<th>RATE</th>
<th>UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional I</td>
<td>$150</td>
<td>$/hr</td>
</tr>
<tr>
<td>Professional II</td>
<td>$164</td>
<td>$/hr</td>
</tr>
<tr>
<td>Professional III</td>
<td>$177</td>
<td>$/hr</td>
</tr>
<tr>
<td>Professional IV</td>
<td>$195</td>
<td>$/hr</td>
</tr>
<tr>
<td>Professional V</td>
<td>$207</td>
<td>$/hr</td>
</tr>
<tr>
<td>Professional VI</td>
<td>$224</td>
<td>$/hr</td>
</tr>
<tr>
<td>Professional VII</td>
<td>$236</td>
<td>$/hr</td>
</tr>
<tr>
<td>Professional VIII</td>
<td>$246</td>
<td>$/hr</td>
</tr>
<tr>
<td>Professional IX</td>
<td>$246</td>
<td>$/hr</td>
</tr>
<tr>
<td>Control Specialist I</td>
<td>$136</td>
<td>$/hr</td>
</tr>
<tr>
<td>Control Specialist II</td>
<td>$147</td>
<td>$/hr</td>
</tr>
<tr>
<td>Control Specialist III</td>
<td>$161</td>
<td>$/hr</td>
</tr>
<tr>
<td>Control Specialist IV</td>
<td>$177</td>
<td>$/hr</td>
</tr>
<tr>
<td>Control Specialist V</td>
<td>$187</td>
<td>$/hr</td>
</tr>
<tr>
<td>Control Specialist VI</td>
<td>$200</td>
<td>$/hr</td>
</tr>
<tr>
<td>Control Specialist VII</td>
<td>$213</td>
<td>$/hr</td>
</tr>
<tr>
<td>Control Specialist VIII</td>
<td>$224</td>
<td>$/hr</td>
</tr>
<tr>
<td>Technician I</td>
<td>$113</td>
<td>$/hr</td>
</tr>
<tr>
<td>Technician II</td>
<td>$124</td>
<td>$/hr</td>
</tr>
<tr>
<td>Technician III</td>
<td>$142</td>
<td>$/hr</td>
</tr>
<tr>
<td>Technician IV</td>
<td>$152</td>
<td>$/hr</td>
</tr>
<tr>
<td>Technician V</td>
<td>$167</td>
<td>$/hr</td>
</tr>
<tr>
<td>Technician VI</td>
<td>$183</td>
<td>$/hr</td>
</tr>
<tr>
<td>Technician VII</td>
<td>$198</td>
<td>$/hr</td>
</tr>
<tr>
<td>Technician VIII</td>
<td>$207</td>
<td>$/hr</td>
</tr>
<tr>
<td>Administrative I</td>
<td>$75</td>
<td>$/hr</td>
</tr>
<tr>
<td>Administrative II</td>
<td>$88</td>
<td>$/hr</td>
</tr>
<tr>
<td>Administrative III</td>
<td>$103</td>
<td>$/hr</td>
</tr>
<tr>
<td>Administrative IV</td>
<td>$123</td>
<td>$/hr</td>
</tr>
<tr>
<td>Administrative V</td>
<td>$145</td>
<td>$/hr</td>
</tr>
<tr>
<td>CAD/GIS System</td>
<td>$27.50</td>
<td>$/hr</td>
</tr>
<tr>
<td>CAD Plots - Half Size</td>
<td>$2.50</td>
<td>price per plot</td>
</tr>
<tr>
<td>CAD Plots - Full Size</td>
<td>$10.00</td>
<td>price per plot</td>
</tr>
<tr>
<td>CAD Plots - Large</td>
<td>$25.00</td>
<td>price per plot</td>
</tr>
<tr>
<td>Copies (bw) 8.5&quot; X 11&quot;</td>
<td>$0.09</td>
<td>price per copy</td>
</tr>
<tr>
<td>Copies (bw) 8.5&quot; X 14&quot;</td>
<td>$0.14</td>
<td>price per copy</td>
</tr>
<tr>
<td>Copies (bw) 11&quot; X 17&quot;</td>
<td>$0.20</td>
<td>price per copy</td>
</tr>
<tr>
<td>Copies (color) 8.5&quot; X 11&quot;</td>
<td>$0.90</td>
<td>price per copy</td>
</tr>
<tr>
<td>Copies (color) 8.5&quot; X 14&quot;</td>
<td>$1.20</td>
<td>price per copy</td>
</tr>
<tr>
<td>Copies (color) 11&quot; X 17&quot;</td>
<td>$2.00</td>
<td>price per copy</td>
</tr>
<tr>
<td>Technology Charge</td>
<td>2.50%</td>
<td>% of Direct Labor</td>
</tr>
<tr>
<td>Mileage</td>
<td>$0.585</td>
<td>price per mile (or Current IRS Rate)</td>
</tr>
<tr>
<td>Subconsultants/Subcontractors</td>
<td>15%</td>
<td>Cost +</td>
</tr>
<tr>
<td>Material</td>
<td>15%</td>
<td>Cost +</td>
</tr>
</tbody>
</table>

Rates listed are adjusted annually.
Resolution authorizing the City Manager to renew the contract for data communication services with Hunter Communications.

Date: May 18, 2022

SUBJECT AND SUMMARY:

The City’s data communication services are a critical means of communication while carrying out the business of the City. The City acquires these services through a vendor-provided fiber optic network system. This action will continue to provide for these services through contract.

RELATIONSHIP TO COUNCIL GOALS:

This supports Council’s goal of LEADERSHIP by effectively securing reliable data communication services for the City.

CALL TO ACTION SCHEDULE:

The need for data communication services is both current and ongoing. Call to action schedule: May 18, 2022.

BACKGROUND:

The City utilizes a fiber optic network system for internet access and wide-area network connection between 11 City facilities. The fiber optic network provides fast, reliable data connections, facilitating email, application data access and file sharing across all City facilities. As a vendor provided system, the ongoing costs of system upgrades and maintenance are the responsibility of the vendor.

The City requires a reliable data system to communicate with citizens, vendors, colleagues and employees during time of emergency and normal City operations. A three-year contract renewal will allow for continuation of existing services with consistent pricing.

The current contract with Hunter Communications expires on June 30, 2022. The intent of this action is to renew the contract from July 1, 2022, through June 30, 2025.

A copy of the proposed data communication services renewal contract is attached as Exhibit ‘A’.

ITEM: 5.b. RESOLUTION AUTHORIZING THE CITY MANAGER TO RENEW THE CONTRACT FOR DATA COMMUNICATION SERVICES WITH HUNTER COMMUNICATIONS.
Staff Report (continued):

COST IMPLICATION:

Revenue Source: Operating budget, allocated by the Information Technology Department. Approximately $6,345 per month for the three-year period.

ALTERNATIVES:

1. Authorize the three-year contract renewal with Hunter Communications;
2. Direct staff to secure data communication services through another means; or
3. Take no action at this time.

RECOMMENDED ACTION:

It is recommended Council approve the resolution authorizing the City Manager to renew the contract for data communication services with Hunter Communications.

POTENTIAL MOTION:

I move to adopt the resolution authorizing the City Manager to renew the contract for data communication services with Hunter Communications.
RESOLUTION NO.

A RESOLUTION OF THE COUNCIL OF THE CITY OF GRANTS PASS
AUTHORIZING THE CITY MANAGER TO RENEW THE CONTRACT FOR DATA
COMMUNICATION SERVICES WITH HUNTER COMMUNICATIONS.

WHEREAS:

1. The City has demand for data communication services; and

2. The City entered into a five-year contract for data communication services with Hunter Communications, which will reach end of term June 30, 2022; and

3. The City is receiving excellent services and support and desires to renew the contract; and

4. The City of Grants Pass has budgeted sufficient funds to pay for data communication services.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Grants Pass that the City Manager is authorized to renew the contract with Hunter Communications, which is attached hereto and incorporated herein as Exhibit ‘A.’

EFFECTIVE DATE of this Resolution shall be immediate upon its passage by the City Council and approval by the Mayor.

ADOPTED by the Council of the City of Grants Pass, Oregon, in regular session this 18th day of May 2022.

SUBMITTED to and _____________ by the Mayor of the City of Grants Pass, Oregon, this ___ day of May 2022.

______________________________
Sara Bristol, Mayor

ATTEST:

______________________________
Karen Frerk, City Recorder

Date submitted to Mayor: ___________

Approved as to Form, Augustus Ogu, City Attorney
(322*) CITY OF GRANTS PASS - Renewal / Upgrade

City of Grants Pass
101 Northwest A Street
Grants Pass, OR 97526
United States

Ken Selland
Information Technology Manager
kselland@grantspassoregon.gov
541-450-6186

Reference: 20220224-153721221
Quote created: February 24, 2022
Quote expires: May 2, 2022

Total $6,345.00

<table>
<thead>
<tr>
<th>PRODUCTS &amp; SERVICES</th>
<th>QUANTITY</th>
<th>TERM</th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Renewal - Data</td>
<td>1</td>
<td>for 3 years</td>
<td>$6,345.00 / month</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SUBTOTALS</th>
<th></th>
<th></th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly subtotal</td>
<td></td>
<td></td>
<td>$6,345.00</td>
</tr>
</tbody>
</table>

Total $6,345.00
Comments

**Renewal term shall commence on the first of the month on the next billing cycle. In the event that Customer's current term is not fulfilled upon acceptance of this Service Order, renewal term shall commence on the first of the month following the expiration of Customer's existing term. Discount is subject to change with any service modifications requested by Customer that result in a lower MRC than originally detailed herein. Changes to data service features (i.e. QinQ, static IP's, etc.) may be done via a Change Order form; changes to data service require a new mutually agreed upon SO or change order addendum.

Further changes may be made to voice services in accordance with this SO and the Master Services Agreement (MSA) or mutually agreed upon Addendum. Any changes to Voice Services requested by Customer that result in an MRC of less than 75% of the Voice MRC agreed to herein will cause the Agreement to be terminated with cause and Customer will be responsible for all applicable termination fees.

Purchase Terms

By accepting this Service Order, I certify that I have the authority to sign on behalf of the individual or organization this Service Order is intended for. If this Service Order has any errors (e.g. typos, incorrect legal business or entity name, etc.), it shall be assumed that the individual or organization responsible for this contract is the one most closely associated with the signatory whether it be by name, service address, place of business receiving Hunter services, or business ABN/DBA (whether a registered ABN/DBA of the individual or organization or not).

The above rates do not include any taxes, fees, or surcharges applicable to the service. Unless otherwise noted on a product all standard contract terms are for 36 months.

By accepting this Service Order, I certify that I have the authority to sign on behalf of the individual or organization this Service Order is intended for. If this Service Order has any errors (e.g. typos, incorrect legal business or entity name, etc.), it shall be assumed that the individual or organization responsible for this contract is the one most closely associated with the signatory whether it be by name, service address, place of business receiving Hunter services, or business ABN/DBA (whether a registered ABN/DBA of the individual or organization or not).

I, the undersigned Customer, have read, understand, accept, and agree to the terms of this Service Order. This Quote is considered a Service Order and is subject to the Hunter Master Services Agreements (MSAs) and other applicable policies, terms and conditions, available upon request and posted to the Hunter web site:

https://hunterfiber.com/policies-agreements/
Signature

__________________________
Signature

Date

__________________________
Printed name

Countersignature

__________________________
Signature

Date

__________________________
Printed name
### Exhibit A

<table>
<thead>
<tr>
<th>Acct #</th>
<th>Location</th>
<th>Address</th>
<th>Circuit ID</th>
<th>Services</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>6110</td>
<td>Co GP - CITY HALL</td>
<td>101 NW 'A' St.</td>
<td>TLS10197-K</td>
<td>ETHERNET TRANSPORT 10G Multipoint</td>
<td>$800.00</td>
</tr>
<tr>
<td>6110</td>
<td>Co GP - CITY HALL</td>
<td>101 NW 'A' St.</td>
<td>DIA1010508</td>
<td>1 GBPS/1 GBPS - DIA W/ STATIC IP</td>
<td>$645.00</td>
</tr>
<tr>
<td>6115</td>
<td>Co GP - PUBLIC SAFETY 7TH ST</td>
<td>726 NE 7th St.</td>
<td>TLS10197-L</td>
<td>ETHERNET TRANSPORT 10G</td>
<td>$800.00</td>
</tr>
<tr>
<td>6124</td>
<td>Co GP - PUBLIC SAFETY (HILLCREST)</td>
<td>199 NW Hillcrest</td>
<td>TLS10197-I</td>
<td>ETHERNET TRANSPORT 1G **UPGRADE</td>
<td>$500.00</td>
</tr>
<tr>
<td>6127</td>
<td>Co GP - NEW PARKWAY FIRE STATION</td>
<td>800 E. Park St.</td>
<td>TLS10197-A</td>
<td>ETHERNET TRANSPORT 1G **UPGRADE</td>
<td>$500.00</td>
</tr>
<tr>
<td>6128</td>
<td>Co GP - PUBLIC SAFETY (PARKWAY)</td>
<td>780 E Park St.</td>
<td>TLS10197-B</td>
<td>ETHERNET TRANSPORT 100 Megs</td>
<td>$300.00</td>
</tr>
<tr>
<td>6134</td>
<td>Co GP - PUBLIC SAFETY (REDWOOD)</td>
<td>3071 Leonard Rd.</td>
<td>TLS10197-C</td>
<td>ETHERNET TRANSPORT 1G **UPGRADE</td>
<td>$500.00</td>
</tr>
<tr>
<td>6135</td>
<td>Co GP - CITY YARD PUBLIC WORKS</td>
<td>650 SE 'H' St.</td>
<td>TLS10197-D</td>
<td>ETHERNET TRANSPORT 1G **UPGRADE</td>
<td>$500.00</td>
</tr>
<tr>
<td>6141</td>
<td>Co GP - WATER RESTORATION</td>
<td>12000 SW Greenwood</td>
<td>TLS10197-J</td>
<td>ETHERNET TRANSPORT 1G **UPGRADE</td>
<td>$500.00</td>
</tr>
<tr>
<td>6143</td>
<td>Co GP - WATER FILTRATION</td>
<td>821 SE 'M' St.</td>
<td>TLS10197-E</td>
<td>ETHERNET TRANSPORT 1G **UPGRADE</td>
<td>$500.00</td>
</tr>
<tr>
<td>6144</td>
<td>Co GP - LOCATION 21 FACILITY</td>
<td>2172 NE Industry Dr.</td>
<td>TLS10197-F</td>
<td>ETHERNET TRANSPORT 100 Megs</td>
<td>$300.00</td>
</tr>
<tr>
<td>6147</td>
<td>Co GP - REINHART VOLUNTEER PARK</td>
<td>1799 SW Webster</td>
<td>TLS10197-G</td>
<td>ETHERNET TRANSPORT 1G **UPGRADE</td>
<td>$500.00</td>
</tr>
</tbody>
</table>

**Total: $6,345.00**
Resolution authorizing the City Manager to enter into an agreement with Control Systems Northwest for UV system modifications.

DATE: May 18, 2022

SUBJECT AND SUMMARY:

Consider a resolution authorizing the modification of the Water Restoration Plant’s (WRP) existing backup UV Disinfection system.

RELATIONSHIP TO COUNCIL GOALS:

This supports the Council’s goal of maintain, operate and expand our INFRASTRUCTURE to meet community needs by authorizing corrective maintenance to the existing UV equipment at the WRP in the most effective, expedient and efficient manner.

CALL TO ACTION SCHEDULE:

The current backup UC system is largely inoperable and leaves the Water Restoration Plant vulnerable to failure with no redundant disinfection system. Call to action schedule: May 18, 2022.

BACKGROUND:

The WRP switched from Gaseous Chlorine as its primary disinfectant in the mid-1990s. The system installed was from Trojan Technologies and represented the state of the art in UV disinfection technology. More than 20 years later, that technology has been superseded multiple generations and is now obsolete.

Trojan Technologies is no longer supporting the technology, and replacement of the unit will cost several million dollars and involve extensive modification of the existing channel.

Working with the City’s existing automation master services providers, Control Systems Northwest (CSNW) and Carollo, a plan has been devised to retrofit the obsolete unit allowing staff to extend its useful life. The proposed modifications will allow staff to operate the unit in a fully manual mode and will not operate as part of the automatic disinfection system.

The project is scheduled to take place in two phases. In Phase 1, CSNW technicians will work with Trojan, current after-market parts suppliers and staff to document how the unit works and put in place bench scale testing, proving that the unit can be operated in a fully manual mode with new programmable controllers and software. If Phase 1 is unsuccessful, the City and CSNW will terminate the rest of the task order.

ITEM: 5.c. RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CONTROL SYSTEMS NORTHWEST FOR UV SYSTEM MODIFICATIONS.
Staff Report (continued):

The project has been evaluated by the City’s Master Services Provider, Carollo, and they support the approach as low-cost alternative to extend the life of the back-up UV unit.

COST IMPLICATION:

The estimated cost to retrofit the existing Trojan UV unit at the WRP is $160,228. Funds for the work are available within the Wastewater Fund; Project No. SE6423.

ALTERNATIVES:

1. Council can approve the resolution authorizing the City Manager to enter into an agreement with Control Systems Northwest for UV system modifications;
2. Council could decide to direct staff to negotiate a task order with Carollo to begin replacement of the obsolete unit; or
3. Council could decide not to authorize the City Manager to enter into an agreement with Control Systems Northwest for UV system modifications.

RECOMMENDED ACTION:

It is recommended that Council approve the resolution authorizing the City Manager to enter into an agreement with Control Systems Northwest for UV system modifications.

POTENTIAL MOTION:

I move to adopt the resolution authorizing the City Manager to enter into an agreement with Control Systems Northwest for UV system modifications.
RESOLUTION NO.

A RESOLUTION OF THE COUNCIL OF THE CITY OF GRANTS PASS
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH
CONTROL SYSTEMS NORTHWEST FOR UV SYSTEM MODIFICATIONS.

WHEREAS:

1. The Grants Pass Water Restoration Plant eliminated dangerous chorine
disinfection in the mid-1990s; and

2. The UV disinfection system has now been obsoleted by the manufacturer,
making the procurement of parts and service difficult and expensive to obtain;
and

3. The City’s Master Service Providers, Control Systems Northwest and Carollo,
believe the system can be modified, extending the remaining useful life of the
system; and

4. Staff have negotiated a phased approach to modifying the existing system to
allow it to operate in an emergency; and

5. Work will not be undertaken unless bench scale testing of the system proves the
modifications will be successful; and

6. Funds for the diffuser maintenance are available within the Wastewater Fund.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Grants
Pass that the City Manager is authorized to enter into Task Order No. 3 with Control
Systems Northwest for $160,228 per the recommendation from Carollo attached hereto
as Exhibit ‘A’.

EFFECTIVE DATE of this Resolution shall be immediate upon the passage by
the City Council and approval by the Mayor.

ADOPTED by the Council of the City of Grants Pass, Oregon, in regular session
this 18th day of May 2022.

SUBMITTED to and __________________ by the Mayor of the City of Grants Pass,
Oregon, this ___ day of May 2022.

Sara Bristol, Mayor

ATTEST:

Karen Frerk, City Recorder

Approved as to form Augustus Ogu, City Attorney

Date submitted to Mayor: 

89
Work Order

In accordance with our General Services Agreement for the WRP Supervisory Control and Data Acquisition Maintenance Services project dated 01/19/2021, this is an authorization to engage in the work as described below. The work will be performed and invoiced using the terms and conditions listed in the original agreement, plus any previous amendments.

<table>
<thead>
<tr>
<th>Trojan UV System Controls Upgrade</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client Name</td>
</tr>
<tr>
<td>Client Project No.</td>
</tr>
<tr>
<td>Client Project Manager</td>
</tr>
<tr>
<td>Project Location</td>
</tr>
<tr>
<td>CSNW Project No.</td>
</tr>
<tr>
<td>CSNW Project Manager</td>
</tr>
<tr>
<td>Date Developed</td>
</tr>
<tr>
<td>Expected Completion</td>
</tr>
</tbody>
</table>

Description of Work

Refer to Scope of Work (Exhibit A) for complete description of work.

Assumptions

Refer to Scope of Work (Exhibit A) for complete assumptions.

Fee Estimate

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Total Hours</th>
<th>Total Labor</th>
<th>Total Sub/Material</th>
<th>Total Expense</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Manage CSNW team, track work elements, and prepare monthly invoices</td>
<td>10</td>
<td>$2,448</td>
<td>$ -</td>
<td>$61</td>
<td>$2,509</td>
</tr>
<tr>
<td>1.2</td>
<td>Initial Hardware and Electrical investigations</td>
<td>72</td>
<td>$12,476</td>
<td>$1,380</td>
<td>$684</td>
<td>$14,460</td>
</tr>
<tr>
<td>2.1</td>
<td>Provide on-site investigation and document existing wiring</td>
<td>34</td>
<td>$6,098</td>
<td>$1,380</td>
<td>$211</td>
<td>$7,689</td>
</tr>
<tr>
<td>2.2</td>
<td>Provide on-site start-up of existing control equipment</td>
<td>15</td>
<td>$3,158</td>
<td>$ -</td>
<td>$197</td>
<td>$3,355</td>
</tr>
<tr>
<td>3.1</td>
<td>Provide on-site control system review</td>
<td>6</td>
<td>$664</td>
<td>$ -</td>
<td>$83</td>
<td>$747</td>
</tr>
<tr>
<td>3.2</td>
<td>Attend on-site workshops and review City defined performance criteria</td>
<td>2</td>
<td>$322</td>
<td>$ -</td>
<td>$62</td>
<td>$384</td>
</tr>
<tr>
<td>3.3</td>
<td>Provide and test system sequencing</td>
<td>12</td>
<td>$1,332</td>
<td>$ -</td>
<td>$107</td>
<td>$1,439</td>
</tr>
<tr>
<td>3.4</td>
<td>Provide and test system start-up</td>
<td>2</td>
<td>$322</td>
<td>$ -</td>
<td>$62</td>
<td>$384</td>
</tr>
<tr>
<td>Task 2</td>
<td>Electrical Design and Hardware Services</td>
<td>142</td>
<td>$28,630</td>
<td>$7,368</td>
<td>$8,563</td>
<td>$31,951</td>
</tr>
<tr>
<td>4.1</td>
<td>Provide electrical design, per-on-site findings</td>
<td>24</td>
<td>$4,643</td>
<td>$1,380</td>
<td>$173</td>
<td>$6,196</td>
</tr>
<tr>
<td>4.2</td>
<td>Provide CAD drawings for finalized electrical design</td>
<td>100</td>
<td>$18,636</td>
<td>$ -</td>
<td>$3,073</td>
<td>$21,709</td>
</tr>
<tr>
<td>4.3</td>
<td>Provide electrical hardware and equipment per bill of materials</td>
<td>2</td>
<td>$322</td>
<td>$50,078</td>
<td>$3,008</td>
<td>$54,008</td>
</tr>
<tr>
<td>4.4</td>
<td>Provide on-site electrical installation</td>
<td>26</td>
<td>$5,028</td>
<td>$13,800</td>
<td>$713</td>
<td>$19,531</td>
</tr>
<tr>
<td>Task 3</td>
<td>Integration and Programming Services</td>
<td>104</td>
<td>$17,896</td>
<td>$ -</td>
<td>$424</td>
<td>$18,320</td>
</tr>
<tr>
<td>4.1</td>
<td>Provide off-site PLC program</td>
<td>51</td>
<td>$5,060</td>
<td>$ -</td>
<td>$224</td>
<td>$5,284</td>
</tr>
<tr>
<td>4.2</td>
<td>Provide off-site HW programming</td>
<td>28</td>
<td>$6,924</td>
<td>$ -</td>
<td>$128</td>
<td>$7,052</td>
</tr>
<tr>
<td>4.3</td>
<td>Provide PLC and HW programming workshop</td>
<td>4</td>
<td>$644</td>
<td>$ -</td>
<td>$73</td>
<td>$717</td>
</tr>
<tr>
<td>4.4</td>
<td>Provide on-site PLC programming and testing</td>
<td>10</td>
<td>$1,610</td>
<td>$ -</td>
<td>$99</td>
<td>$1,709</td>
</tr>
<tr>
<td>4.5</td>
<td>Provide on-site HW programming</td>
<td>10</td>
<td>$1,610</td>
<td>$ -</td>
<td>$99</td>
<td>$1,709</td>
</tr>
<tr>
<td>Task 4</td>
<td>Startup, Testing, and Trouble Services</td>
<td>70</td>
<td>$11,944</td>
<td>$ -</td>
<td>$942</td>
<td>$12,886</td>
</tr>
<tr>
<td>5.1</td>
<td>Provide on-site start-up and testing</td>
<td>40</td>
<td>$6,860</td>
<td>$ -</td>
<td>$759</td>
<td>$7,619</td>
</tr>
<tr>
<td>5.2</td>
<td>Provide project walkthrough and generate punchlist</td>
<td>10</td>
<td>$1,766</td>
<td>$ -</td>
<td>$103</td>
<td>$1,869</td>
</tr>
<tr>
<td>5.3</td>
<td>Provide load testing services</td>
<td>10</td>
<td>$1,610</td>
<td>$ -</td>
<td>$40</td>
<td>$1,650</td>
</tr>
<tr>
<td>5.4</td>
<td>Provide project closeout services</td>
<td>10</td>
<td>$1,610</td>
<td>$ -</td>
<td>$40</td>
<td>$1,650</td>
</tr>
<tr>
<td>PROJECT TOTAL</td>
<td>424</td>
<td>$73,396</td>
<td>$75,638</td>
<td>$11,194</td>
<td>$160,228</td>
<td></td>
</tr>
</tbody>
</table>

By signing, Client verifies that the signing individual has the authority to enter into a contract with CSNW and authorizes CSNW to proceed with work. This Work Order is valid within 30 days of development as identified above.

Control Systems NW, LLC
CCB#228012

City of Grants Pass
CCB#228012

Signature

Signature

Print Name/Title

Print Name/Title

Date

Date
EXHIBIT A
Scope of Work
City of Grants Pass
Task Order No. 3 WRP
Trojan UV System Controls Upgrade
May 2022

Background
The City of Grants Pass (City) has requested Control Systems NW, LLC, (CSNW) to provide budget pricing for upgrading the control system of its Trojan UV4000® medium pressure ultraviolet light disinfection system (UV System). The UV System is backup to a Calgon branded unit and is only used during times of high flow. Originally installed in the mid-1990s, much of the control electronics are antiquated and unavailable for purchase. The system is failing and currently only running at half capacity. Proprietary electronics and password-protected code prevent comprehensive troubleshooting and repair, forcing the City to rely on Trojan technicians to travel from Canada to work on the system. CSNW completed an on-site preliminary investigation determining actions required to replace the proprietary control equipment with off-the-shelf electronics so the system can function at a performance level set by the City. It was determined that third-party vendors and repair companies can provide the necessary consumables, such as ballasts, bulbs, wipers, and seals; therefore, with proper control functionality, the UV System could continue to function for years. This Scope of Work outlines CSNW’s proposed approach to design, document, and install replacement controls for the UV System.

Assumptions
Trojan ceased production of the UV4000® system in 2013 and has announced they will no longer provide certain spare parts after July 31, 2022. At the City’s request, CSNW has agreed to provide maintenance and updates for certain portions of the system, which would normally only be allowed to be worked on by the manufacturer, using code made available by the manufacturer. This is a unique situation that CSNW is undertaking at the City’s request and under the City’s direction based on how the City wants the system to function. The City assumes all risk associated with the system and ongoing operations and maintenance.

Scope of Work
CSNW will furnish the coordination, materials, and labor for the project. In addition, CSNW will work with the City in a team setting to coordinate deliverables and accomplish the project.

This Scope of Work includes:

- **Task 1: Administration Services**
- **Task 2: Initial Hardware and Electrical Investigation**
- **Task 3: Electrical Design and Hardware Services**
Task 1 – Administration Services

Objective: Administer project records and coordinate with the CSNW project team.

Approach:

1.1 Manage CSNW Team, Track Work Elements, and Prepare Monthly Invoices – Manage the CSNW project team to track work elements accomplished, man hours, scope changes, time, and budget. Anticipate work for the following week and identify potential problems or changes. Submit monthly invoices summarizing costs and reimbursable expenses.

Assumptions:

- It is assumed Task 1 will be necessary for the duration of this contract.

CSNW Deliverables:

- Monthly invoices in PDF format.

Task 2 – Initial Hardware and Electrical Investigation

Objective: Attend City directed workshop to define performance criteria of the new UV System. Identify existing equipment to be reused, and work with electronics manufacturers and vendors to create a generative design environment to provide direction during the finalized design process.

Approach:

2.1 Provide On-Site Investigation and Document Existing Wiring – Subtask to include:

- Coordinate with City to gain facility access.
- Coordinate with CSNW’s electrical contractor to identify hand-over-hand wiring and label necessary wires that will be reused in the upgrade.

2.2 Provide On-Site Signal Testing of Existing Control Equipment – Subtask to include:

- Coordinate with City to gain facility access and manually run the UV System for testing.
- Thoroughly document waveforms and signals to replicate.

2.3 Provide On-Site Control Schema Review – Subtask to include:

- Conduct on-site review of existing control system operation and operator interaction.

2.4 Attend On-Site Workshop to Review City Defined Performance Criteria – Subtask to include:

- Document performance criteria and operation expectations defined by the City.

2.5 Provide Archetype Hardware Testing Services – Subtask to include:
- Coordinate with electronics manufacturers to provide modules that will replicate the waveforms and signals discovered in subtask 2.2.
- Provide bench-testing services with physical ballast, lamp, and hardware to verify proper operation and create an archetype model to replicate for all lamps.
- Provide coordination with hardware manufacturers to make modifications to archetype or to finalize design.

Assumptions:
- **CSNW is not defining or directing how the system should operate. All operational criteria is to be defined by the City.**
- **City to provide written authorization to CSNW prior to proceeding beyond Task 2 efforts.**

Provided by City:
- UV System performance criteria.
- Functional lamp and ballast for CSNW bench testing.

CSNW Deliverables:
- On-site investigation by CSNW staff and electrical contractors.
- Updates to the City on status of prototype generative design process.

**Task 3 – Electrical Design and Hardware Services**

Objective: Provide finalized electrical design, procure hardware for design, create CAD drawings to aid in installation, and work with contractors to install the hardware and electrical equipment necessary for the project.

Approach:

3.1 **Finalize Electrical Design Per On-Site Findings** – Subtask to include:
- Conduct internal CSNW team workshop to discuss the details of the project and perform quality assurance/quality control on proposed electrical design to verify City defined performance criteria is met.
- Conduct meeting with electrical contractor to formulate a plan of action on installation.

3.2 **Provide CAD Drawings for Finalized Electrical Design** – Subtask to include:
- Produce and provide one (1) set of half-size drawings designating wiring, inputs and outputs to logic controllers, power distribution, and location of equipment involved in the project. Provide a digital copy via email.

3.3 **Procure Hardware and Equipment Per Bill of Materials** – Subtask to include:
- Procure the hardware and equipment necessary to complete the project per finalized design.
• Coordinate with the various vendors to provide the City with an estimated date of complete fulfilment of delivery.

3.4 **Provide On-Site Electrical Installation** – Subtask to include:

• Coordinate and assist electrical contractor in the installation and wiring of the equipment identified in the CAD drawings.

**Assumptions:**

• *Initial materials and equipment cost is based on pricing as of February 9, 2022, and is subject to change. Increasing market volatility and supply chain issues are causing some vendors to change their pricing daily.*

• *CSNW is not responsible for the functionality of hardware and equipment planned to be reused. Faulty equipment will be identified and flagged for replacement upon startup.*

• *The UV System will be inoperable from this Task forward until the project is complete.*

**Provided by City:**

• City personnel available for assistance in demolition, installation, and general questions during this Task.

• City personnel available for modifying channel water levels at the request of CSNW.

**CSNW Deliverables:**

• One (1) set of half-size (11-inch by 17-inch) CAD drawings.

• Digital copy of CAD drawings emailed in PDF format.

• Updates on expected hardware delivery times and installation date.

• On-site hardware installation per CAD drawings.

**Task 4 – Integration and Programming Services**

**Objective:** Program Programmable Logic Controllers (PLC) and Operator Interfaces to adhere to City defined performance criteria.

**Approach:**

4.1 **Provide Off-Site PLC Programming** – Subtask to include:

• Provide programming of the PLC offsite and bench test programming with emulator software.

4.2 **Provide Off-Site HMI Programming** – Subtask to include:

• Provide human machine interface (HMI) programming remotely via CSNW’s connection through ViewSCADA. **HMI programming done remotely will not interfere with the City’s SCADA interaction.**
4.3 Provide PLC and HMI Programming Workshop – Subtask to include:
   • Coordinate a workshop onsite with the City to go over 60-percent-level PLC programming and
     HMI graphics. Workshop is intended to confirm that City defined performance criteria and
     expectations formulated in Task 2 are met.
   • Make changes to PLC and HMI per workshop discussion.

4.4 Provide On-Site PLC Programming and Testing – Subtask to include:
   • Provide on-site PLC programming and integration with installed and wired equipment. Verify
     that signals are transmitting between the PLC and end devices as expected and prepare the
     PLC and programming for startup.

4.5 Provide On-Site HMI Programming – Subtask to include:
   • Provide on-site HMI programming, including Operator Interface setup, integration with
     ThinManager, touchscreen calibration, alarm testing, and graphical control.

Assumptions:
   • *CSNW is not responsible for ecological contamination or excessive power consumption due to
     system operation. It is up to the City to determine how to run the system.*

Provided by City:
   • City interaction and feedback at workshop meetings.

CSNW Deliverables:
   • On-site 60-percent design workshop.
   • Off-site and on-site testing and programming.

Task 5 – Startup, Testing, and Training Services

Objective: Provide system startup, testing, and training.

Approach:

5.1 Provide On-Site System Startup and Testing – Subtask to include:
   • Start system and confirm City defined performance criteria are met.

5.2 Provide Project Walkthrough and Generate Punchlist – Subtask to include:
   • Provide functionality overview and discussion with Plant Operators and City Staff.
   • Formulate a punchlist of items to address prior to project closeout.
5.3 **Provide Training Services** – Subtask to include:

- Provide on-site training for City staff and operators for up to ten (10) hours.
- Provide one (1) digital copy of a video and audio recorded training session for future use and trainings.

5.4 **Provide Project Closeout Services** – Subtask to include:

- Address punchlist items, dispose of removed equipment, and clean up construction area.

**Assumptions:**

- *CSNW is available by phone and remote access during the startup period. If a site visit is deemed necessary, a CSNW employee will be on-site within one (1) working day of request from the City.*

**Provided by City:**

- City interaction and feedback at workshop meetings.

**CSNW Deliverables:**

- On-site system startup and testing.
- On-site project walkthrough meeting and project punchlist.
- Up to ten (10) hours of on-site training.
- Non-password protected copies of PLC and HMI code digitally stored on the City’s SCADA server.

**PROJECT TERM**

Services to commence upon execution of an agreement with an expiration of September 1, 2022. Project Term is contingent upon timely reviews and approvals provided by the City, and delivery of equipment and materials for installation.

**FEE FOR SERVICES**

The fee for services shall be on a time-and-expense basis. The fee for services shall not exceed $160,228, without prior written authorization from the City.
April 6, 2022

Mr. Gary Brelinski  
Wastewater Superintendent  
1200 SW Greenwood Ave  
Grants Pass, OR 97526

Subject: Rebuilding Versus Replacing the Existing Trojan UV4000 System

Dear Mr. Brelinski:

This letter provides our concurrence with your approach to replace controls in the existing Trojan UV 4000 unit with off-the-shelf components because proprietary Trojan components have been discontinued. As we understand, the re-build will provide on/off control with the unit able to operate at approximately full power with lamp and ballast monitoring. Functions that provide energy savings, flow pacing for example, would not be replaced. This approach allows the Trojan UV 4000 unit to operate in parallel with the newer Calgon UV system during high flow periods, which is consistent with design of the ultraviolet light disinfection process.

During the 2014 Facilities Plan Update Carollo assessed the ultraviolet light disinfection process for capacity and reliability. At that time, the process consisted of two similar ultraviolet disinfection units that operated in parallel. One of the units was a 1994 vintage Trojan UV 4000 prototype system. The other was a 1999 vintage Trojan UV 4000 system. The 1994 prototype system was unreliable, and parts could not be secured for repairs.

Replacing the 1994 Trojan UV 4000 prototype system was scheduled in the 2014 Facilities Plan Update to bring the process into compliance with Oregon Department of Environmental Quality requirements for capacity and redundancy. The 1999 vintage Trojan UV 4000 system was not scheduled for replacement. The city replaced the Trojan UV 4000 prototype system in 2016 with a newer, more efficient, Calgon system.

The Trojan UV 4000 unit that remains must be operable to meet Oregon Department of Environmental Quality requirements for process capacity and redundancy. The process is designed for the Trojan UV 4000 unit to provide standby capacity to the Calgon system (redundancy) and work in parallel with the Calgon system to treat flows above 13 million gallons per day (capacity). The intent is for the Calgon system to efficiently treat flows about 95% of the time with the Trojan UV 4000 unit only required approximately 5% of the time.

We understand the re-build can be accomplished for under $200,000. The cost to replace it with a newer, more efficient unit could cost over $1 M. Based on the design intent for the Trojan unit to only operate 5% of the time, your approach to replace the controls is a wise benefit to cost approach.

Sincerely,

CAROLLO ENGINEERS, INC.

H. Wayne Gresh, PE  
Project Manager
Resolution authorizing the City Manager to enter into a 5-year stormwater master services agreement with Keller Associates, Inc.  

Date: May 18, 2022

SUBJECT AND SUMMARY:

Consider a resolution authorizing the City Manager to enter into a master services agreement (MSA) to provide general consulting services for the Municipal Stormwater System.

RELATIONSHIP TO COUNCIL GOALS:

This supports the Council’s goal of maintain, operate and expand our INFRASTRUCTURE to meet community needs by providing for a safe and reliable stormwater system for the community, which is operated in a fiscally-sound, efficient, and regulatory-compliant manner.

CALL TO ACTION SCHEDULE:

The current stormwater master services agreement expires on June 4, 2022.  
Call to action schedule: May 18, 2022.

BACKGROUND:

The existing MSA with Keller Associates, Inc., for general consulting services for the municipal stormwater system expires June 4, 2022. Anticipating the expiration of the MSA, the Public Works Department has gone through a qualification-based selection process to select an engineering firm for a new five-year MSA to provide general consulting services for the municipal stormwater system.

The selection procedure was a one-step process, with a potential final interview. The City issued a Request for Proposals (RFP) asking for qualifications and a formal response to several system-related questions. The RFP was advertised, and one response was received.

A selection team evaluated the proposal and found the proposal from Keller Associates, Inc., to be complete and responsive in meeting the City's needs. The selection team recommends the firm of Keller Associates, Inc., for a new five-year MSA.

Under this MSA, attached as Exhibit ‘A’, a number of individual task orders will be assigned, negotiated and executed to undertake a variety of assignments associated with the analysis, study, planning, design and potential construction of improvements to the City’s stormwater system infrastructure and facilities.

ITEM: 5.d. RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A 5-YEAR STORMWATER MASTER SERVICES AGREEMENT WITH KELLER ASSOCIATES, INC.
Staff Report (continued):

COST IMPLICATION:

The MSA itself does not have a direct cost. Individual task orders will be negotiated, specifying scope of the work and a maximum fee. Individual task orders will be approved in accordance with current purchasing policy guidelines.

ALTERNATIVES:

1. Council can approve the resolution authorizing the City Manager to enter into a 5-year stormwater MSA with Keller Associates, Inc., as recommended.
2. Council could decide not to authorize executing a stormwater MSA with Keller Associates, Inc., and direct staff to initiate a new selection process.
3. Council could decide not to authorize executing a stormwater MSA with Keller Associates, Inc., and direct staff to seek proposals from multiple engineering consultants for each individual task order.

RECOMMENDED ACTION:

It is recommended that Council approve the resolution authorizing the City Manager to enter into a 5-year stormwater master services agreement with Keller Associates, Inc.

POTENTIAL MOTION:

I move to adopt the resolution authorizing the City Manager to enter into a 5-year stormwater master services agreement with Keller Associates, Inc.
RESOLUTION NO.

A RESOLUTION OF THE COUNCIL OF THE CITY OF GRANTS PASS
AUTHORIZING THE CITY MANAGER TO ENTER INTO A 5-YEAR STORMWATER
MASTER SERVICES AGREEMENT WITH KELLER ASSOCIATES, INC.

WHEREAS:

1. A master services agreement is an efficient method for procuring the engineering
services needed for analysis, study, planning, development of project designs
and construction administration of capital projects for the City’s infrastructure
systems for professional engineering and permitting services; and

2. The current stormwater master services agreement will expire on June 4, 2022;
and

3. The City conducted a qualifications based selection process to which one
qualified engineering firm responded; and

4. Keller Associates, Inc., has been selected as the firm, which would best serve
the City’s needs for stormwater system professional engineering and permitting
services.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Grants
Pass that the City Manager is authorized to enter into a five-year master services
agreement with Keller Associates, Inc., for professional engineering support of the
municipal stormwater system as set forth in Exhibit ‘A’, which is attached to and
incorporated herein.

EFFECTIVE DATE of this Resolution shall be immediate upon the passage by
the City Council and approval by the Mayor.

ADOPTED by the Council of the City of Grants Pass, Oregon, in regular session
this 18th day of May 2022.

SUBMITTED to and ______________ by the Mayor of the City of Grants Pass,
Oregon, this ____ day of May 2022.

Sara Bristol, Mayor

ATTEST:

Karen Frerk, City Recorder

Date submitted to Mayor:

Approved as to form Augustus Ogu, City Attorney

101
Exhibit ‘A’

MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING AND PERMITTING SERVICES

City of Grants Pass, Oregon

THIS AGREEMENT is made and entered into by and between the City of Grants Pass, Oregon, whose address is 101 NW “A” Street, Grants Pass, Oregon, 97526, hereinafter called the CITY and the consulting firm of Keller Associates, Inc., whose address is 245 Commercial St SE, Suite 210, Salem, Oregon, 97301, hereinafter called the CONSULTANT.

WHEREAS, the CITY desires engineering services to support the Municipal Stormwater System. Anticipated services include; MS4 Phase II permit integration and support, maintenance of the stormwater system model and miscellaneous support services for the duration of the agreement for stormwater related infrastructure, and

WHEREAS, the CITY desires to engage the professional services and assistance of a qualified consulting engineering and planning firm to support this effort, and

WHEREAS, the CONSULTANT has represented and by entering into this Agreement now represents that it is in full compliance with the statutes of the State of Oregon for registration of professional engineers and that all personnel to be assigned to the work required under this Agreement are fully qualified to perform the work to which they will be assigned in a competent and professional manner, and

WHEREAS, the CONSULTANT has indicated it desires to do the work set forth in the Agreement upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein below, the parties hereto agree as follows:

I.

OBJECTIVE AND SCOPE OF WORK

The scope of professional services to be performed and the results to be achieved by the CONSULTANT shall be as detailed in individual task orders for each phase of the work. Each specific phase of work will be assigned to the CONSULTANT by use of a written Supplement to the Agreement. The process used to identify individual task orders shall be as follows:

A. The CITY will identify the general scope of work for each task order and will notify the CONSULTANT either verbally or by letter. This notification will provide the general work information and schedule requirements.

B. The CONSULTANT will then review the information furnished by the CITY and, within a reasonable time of receipt of the notification, prepare and return a detailed work plan including, but not limited to, the following:

1. Description of the work and overall objective.

2. Detailed scope of work with individual work tasks, as appropriate. A section on sustainability shall be included in all work tasks.

3. An estimated cost for the proposed work by an itemization of personnel necessary to perform the work, their estimated work hours on each task, and their cost as defined in Section VI of this Agreement. The estimated cost shall also include an estimate of related expenses and markups as provided for in Section VI.

4. Time necessary to complete the task order and a time schedule for completing individual tasks involved in the work, as appropriate.
The CITY will then review the CONSULTANT’S work plan, description of work, performance schedule, and cost, and, if acceptable, will issue a written Supplement to this Agreement to authorize the task order.

The Supplement shall contain a detailed description of the work to be performed, the time schedule for completing the work, any special conditions, and the amount to be paid. The CONSULTANT shall not proceed with any work until the signed written Supplement has been issued by the CITY.

If during the duration of any task order the CONSULTANT finds the agreed schedule cannot be met or the cost limits will be exceeded, the CONSULTANT shall notify the CITY immediately. Authorization of additional time or costs shall be at the option of the CITY.

If the CITY determines there has been a valid change in the ordered services, an amendment to the Supplement will be issued for the reduced or increased services, which will incorporate the changed scope of work, revised time schedule, and cost in accordance with “Payments” as specified in Section VI of this Agreement.

The CONSULTANT shall, periodically, as determined by the CITY, during the progress of the work confer with the CITY. The CONSULTANT shall prepare and present such information and studies as may be pertinent and necessary, or as may be required by the CITY in order to pass judgment on the specific work tasks involved.

The CITY may edit and review the CONSULTANT’S work products and if it is not in compliance with the criteria set forth in the Scope of Work, the CONSULTANT shall make such changes, amendments, or revisions in the work as may be required by the CITY to the end in which it is in compliance with said criteria.

The CONSULTANT represents the studies, projections, plans, reports, designs, drawings, specifications, and all other engineering, consultant, and all analytical services furnished under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The CONSULTANT makes no other representation or warranty, expressed or implied.

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential task orders, the CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate cost or schedule. Therefore, the CONSULTANT makes no warranty that the CITY’S actual costs, financial aspects, economic feasibility, or schedules will not vary from the CONSULTANT’S opinions, analyses, projections, or estimates.

II. DOCUMENTS TO BE FURNISHED TO THE CONSULTANT BY THE CITY

The CITY will furnish the CONSULTANT copies of plans, maps, or documents which are available to the CITY that will facilitate the completion of each individual task order. CONSULTANT shall be entitled to use and rely upon all such documents provided by the CITY or others in performing the CONSULTANT’S services under this Agreement.
Exhibit ‘A’

III.
DOCUMENTS TO BE FURNISHED BY THE CONSULTANT

All documents, exhibits, or other presentations for the work covered by this Agreement shall be furnished by the CONSULTANT to the CITY upon completion of the work. The material, including photographic negatives developed as part of the project and copyrights, shall become and remain the property of the CITY upon payment of the applicable invoices of CONSULTANT and may be used by CITY without restriction. It is understood, however, that plans, drawings, specifications, computer programs, technical reports, or such material furnished by the CONSULTANT pursuant to this Agreement are instruments of his services in respect to the work, and they are not intended or represented to be suitable for reuse by any other party, without specific written verification or adaptation by the CONSULTANT. Such reuse of the material will be at the risk of the party using the subject material without liability or legal exposure to the CONSULTANT.

IV.
DESIGNATION OF REPRESENTATIVE

For the purpose of the Agreement, the CITY shall be represented by the City of Grants Pass Public Works Director, or such other person as he may designate in writing. Where written notice or consent is specified to be given to the CITY, such documents shall be delivered to and executed by the Public Works Director. The CONSULTANT shall be represented by Peter Olsen, who shall manage all task order work, be designated as the Client Manager and who shall be in charge of the administration of this Agreement.

V.
TIME OF BEGINNING AND COMPLETION

This Contract shall commence on the date written on the signature page 7 and shall terminate five years from said date unless both parties agree to renew this Agreement further.

The CONSULTANT shall not begin work under the terms of this Agreement until authorized in writing by the CITY for each specific task order.

Work outlined in each specific task order shall be completed in accordance with the individual schedule as provided for in Section I of this Agreement.

VI.
PAYMENT

The CONSULTANT shall be paid by the CITY for completed work for services identified in individual task orders under this Agreement as provided hereinafter. Such payment shall be full compensation for work performed; services rendered; and for furnishing all labor, materials, supplies, equipment, and incidentals necessary to complete the work as described below:

A. The CITY shall pay the CONSULTANT for all project related expenses and hourly labor costs for each individual working on each task order based upon the CONSULTANT’S current schedule of charges presented with each individual task order approved as a supplement to this agreement. At the beginning of each calendar year, however, CONSULTANT may increase the direct wages or salaries it pays to its employees to adjust for inflation, by providing an updated schedule of charges. However, any adjustment to the schedule of charges shall be mutually agreed to by the parties.

B. The CITY shall reimburse the CONSULTANT for all other direct costs, or expenses, as per the rate schedules presented with each individual task order approved as a supplement to this agreement. These costs are those expenses directly incurred in fulfilling the terms of this
Exhibit ‘A’

agreement, including, but not limited to, travel, subsistence, reproduction and printing, supplies, and fees of outside services and consultants. Travel time will be charged for only the time required to travel one-way to the project site.

C. The CONSULTANT will submit invoices to the CITY no more frequently than on a monthly basis. Invoices shall detail the work, hours, and hourly costs for which payment is being requested and shall itemize the other direct costs for which reimbursement is being requested. Receipts shall be presented for all costs detailed in Item B above.

D. The CITY shall make periodic payments to the CONSULTANT for services performed and invoiced at an interval not less than thirty (30) days from the beginning of the work under this Agreement or from the time of a prior invoice. Amounts invoiced shall be computed pursuant to rates and limitations addressed elsewhere in this Agreement and which form the basis for the total Contract price to be paid. CITY payment for work satisfactorily performed by the CONSULTANT will be made within thirty (30) days of the CITY’S receipt of the CONSULTANT’S invoice.

In the event the CITY disputes any portion of the work invoiced, the CITY shall identify the basis of their dispute, the value of the disputed work, and their intent to withhold payment of said disputed amount pending satisfactory resolution of the issue between the parties. Should the CITY delay payment for non-disputed work, it is agreed that interest will be accrued on the value of such non-disputed work at a rate of 1.5 percent per month, or the maximum permitted by law, whichever is less. Interest shall accrue beginning thirty (30) days after the date of the CITY’S receipt of the invoice. Payment(s) will first be credited to interest and then to principal.

E. The CITY shall have the right to inspect CONSULTANT’S books and records to verify the accuracy of CONSULTANT’S billing statements. Said right of inspection shall extend to all documents necessary to permit adequate evaluation of the billing data submitted.

VII.

EMPLOYMENT

The CONSULTANT will provide the information and reports required by CITY ordinances or orders and instructions issued pursuant thereto and for a period of two years after final payment will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CITY to be necessary to ascertain compliance with such orders and instructions. Where any information required by CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the CITY as appropriate and shall set forth what efforts it has made to obtain the information.

VIII.

CHANGES IN WORK

The CONSULTANT shall make such revisions in the work included in this Agreement which has been completed, as necessary to correct negligent errors or omissions appearing therein, when required to do so by the CITY, without additional compensation from the CITY.

Either party may require changes in scope of services, cost, or performance standards. Any and all modifications shall be mutually agreed upon and incorporated by written amendments to this Agreement and executed by the CITY and the CONSULTANT.
IX.
TERMINATION OF AGREEMENT

A. The right is reserved by the CITY to terminate this Agreement at any time upon not less than ten days written notice to the CONSULTANT.

B. In the event this Agreement is terminated under any of its terms prior to completion of the work, a final payment shall be made to the CONSULTANT which shall provide for a total payment to the CONSULTANT for services rendered and expenses incurred prior to the termination and including other costs reasonably incurred.

C. In the event this Agreement is terminated prior to completion of the work, the original copies of all plans, prints, drawings, and field notes prepared by the CONSULTANT prior to termination shall become the property of the CITY upon payment of CONSULTANT’s invoices.

X.
INDEMNITY; LIMITATION OF LIABILITY

The CONSULTANT shall comply with federal, state and local laws and ordinances applicable to the work to be done under this Agreement.

The CONSULTANT hereby agrees to indemnify and hold the CITY harmless from any damage, liability, or cost (including reasonable attorney’s fees and costs of defense) to the extent caused by the CONSULTANT’S negligent or willful acts, errors, or omissions in the performance of the professional services under this Agreement, or caused by the negligent or willful acts, errors, or omissions of CONSULTANT’S officers, agents, subcontractors, owners, or employees. This indemnity provision shall not require the CONSULTANT to defend or indemnify the CITY against any action based on the alleged negligence of the CITY.

The CONSULTANT shall not be responsible for breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the CITY or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, the CONSULTANT shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the CONSULTANT’S subconsultants, that impact work completion and/or success.

It is further agreed that the total amount of all claims the CITY may have against CONSULTANT under this Agreement or any individual task order or arising from the performance or non-performance of the services called for by a specific individual task order under any theory of law, including but not limited to claims for negligence, negligent misrepresentation, and breach of contract, shall be strictly limited to an aggregate limit of $2 million. As the CITY’s sole and exclusive remedy under this Agreement or any individual task order, any claim, demand or suit shall be directed and/or asserted only against CONSULTANT and not against any of CONSULTANT’s employees, officers or directors.

XI.
INSURANCE

The CONSULTANT shall maintain, during the life of this Agreement, the following minimum public liability and property damage insurance which shall protect the CONSULTANT and the CITY from claims for injuries including accidental death, as well as from claims for property damages which may arise from the performance of work under this Agreement and the limit of liability for such insurance shall be as follows:

A. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than $1,000,000 each occurrence and
Exhibit ‘A’

$2,000,000 aggregate. The CITY shall be named as an additional insured on the policy. The language of the policy shall state that it shall not lapse without 30 days written notice to the City before lapsing.

B. Automobile bodily injury and property damage liability insurance coverage on owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall not be less than $1,000,000 each occurrence and $2,000,000 aggregate.

C. Statutory worker’s compensation and employer’s liability insurance for the State of Oregon.

The CONSULTANT shall also maintain professional liability insurance covering damages resulting from errors or omissions of the CONSULTANT. The limit of liability shall not be less than $1,000,000 each claim and $2,000,000 aggregate.

XII.

SUBLETTING OR ASSIGNING OF CONTRACTS

The CONSULTANT shall not sublet or assign any of the work covered by this Agreement without the express consent of the CITY.

XIII.

THIRD PARTIES

The services to be performed by the CONSULTANT are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on the CONSULTANT’S performance of its services hereunder, and no right to assert a claim against the CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the CONSULTANT’S services hereunder.

INTENTIONALLY LEFT BLANK

TO BOTTOM OF PAGE
Exhibit 'A'

In WITNESS THEREOF, the parties hereto have executed this Agreement as of the day and year written below.

KELLER ASSOCIATES, INC.

BY: James Bledsoe
    Principal

DATE: ______________________

CITY OF GRANTS PASS,
STATE OF OREGON

BY: Aaron K. Cubic
    City Manager

DATE: ______________________

BY: Jason M. Canady
    Public Works Director

DATE: ______________________

ATTESTED:

BY: Karen Frerk
    City Recorder

APPROVED AS TO FORM:

BY: Augustus Ogu
    City Attorney

Effective date of agreement ______________________

City of Grants Pass, Oregon
SW Services Agreement

7 of 7

2019
Resolution authorizing the City Manager to execute Task Order 17 with RH2 Engineering, Inc., for Meadow Wood Reservoir Design services. Date: May 18, 2022

SUBJECT AND SUMMARY:

Consider a resolution authorizing the execution of Task Order 17 with RH2 Engineering, Inc., to provide engineering services and project oversight related to the design and construction of the Meadow Wood Reservoir (Reservoir Number 16).

RELATIONSHIP TO COUNCIL GOALS:

This supports the Council's goal of maintain, operate and expand our INFRASTRUCTURE to meet community needs by constructing a new water reservoir to serve residential and fire flow needs in the Cloverlawn Drive area.

CALL TO ACTION SCHEDULE:

Meadow Wood Reservoir will need to be constructed relatively quickly to coincide with the completion of the Pinnacle at Meadow Wood Phase 2 private development. This development should be completed this fall and it would be advantageous to construct the reservoir before all of the residential homes are constructed. The design and construction will take nearly two years to complete, so the design should begin soon. Call to action schedule: May 18, 2022.

BACKGROUND:

The City of Grants Pass has outlined the need to construct the Meadow Wood Reservoir based on capacity limitations outlined in the Water Distribution System Master Plan completed by Murrysmith, Inc., in 2016. The Cloverlawn Drive area currently relies on a closed loop pump system to serve the approximately 217 residences. The number of residences served by this system is higher than is generally recommended on such a system. To create a more stable and resilient system, a reservoir is needed to provide for the residential use as well as the potential fire flows.

The Pinnacle at Meadow Wood Phase 2 development is currently under construction and resides within the ideal elevation levels for the Meadow Wood Reservoir. Staff has been in contact with the developer to plan for the future reservoir location and to install the necessary infrastructure to serve the area. Task Order 12 was executed in February of 2021, to conduct a siting study to ensure that the area was a suitable reservoir

ITEM: 5.e. RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE TASK ORDER 17 WITH RH2 ENGINEERING, INC., FOR MEADOW WOOD RESERVOIR DESIGN SERVICES.
Staff Report (continued):

location and that the infrastructure could be installed acceptably within the Pinnacle at Meadow Wood Phase 2 development. The siting study determined that the location geology was conducive for reservoir construction and that the reservoir could be partially buried to blend into the new development aesthetically. This study also analyzed the current and future demands in the area based on future development projections to determine the reservoir size. A 1.0-million-gallon tank was determined to be sufficient for current and future needs in the area.

The City has dedicated substantial resources to this reservoir location over the last decade in the form of oversized 16” piping to feed the reservoir. These larger pipes have been installed in SE Coriander Way, SE Rosemary Lane and SE Wyndham Way as parts of previous development and will ensure that the area has sufficient flow after the reservoir is constructed.

Task Order 17 scope of services will include:

- Project management and oversight
- Topographic survey
- Geotechnical site evaluation
- Cut slope and soil nail wall evaluation
- Stormwater engineering and permitting
- Public involvement
- Reservoir design
- On-site construction observation and submittal review
- Startup and testing observation
- Record drawings

Task Order 17 has been negotiated in an amount not to exceed $398,147 with RH2 Engineering, Inc.

COST IMPLICATION:

The maximum fee for Task Order 17 of $398,147 is available within the Water Capital Fund under Project WA4971.

ALTERNATIVES:

1. Council can approve the resolution authorizing the City Manager to execute Task Order 17 with RH2 Engineering, Inc., for Meadow Wood Reservoir design services;
2. Council could decide not to approve the resolution and direct staff to work with RH2 Engineering, Inc., to revise Task Order 17; or
3. Council could decide not to approve the resolution and direct staff to postpone the reservoir design and subsequent construction.
Staff Report (continued):

RECOMMENDED ACTION:

It is recommended that Council approve the resolution authorizing the City Manager to execute Task Order 17 with RH2 Engineering, Inc., for Meadow Wood Reservoir design services.

POTENTIAL MOTION:

I move to adopt the resolution authorizing the City Manager to execute Task Order 17 with RH2 Engineering, Inc., for Meadow Wood Reservoir design services.
RESOLUTION NO.

A RESOLUTION OF THE COUNCIL OF THE CITY OF GRANTS PASS
AUTHORIZING THE CITY MANAGER TO EXECUTE TASK ORDER 17 WITH RH2
ENGINEERING, INC., FOR MEADOW WOOD RESERVOIR DESIGN SERVICES.

WHEREAS:

1. The Water Distribution System Master Plan identified a need for the Meadow
Wood Reservoir to better serve the Cloverlawn Drive area; and

2. The City of Grants Pass entered into an agreement with RH2 Engineering, Inc.,
on June 11, 2019, to provide services related to the water system; and

3. A siting study was completed under Task Order 12 that determined that a
reservoir could be located with the Pinnacle at Meadow Wood Phase 2
development; and

4. The City has negotiated a scope and fee with RH2 Engineering, Inc., for Task
Order 17 Meadow Wood Reservoir Design services; and

5. The City of Grants Pass has sufficient funds for the task order within the Water
Capital Fund.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Grants
Pass that the City Manager is authorized to execute Task Order 17 with RH2
Engineering, Inc., as set forth in Exhibit 'A', which is attached to and incorporated
herein, for Meadow Wood Reservoir Design services.

EFFECTIVE DATE of this Resolution shall be immediate upon the passage by
the City Council and approval by the Mayor.

ADOPTED by the Council of the City of Grants Pass, Oregon, in regular session
this 18th day of May 2022.

SUBMITTED to and ______________________ by the Mayor of the City of Grants Pass,
Oregon, this ____ day of May 2022.

________________________________________
Sara Bristol, Mayor

ATTEST:

________________________________________
Karen Frerk, City Recorder

Approved as to form Augustus Ogu, City Attorney

Date submitted to Mayor: ___________________
SUPPLEMENT
MASTER SERVICE AGREEMENT FOR PROFESSIONAL
ENGINEERING AND PERMITTING SERVICES

City of Grants Pass

THE AGREEMENT made and entered into by and between the City of Grants Pass, Oregon and RH2 Engineering, Inc. dated June 11, 2019 is herewith amended as follows:

I

OBJECTIVE AND SCOPE OF WORK

The scope of professional services to be performed by the CONSULTANT shall be amended to include work outlined in the attached Task Order No. 17 – Meadow Wood Reservoir Design.

II

PAYMENT

The CONSULTANT shall be paid by the CITY for any work completed in Task Order No. 17 – Meadow Wood Reservoir Design, in accordance with the attached Scope of Work, a maximum fee of $398,147 which includes a ten (10) percent contingency of $36,195. Contingency funds will not be expended without prior approval from the City. Fees and rates applied are in accordance with the RH2 2022 Schedule of Rates and Charges submitted as Exhibit C. Payment shall be made in accordance with Section VI of the Master Agreement for Professional Engineering and Permitting Services.

III

TERMS AND CONDITIONS

All other provisions in the Master Agreement dated June 11, 2019, shall remain in full force and effect, unless they conflict with this task order.

In WITNESS THEREOF, the parties hereto have executed this Supplement as of the day and year written below.

RH2 ENGINEERING, INC.

BY:
Richard L. Ballard
Director

DATE:

CITY OF GRANTS PASS,
STATE OF OREGON

BY:
Jason Canady
Public Works Director

Aaron K. Cubic
City Manager

ATTESTED:
Karen Frerk
City Recorder

DATE:
Approved as to form:

Augustus Ogu, City Attorney
EXHIBIT A
Task Order No. 17
City of Grants Pass
Meadow Wood Reservoir Design
Master Service Agreement for Professional Engineering
and Permitting Services
March 2022
RH2 Project No. GP 1019.134.00.0017

In accordance with the Master Service Agreement for Professional Engineering and Permitting Services, dated June 11, 2019, this Task Order outlines the Scope of Work for the Meadow Wood Reservoir Design project. The work will be performed and invoiced in compliance with the terms and conditions listed in the governing Agreement and any issued Contract Amendments.

Background

The City of Grants Pass (City) is planning to build the Meadow Wood Reservoir based on capacity needs identified in the Water Distribution System Master Plan (Murraysmith, Inc., 2016). The Pinnacle Estates Phase 2 subdivision, a new housing development in the vicinity of the planned Meadow Wood Reservoir, is under development. The City tasked RH2 Engineering, Inc., (RH2) with performing a siting study for the Meadow Wood Reservoir to ensure that there are no conflicts with the new subdivision and appropriate tax lot(s) are reserved for the proposed reservoir.

The siting study identified the appropriate area necessary to construct a 1.0 million gallon (MG) tank to meet the current and future demands of the zone. The tank will be designed with a base elevation of 1,245 feet, an overflow elevation of 1,275 feet, and a water column height of 30 feet. It is assumed the reservoir will be a Type 1 cast-in-place reservoir.

RH2 prepared this Scope of Work and associated Fee Estimate to provide the following tasks for performing the design.

- General Project Tasks
  - Task 1 – Project Management Services
  - Task 2 – Topographic Survey
  - Task 3 – Geotechnical Site Evaluation
  - Task 4 – Cut Slope and Soil Nail Wall Design
- Phase 1 – Reservoir Design
  - Task 5 – Reservoir Preliminary Design (30-Percent Complete)
  - Task 6 – Stormwater Engineering, Reporting, and Permitting
  - Task 7 – Permitting Assistance and Public Meeting
  - Task 8 – 60-Percent Design
  - Task 9 – 90-Percent Design
Design Standards and References

The following design standards and references are to be followed where relevant during the development of the project:

- City Standard Details.
- City Standard Construction Contract and General Conditions.
- American Water Works Association D110-13, *Wire and Strand Wound Circular Prestressed Concrete Water Tanks*.

AutoCAD is to be used to prepare drawings, and AutoCAD Civil 3D may be used for the site design. Project schedules shall be prepared using Microsoft Project 2015 or newer, spreadsheets in Microsoft Excel 2016 or newer, and text documents in Microsoft Word 2016 or newer.

Plans shall be prepared in accordance with the City's standards. Full-size plan sheets will be provided at 22-inch by 34-inch, and half-size sheets at 11-inch by 17-inch. Electronic plans and specification documents will be used for bidding purposes.

Assumptions

- The proposed reservoir appurtenances will be discussed with the City. A design criteria meeting is needed.
- The technical specifications are established as follows:
  - *Meadow Wood Reservoir Construction – RH2-modified Construction Specifications Institute (CSI) technical specifications Divisions 1 through 18.*
  - The General Conditions and construction contract documents will follow the City’s format.
- All permit fees will be paid directly by the City.
- The sheet layout described in the tasks below is preliminary and generated based on RH2’s experience in designing reservoirs. Each reservoir project is unique, and the number of sheets required may vary depending on the City’s preferences on appurtenances and site detailing.
- A meeting with the City will be conducted at the milestone reviews (30-, 60-, and 90-percent) at the City Public Works office to discuss City comments.
- RH2 will rely on the accuracy and completeness of any data, materials, or information provided by the City or others in relation to the work. RH2 assumes that the entity providing
such information to RH2 is either the owner of such information or has obtained written authorization from the owner to distribute said information.

- The City will administer the bid documents.

General Project Tasks

Task 1 – Project Management Services

Objective: Manage RH2’s project team and maintain frequent client communications, including phone calls and emails, in addition to progress meetings.

Approach:

1.1 Provide direction, coordination, and oversight to the RH2 project team. Organize, manage, and coordinate technical disciplines as described herein, and implement quality assurance and quality control (QA/QC) to perform this Scope of Work in close coordination with City staff.

1.2 Document and retain information generated during execution of the project.

1.3 Prepare monthly invoices and budget status summaries.

1.4 Prepare for and attend coordination meetings with City staff, as requested. Prepare meeting minutes. A total of four (4) meetings are assumed for this Scope of Work, in addition to the other milestone and review meetings mentioned in this Scope of Work.

1.5 Create, maintain, and update an internal project design schedule. Monitor, modify, and update the project schedule throughout the design phase on a monthly basis to determine potential impacts of proposed changes. Adjust the schedule to reflect the current status of the project and revisions made to this Scope of Work.

RH2 Deliverables:

- Meeting agendas in hardcopy format and meeting minutes in electronic PDF.
- Monthly invoices in electronic PDF.
- Project schedule in electronic PDF.

Task 2 – Topographic Survey

Objective: Acquire up-to-date survey data of the project site for design purposes. Subcontract with Pariani Land Surveying (PLS) to survey the water main extension alignment and the reservoir site. Evaluate utility locates and survey limits. Coordinate with PLS for survey standards and AutoCAD format, and review survey.

Approach:

2.1 Subcontract and coordinate with PLS for survey work for the reservoir site and water main alignment.

2.2 Attend one (1) site visit to evaluate utility locates and survey limits with City staff.

2.3 Review and revise survey data for the water main and reservoir designs.
City of Grants Pass  
Task Order No. 17 – Meadow Wood Reservoir Design  

Exhibit A  
Scope of Work

Assumptions:
- **Vertical datum will be based on North American Vertical Datum of 1988 (NAVD 88) as derived from the Oregon Department of Transportation ORGN GNSS network.**
- **PLS will coordinate the on-site utility locates and provide stamped topographic survey drawings, as well as AutoCAD existing base map files for design.**

**RH2 Deliverables:**
- One (1) electronic copy of the AutoCAD survey files (AutoCAD and PDF).
- Attendance at one (1) site visit.

**Task 3 – Geotechnical Site Evaluation**

**Objective:** Subcontract with McMillan Jacobs and Associates to confirm existing conditions at the reservoir site through a site visit and report findings.

**Approach:**
3.1 Review background information of geotechnical evaluation results at the site.
3.2 Perform a site reconnaissance with a senior engineering geologist and engineer to observe existing conditions and bedrock outcrops to assess the existing slope condition and anticipated subsurface conditions.

**RH2 Deliverables:**
- One (1) electronic copy of the report findings (PDF).
- Attendance at one (1) site visit.

**Task 4 – Cut Slope and Soil Nail Wall Design**

**Objective:** Subcontract with McMillan Jacobs and Associates to perform geotechnical analyses and develop soil nail wall design.

**Approach:**
4.1 Conduct geotechnical and structural analyses to assess the cut slope potential and provide detailed design drawings and specifications of the cut slope. Prepare cost estimates for the cut slope.
4.2 Provide a soil nail wall evaluation, detailed design, and cost estimate to be bound with design submittals.
4.3 Develop a Design Report to summarize the evaluation and design.

**Assumptions:**
- **Two (2) virtual meetings are assumed for this Task.**
- **Design documents will be included in the overall design submittals of the project.**
RH2 Deliverables:

- 60-percent, 90-percent, and Final Design documents.
- Two (2) bound copies of Design Report.
- One (1) electronic PDF of Design Report.

Phase 1 – Reservoir Design

Task 5 – Reservoir Preliminary Design (30-Percent Complete)

Objective: Prepare preliminary construction plans and a preliminary opinion of probable construction cost (OPCC) for the reservoir for review by the City. Specifications will not be provided as part of this Task. Results of the geotechnical investigation are to be incorporated into the design criteria.

Approach:

5.1 Summarize criteria, standards, guidance, and/or codes governing the design. Establish structural design criteria using geology and location to identify seismic design parameters per United States Geological Survey data, and to design snow and wind loads, soil loads, live loads, unbalanced load criteria, and load combinations.

5.2 Confirm design criteria checklist with City.

5.3 Prepare cover sheet, existing site plan, and demolition plan.

5.4 Prepare preliminary construction and finished grading plans and details.

5.5 Prepare preliminary site and utility plans and details. Profile views will be generated to check for conflicts with known utilities. Establish planting zones and areas with special planting considerations, such as screening.

5.6 Prepare reservoir plan and elevation views to illustrate the reservoir shape, size, elevations, and geometry, as well as the location of the proposed reservoir and its appurtenances.

5.7 Prepare mechanical plans detailing reservoir piping and mechanical components.

5.8 Prepare preliminary design of main structural elements. Determine the general configuration of the tank walls and floor, foundation, roof shape, and support system. Prepare schematic structural drawings of the tank structure, including reservoir elevations, foundation and floor plan, and roof plan. Develop schematic structural details of the tank structure to convey the City’s preferences, including accessory/appurtenance preferences.

5.9 Identify electrical, control, and monitoring features and appurtenances for the proposed water reservoir for review and discussion with City. Provide a list of features and appurtenances that would be typical for water reservoirs. Contact Pacific Power to begin preliminary discussions related to the availability of power at the reservoir site. Fill out power application for signature and submittal by the City.

5.10 Prepare a 30-percent OPCC.

5.11 Perform in-house QA/QC review of preliminary design plans.
5.12 Prepare for and attend a 30-percent review meeting with the City. Prepare and distribute meeting minutes.

Assumptions:
- Design criteria checklist will be used as the basis of the design criteria.

Provided by City:
- Review comments as redlined markups to 30-percent design plans.

RH2 Deliverables:
- Design criteria checklist in electronic PDF.
- Pacific Power application prepared for City to submit as electronic PDF or Microsoft Word format.
- 30-percent OPCC in electronic PDF.
- 30-percent plans to include the following:
  - Cover sheet with vicinity map and drawing index.
  - Legend and general notes.
  - Existing site plan and temporary erosion and sedimentation control (TESC).
  - Demolition plan.
  - Finished grading plan and details.
  - Proposed utility plans.
  - Proposed site plan.
  - Reservoir elevation and oblique plan.
  - Reservoir mechanical plans.
  - List of electrical, control, and monitoring features.
- The following number and size of copies of the 30-percent plans are to be provided:
  - Four (4) half-size color, bound copies.
  - One (1) electronic PDF.
- Attendance at 30-percent review meeting.
- Meeting minutes for 30-percent review meeting in electronic PDF.

Task 6 – Stormwater Engineering, Reporting, and Permitting

Objective: Conduct stormwater analyses and prepare documentation for compliance with stormwater requirements. Prepare stormwater design improvements for integrating the stormwater system with the overflow requirements for the reservoir.
Approach:

6.1 Develop an on-site stormwater management system to convey, infiltrate, disperse, and retain stormwater runoff. This system will include conveyance, runoff treatment, and flow control Best Management Practices (BMPs), as required.

6.2 Prepare a Stormwater Pollution Prevention Plan (SWPPP) meant to control erosion and prevent sediment and other pollutants from leaving the site during the construction phase of the project.

6.3 Submit copies of the SWPPP and associated plans for review by the Oregon Department of Environmental Quality (DEQ). Prepare revisions to the SWPPP and plans based on DEQ review comments. Prepare application and final SWPPP for delivery to the City for the National Pollutant Discharge Elimination System (NPDES) 1200-C permit submittal.

Assumptions:

- The expected infiltration potential of the granite native soil is low, and the capacity for on-site infiltration is minimal.

- The City will pay for all permitting fees directly.

- The Fee Estimate reflects that both stormwater and overflow water will be discharged to the City's conveyance system. If the City does not allow this route, additional fees may be required.

- The project will disturb more than one (1) acre of land and will require a NPDES 1200-C permit.

RH2 Deliverables:

- One (1) hard copy of SWPPP for final permit submittal as part of the 90-percent plans, specifications, and estimate submittal.

- One (1) electronic PDF of the final SWPPP.

Task 7 – Permitting Assistance and Public Meeting

Objective: Assist the City with the preparation of development permits and design review coordination for the reservoir project. Provide the City with information and project plans to conduct a public meeting. Attend one (1) public meeting and present technical information about the project, as requested.

Approach:

7.1 Provide the City with information to convey the scope of this project to the neighboring property owners that may be affected. Attend one (1) public meeting, as requested. RH2 may provide supportive drawings and simple conceptual plans. All necessary easements and property are secured for the project.

7.2 Prepare a Grading Permit application. Coordinate with the City to review and issue the Grading Permit for the project.

7.3 Prepare a Building Permit application and supporting documentation as requested by the City. Edit and resubmit permit one (1) time based on City Building Department comments. Note:
Preparation of structural calculations (to be included with permit application) is included as part of 60-percent design (Task 7).

7.4 Prepare construction documents for Oregon Health Authority (OHA) review based on 90-percent plans and technical specifications as required by Oregon Administrative Rules (OAR) 333-061-0060. Respond to OHA comments. Provide one (1) resubmittal if required.

Assumptions:
- The City will submit local permit applications for the project and pay all fees directly.
- Categorical Exclusion documentation is expected to be accepted by OHA. It is anticipated that no further environmental review action is required. If further environmental action is required additional fees may be required for this effort.
- Required planning actions will be submitted by the City, and planning approval from the City will require no further planning actions.

RH2 Deliverables:
- Attendance by two (2) RH2 staff at one (1) public meeting.
- One (1) hardcopy (comb-bound) for submittal, one (1) hardcopy for the City, and one (1) hardcopy for the RH2 library for each permit application. One (1) electronic PDF of each permit application.
- 90-percent construction plans and specifications for OHA review: one (1) hardcopy and electronic PDF format with half-size plans.

Task 8 – 60-Percent Design

Objective: Prepare 60-percent construction plans, technical specifications, and an updated OPCC for review by the City. Technical specifications will be provided with this submittal. The comments developed during the 30-percent review process will be addressed. It is anticipated that 60-percent review comments will be constrained to details that were developed subsequent to the 30-percent review submittal, or that were revised or unresolved during the 30-percent review process. The 60-percent plans shall include approximately 90-percent of all construction plan sheets.

Approach:

8.1 Prepare structural calculations for the reservoir, including lateral analysis, roof, shell, and reservoir foundation. Provide QA/QC review of structural calculations. Make recommended updates and additions to calculations per review comments. Prepare and format calculations, with supporting documentation, for the Building Permit application.

8.2 Prepare site and utility plans to show the major utility appurtenances, such as isolation valves, manholes, catch basins, and light poles. Prepare landscaping plans that show the layout of specific plant material with a suggested plant palette for the City’s permitting process review. Prepare irrigation plans.
8.3 Provide detailed design of the reservoir foundation, walls, and roof. Develop plans showing the geometry, joint geometry, seismic cables, and reinforcing steel.

8.4 Advance details of the configuration of the reservoir piping and mechanical components, and size piping systems for the reservoir inlet, outlet, overflow, drain, and foundation under the drain. Plans will include equipment selection, pipe sizes and materials, thrust restraint, vault sizing, selection, and drainage.

8.5 Prepare plans that show reservoir appurtenances, including access hatches, vents, exterior and interior ladders or stairs, exterior roof access, roof platform, and safety cages, as requested or required.

8.6 Prepare electrical, control, and monitoring design, including the following:

- Develop design of electrical systems for operating appurtenances at the reservoir. Work is to include designing the lighting system, sizing raceways and conductors, and preparing design details.

- Develop design of control and monitoring sensors to be installed at the reservoir, including construction details. Equipment will be selected per City standards.

- Determine power supply requirements and meet with Pacific Power to discuss the design criteria, review the power supply design, and present Pacific Power with design criteria. Develop power service plan.

- Prepare a one-line diagram and electrical plan, including branch circuit panel detail, and other details typical to this work.

- Develop criteria and performance requirements for the telemetry system. The prepared documentation will be provided to Control System Northwest LLC’s (CSNW) integrator for estimating, designing, and installing a proposed telemetry system at the proposed reservoir. Communication will be completed by CSNW.

8.7 Develop technical specifications (Divisions 1 through 18) specific to this project for equipment, materials, and construction tasks. Specification requirements will be based on design criteria determined during the preliminary design phase, current building codes, and subsequent discussions with the City. Technical specifications will use RH2’s facility specifications in a modified CSI format.

8.8 Prepare a 60-percent OPCC. The 60-percent estimate shall reflect the pay items and quantities as developed at the 60-percent design stage of the project.

8.9 Provide in-house QA/QC review of 60-percent plans and technical specifications.

8.10 Prepare for and attend a 60-percent review meeting with the City. Prepare and distribute meeting minutes.

Provided by City:

- Review comments as redlined markups on 60-percent design plans and technical specifications.
RH2 Deliverables:

- One (1) electronic PDF of the structural calculations.
- Attendance at one (1) meeting with Pacific Power.
- One (1) Microsoft Word and one (1) hardcopy of the 60-percent technical specifications.
- One (1) electronic PDF of 60-percent OPCC.
- Two (2) half-size color 60-percent construction plans.
- One (1) electronic PDF of the 60-percent construction plans.
- Attendance at 60-percent review meeting.
- Meeting minutes from 60-percent review in electronic PDF.

Task 9 – 90-Percent Design

Objective: Prepare 90-percent construction plans, technical specifications, and an updated OPCC for review by the City. The comments developed during the 60-percent review process will be addressed. It is anticipated that 90-percent review comments will be constrained to details that were developed subsequent to the 60-percent review submittal, or that were revised or unresolved during the 60-percent review process. The 90-percent plans shall include 100-percent of the construction plan sheets. At the end of the 90-percent project design task, the details shall be included in the plans and specifications.

Approach:

9.1 Incorporate City 60-percent review comments into the plans. Site (including landscaping and irrigation), structural, mechanical, and electrical plans will be revised. Preliminary details will be revised, and outstanding minor details will be developed. At this point of the design, the submittal is to include all of the plans in the construction contract documents to be ready for permitting.

9.2 Perform 90-percent in-house QA/QC review of plans and specifications.

9.3 Prepare front-end specifications. Coordinate with the City regarding advertising dates and bid opening date and time.

9.4 Update technical specifications to include additions and revisions per previous review and comments.

9.5 Prepare 90-percent OPCC based on information supplied by material vendors and similar projects adjusted for anticipated bidding conditions.

9.6 Prepare for and attend a 90-percent review meeting with the City. Prepare and distribute meeting minutes.

Assumptions:

- The City will provide RH2 with its current non-technical specifications (General Conditions and construction contract documents).
Provided by City:
- Non-technical specifications in Microsoft Word.
- Review comments as redlined markups on 90-percent design plans and specifications.

RH2 Deliverables:
- One (1) Microsoft Word with tracked changes copy of the 90-percent front-end and technical specifications.
- One (1) electronic PDF of the 90-percent OPCC.
- One (1) half-size color copy of the 90-percent construction plans.
- One (1) electronic PDF of the 90-percent construction plans.
- Attendance at 90-percent review meeting.
- Meeting minutes from 90-percent review meeting in electronic PDF.

Task 10 – Bid-Ready Construction Contract Documents

Objective: Incorporate the 90-percent review comments into the plans and specifications. Perform a final in-house QA/QC review. By the end of this task, the plans and specifications will be ready for reproduction for bidding purposes.

Approach:

10.1 Update structural calculations with additions or revisions requested in the Building Permit review.

10.2 Incorporate permit review comments and City comments into the plans. Site (including landscaping and irrigation), structural, mechanical, and electrical plans will be finalized. Preliminary details will be finalized, and outstanding minor details will be developed and finalized.

10.3 Address comments on the 90-percent specifications and finalize the construction contract documents accordingly. The construction contract documents and technical specifications will be finalized prior to posting the bid advertisement.

10.4 Perform in-house QA/QC review of completed edits.

10.5 Prepare a final OPCC, formatted for bidding, and provide a range of probable construction cost in the bid documents for the purpose of establishing the bid bond value. Provide the City with copies of bid documents and plans.

RH2 Deliverables:
- Updated structural calculations: one (1) hardcopy and electronic PDF.
- Two (2) comb-bound hard copies and one (1) electronic PDF of the final construction contract documents and specifications.
- Three (3) half-size color hard copies and one (1) electronic PDF or DWF of the bid-ready plans.
Task 11 – Services During Bidding

Objective: Assist the City during the project bidding and construction contracting phases. It is assumed that RH2 will prepare the bid advertisement and coordinate bidding and the City will pay advertising fees directly. The City will post the documents electronically to a plan center for bidding. Hard copies will not be generated for bidders.

Approach:

11.1 Prepare advertisement for bids and coordinate dates of advertisement.
11.2 Create electronic bid-ready construction contract documents for posting to plan center.
11.3 Respond to technical questions from bidders.
11.4 Prepare and transmit up to two (2) addenda via online bidding service.
11.5 Attend the bid opening and collect bids for review.
11.6 Review bids and compile and confirm the bid tabulation. Attend one (1) meeting with the City to review the bid tabulation and bidders’ qualifications.
11.7 Check references of apparent low bidder. Prepare a letter recommending construction contract award to the lowest qualified bidder.

Provided by City:

- Payment of advertising fees.
- Construction contract award and execution.

RH2 Deliverables:

- Advertisement for bids in Microsoft Word format.
- Construction contract documents in electronic PDF for posting to plan center.
- Two (2) addenda (if necessary) in electronic PDF.
- Bid tabulation in electronic PDF.
- Recommendation of award letter in electronic PDF.
- Five (5) half-size hard copy plans and specifications and electronic PDF of the plans and specifications.

Task 12 – On-Site Construction Observation and Submittal Review

Objective: Observe on-site construction activities as required by the construction contract documents for the Engineer of Record and/or as requested by the City.
Approach:

12.1 Perform on-site observations specific to reservoir subgrade and structural activities during construction of the reservoir.

12.2 Review shop drawings and catalog submittals of those items requested in the Technical Specifications. Provide a written response to the contractor and the City accepting or rejecting each shop drawing and catalog submittal reviewed.

12.3 Perform on-site construction observations as requested by the City on an on-call basis. Prepare a site observation report for each visit.

Assumptions:

- The City will provide part time inspection throughout the project. This will include inspection for TESC, general construction, crushed surfacing base course compaction, hot mixed asphalt (HMA) compaction, etc.

- Services in Task 11 shall be performed up to the level included in the attached Fee Estimate (Six (6) hours per site visit). If additional effort is needed or requested, RH2 and the City will mutually determine that extra work. The Fee Estimate reflects a total of forty-five (45) site visits by an RH2 engineer.

- City will directly contract for materials testing that is not the responsibility of the contractor.

- RH2 is not responsible for site safety or for directing any contractor in their work.

RH2 Deliverables:

- Submittal reviews in electronic PDF.

- Construction observation reports in electronic PDF.

Task 13 – Startup and Testing Observation

Objective: Observe the testing of unit operations and individual systems and startup of the facility. Prepare a Certificate of Construction Completion (CCC) for OHA.

Approach:

13.1 Coordinate with the contractor, the City, and representatives of the manufacturer of the mechanical and electrical systems for the scheduled testing and startup activities. The systems shall include the electrical controls/alarms. This coordination is to include the review and supplementation of the testing protocols developed by the contractor and manufacturer’s representative, and review of the tests and corrections.

13.2 Document activities and coordinate with the contractor, per their compliance with the plans and specifications, during startup. Notify the contractor and the City of observed work that has not been completed by the contractor and discuss the contractor’s rectification plan.

13.3 Attend final on-site observation with City staff and prepare the OHA CCC for the portion observed by RH2 staff. Prepare punchlist of incomplete items based on final walkthrough. Complete OHA CCC for submission by City.
RH2 Deliverables:
  - One (1) hardcopy of OHA CCC.
  - Punchlist in electronic PDF.

Task 14 – Record Drawings

Objective: Coordinate with the contractor and City to develop a set of record construction drawings for the City. Utilize the conformed for construction AutoCAD drawings to generate record construction drawings.

Approach:

14.1 Prepare record drawings by reviewing field records and revising the construction contract drawings. Provide the City with two (2) full-size paper sets and updated PDFs of the record construction drawings at the end of the project.

RH2 Deliverables:
  - Two (2) full-size hard copies and one (1) electronic PDF of the construction record drawings.
  - AutoCAD files of construction record drawings.

Project Schedule

RH2 can commence with the project design upon receipt of written authorization from the City. The Meadow Wood Reservoir Design can be complete in September 2022, with construction scheduled to begin in November 2022. RH2 will continue assisting the City with technical services during construction following design completion and until completion of the construction. The project is scheduled to be completed by the end of 2023.

Fee for Services

The fee for services shall be on a time-and-expense basis in accordance with Master Service Agreement for Professional Engineering and Permitting Services, dated June 11, 2019, that has been fully executed between City and RH2. The fee for services for Task Order No. 17 shall not exceed $398,147 without prior written authorization of City.

Refer to the attached Exhibit B – Fee Estimate for a breakdown of costs associated with each task and Exhibit C – Schedule of Rates and Charges.
## Exhibit B

Fee Estimate

Task Order No. 17

City of Grants Pass

Meadow Wood Reservoir Design

Master Service Agreement for Professional Engineering and Permitting Services

Mar-22

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Hours</th>
<th>Total Labor</th>
<th>Total Subconsultant</th>
<th>Total Expense</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Project Tasks</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 1 Project Management Services</td>
<td>182</td>
<td>$10,478</td>
<td></td>
<td>$1,496</td>
<td>$11,974</td>
</tr>
<tr>
<td>Task 2 Topographic Survey</td>
<td>18</td>
<td>$2,033</td>
<td></td>
<td>$284</td>
<td>$2,317</td>
</tr>
<tr>
<td>Task 3 Geotechnical Site Evaluation</td>
<td>6</td>
<td>$1,436</td>
<td></td>
<td>$562</td>
<td>$2,000</td>
</tr>
<tr>
<td>Task 4 Cut Slope and Soil Nail Wall Design</td>
<td>16</td>
<td>$3,590</td>
<td></td>
<td>$616</td>
<td>$4,206</td>
</tr>
<tr>
<td>Phase 1 - Reservoir Design</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 5 Reservoir Preliminary Design (BB-Percent Complete)</td>
<td>188</td>
<td>$12,579</td>
<td></td>
<td>$2,648</td>
<td>$15,227</td>
</tr>
<tr>
<td>Task 6 Stormwater Engineering, Reporting, and Permitting</td>
<td>11</td>
<td>$2,728</td>
<td></td>
<td>$1,440</td>
<td>$4,168</td>
</tr>
<tr>
<td>Task 7 Permitting Assistance and Public Meeting</td>
<td>11</td>
<td>$6,990</td>
<td></td>
<td>$576</td>
<td>$7,566</td>
</tr>
<tr>
<td>Task 8 60-Percent Design</td>
<td>355</td>
<td>$58,187</td>
<td></td>
<td>$4,795</td>
<td>$63,082</td>
</tr>
<tr>
<td>Task 9 90-Percent Design</td>
<td>125</td>
<td>$27,659</td>
<td></td>
<td>$1,501</td>
<td>$29,160</td>
</tr>
<tr>
<td>Task 10 Final Construction Contract Documents</td>
<td>63</td>
<td>$11,733</td>
<td></td>
<td>$218</td>
<td>$12,151</td>
</tr>
<tr>
<td>Task 11 Services During Bidding</td>
<td>31</td>
<td>$5,385</td>
<td></td>
<td>$267</td>
<td>$5,652</td>
</tr>
<tr>
<td>Task 12 On-Site Construction Observation and Submittal Review</td>
<td>402</td>
<td>$84,028</td>
<td></td>
<td>$10,877</td>
<td>$94,895</td>
</tr>
<tr>
<td>Task 13 Startup and Testing Observation</td>
<td>47</td>
<td>$6,940</td>
<td></td>
<td>$497</td>
<td>$7,437</td>
</tr>
<tr>
<td>Task 14 Record Drawings</td>
<td>14</td>
<td>$2,283</td>
<td></td>
<td>$192</td>
<td>$2,475</td>
</tr>
<tr>
<td><strong>SUBTOTAL PROJECT COSTS</strong></td>
<td>1533</td>
<td>$273,264</td>
<td>$63,446</td>
<td>$25,240</td>
<td>$361,952</td>
</tr>
<tr>
<td><strong>10% CONTINGENCY COSTS</strong></td>
<td>1533</td>
<td>$300,593</td>
<td>$69,790</td>
<td>$27,764</td>
<td>$398,147</td>
</tr>
<tr>
<td><strong>PROJECT TOTAL</strong></td>
<td>1533</td>
<td>$300,593</td>
<td>$69,790</td>
<td>$27,764</td>
<td>$398,147</td>
</tr>
<tr>
<td>RATE LIST</td>
<td>RATE</td>
<td>UNIT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------------------------------</td>
<td>-------</td>
<td>-------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional I</td>
<td>$150</td>
<td>$/hr</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional II</td>
<td>$164</td>
<td>$/hr</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional III</td>
<td>$177</td>
<td>$/hr</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional IV</td>
<td>$195</td>
<td>$/hr</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional V</td>
<td>$207</td>
<td>$/hr</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional VI</td>
<td>$224</td>
<td>$/hr</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional VII</td>
<td>$236</td>
<td>$/hr</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional VIII</td>
<td>$246</td>
<td>$/hr</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional IX</td>
<td>$246</td>
<td>$/hr</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Control Specialist I</td>
<td>$136</td>
<td>$/hr</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Control Specialist II</td>
<td>$147</td>
<td>$/hr</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Control Specialist III</td>
<td>$161</td>
<td>$/hr</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Control Specialist IV</td>
<td>$177</td>
<td>$/hr</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Control Specialist V</td>
<td>$187</td>
<td>$/hr</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Control Specialist VI</td>
<td>$200</td>
<td>$/hr</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Control Specialist VII</td>
<td>$213</td>
<td>$/hr</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Control Specialist VIII</td>
<td>$224</td>
<td>$/hr</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technician I</td>
<td>$113</td>
<td>$/hr</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technician II</td>
<td>$124</td>
<td>$/hr</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technician III</td>
<td>$142</td>
<td>$/hr</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technician IV</td>
<td>$152</td>
<td>$/hr</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technician V</td>
<td>$167</td>
<td>$/hr</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technician VI</td>
<td>$183</td>
<td>$/hr</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technician VII</td>
<td>$198</td>
<td>$/hr</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technician VIII</td>
<td>$207</td>
<td>$/hr</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative I</td>
<td>$75</td>
<td>$/hr</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative II</td>
<td>$88</td>
<td>$/hr</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative III</td>
<td>$103</td>
<td>$/hr</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative IV</td>
<td>$123</td>
<td>$/hr</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative V</td>
<td>$145</td>
<td>$/hr</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CAD/GIS System</td>
<td>$27.50</td>
<td>$/hr</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CAD Plots - Half Size</td>
<td>$2.50</td>
<td>price per plot</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CAD Plots - Full Size</td>
<td>$10.00</td>
<td>price per plot</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CAD Plots - Large</td>
<td>$25.00</td>
<td>price per plot</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Copies (bw) 8.5&quot; X 11&quot;</td>
<td>$0.09</td>
<td>price per copy</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Copies (bw) 8.5&quot; X 14&quot;</td>
<td>$0.14</td>
<td>price per copy</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Copies (bw) 11&quot; X 17&quot;</td>
<td>$0.20</td>
<td>price per copy</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Copies (color) 8.5&quot; X 11&quot;</td>
<td>$0.90</td>
<td>price per copy</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Copies (color) 8.5&quot; X 14&quot;</td>
<td>$1.20</td>
<td>price per copy</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Copies (color) 11&quot; X 17&quot;</td>
<td>$2.00</td>
<td>price per copy</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technology Charge</td>
<td>2.50%</td>
<td>% of Direct Labor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mileage</td>
<td>$0.5850</td>
<td>price per mile (or Current IRS Rate)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subconsultants</td>
<td>15%</td>
<td>Cost +</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outside Services</td>
<td>at cost</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Rates listed are adjusted annually.
Resolution authorizing the City Manager to enter into a contract for the Dollar Mountain Trailhead Parking Area Project; Project No. LB6370.

Date: May 18, 2022

SUBJECT AND SUMMARY:

This project will consist of 96 tons of asphalt pavement, 360 square feet of pervious concrete pavement, 141 square feet of concrete sidewalk ramps, 96 linear feet of 3" storm drainpipe, parking lot striping, tree protection fencing, and clearing and grubbing. This work is necessary to construct a new parking area for access to Dollar Mountain.

RELATIONSHIP TO COUNCIL GOALS:

This action implements the Council’s goal to maintain, operate and expand our INFRASTRUCTURE to meet community needs to ensure park infrastructure needs are met.

CALL TO ACTION SCHEDULE:

The notice of intent to award letter was issued on April 29, 2022. The Engineering Division has 30 days to award the project. Call to action schedule: May 18, 2022.

BACKGROUND:

In 2019, City Council purchased 446 acres of property known as Dollar Mountain. This purchase will provide for the development of a signature trail system for hiking, trail running and biking. A new 11 space parking area is planned for this phase of the project to make access easier for the public. The project is located on NW Crescent Drive and has been designed to accommodate 11 parking spaces while minimally changing the aesthetics of the surrounding area. A new streetlight will be added to the parking lot to make it safer at night and lockable chain gates will be installed to deter after-hours parking. The design of the parking lot is shown in Exhibit 1. This project has been approved by the Urban Area Planning Commission.

Requests for bids for the work was advertised on the City’s website, in the EL Latino De Hoy and in the Daily Journal of Commerce. The bid opening for this project was April 28, 2022. Four bids were received for $117,794, $137,415, $144,842, and $194,341.

The lowest responsible bidder is Robco LLC at $117,794. This bid is above the Engineer’s estimate of $106,929.50.

ITEM: 5.f. RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR DOLLAR MOUNTAIN TRAILHEAD PARKING AREA PROJECT; PROJECT NO. LB6370.
Staff Report (continued):

COST IMPLICATION:

Revenue Source: This project is budgeted and funded as part of LB6370 in the Lands & Buildings Projects Fund, as well as a Title II Bureau of Land Management Funding Grant.

ALTERNATIVES:

1. Award the contract to Robco LLC and develop the parking area as proposed; or
2. Leave the existing parking area in place and schedule development at a later date.

RECOMMENDED ACTION:

It is recommended the contract for Dollar Mountain Trailhead Parking Area Project; Project No. LB6370, be awarded to the lowest responsible bidder, Robco LLC.

POTENTIAL MOTION:

I move to authorize the City Manager to enter into a contract with Robco LLC for the Dollar Mountain Trailhead Parking Area Project.
RESOLUTION NO.

A RESOLUTION OF THE COUNCIL OF THE CITY OF GRANTS PASS
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE
DOLLAR MOUNTAIN TRAILHEAD PARKING AREA PROJECT; PROJECT NO.
LB6370.

WHEREAS:

1. The City of Grants Pass advertised and received four bids for construction of the
   Dollar Mountain Trailhead Parking Area Project; Project No. LB6370; and

2. The bid from Robco LLC has been determined to be complete and responsive;
   and

3. The City of Grants Pass has sufficient funds for the project within the Lands &
   Buildings Projects Fund.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Grants
Pass that the City Manager is authorized to contract with Robco LLC for the work as
described in the contract documents for the Dollar Mountain Trailhead Parking Area
Project; Project No. LB6370, in the amount of $117,794, which the bid tab and contract
are attached to and incorporated herein as Exhibit 'A' and Exhibit 'B'.

EFFECTIVE DATE of this Resolution shall be immediate upon its passage by the
City Council and approval by the Mayor.

ADOPTED by the Council of the City of Grants Pass, Oregon, in regular session
this 18th day of May 2022.

SUBMITTED to and ______________ by the Mayor of the City of Grants
Pass, Oregon, this ____ day of May 2022.

Sara Bristol, Mayor

ATTEST:

__________________________________________  Date submitted to Mayor: ________
Karen Frerk, City Recorder

Approved as to Form, Augustus Ogu, City Attorney

134
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description of Item</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization, move in of equipment and materials per APWA/ODOT Sec. 00210, installed, complete.</td>
<td>L.S.</td>
<td>$6,500.00</td>
<td>$6,500.00</td>
<td>$14,700.00</td>
<td>$14,700.00</td>
</tr>
<tr>
<td>2</td>
<td>Work Zone Traffic Control, includes TCD, TCM and TCP per approved plans. M.U.T.C.D., and APWA/ODOT Sec. 00225 and 00225.30 (b), complete.</td>
<td>L.S.</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
<td>$6,600.00</td>
<td>$6,600.00</td>
</tr>
<tr>
<td>3</td>
<td>Erosion &amp; Sediment Control, per approved plans and APWA/ODOT Sec. 09289.00 Inter Protection, Dust Control, Sediment Fence, Bioblaster Bags, installed complete.</td>
<td>L.S.</td>
<td>$500.00</td>
<td>$500.00</td>
<td>$1,925.00</td>
<td>$1,925.00</td>
</tr>
<tr>
<td>4</td>
<td>Construction Staking, layout and set construction stakes and marks to establish the lines, grades, and slopes necessary for project completion, per Special Provisions Sec. 00150.15 (b).</td>
<td>L.S.</td>
<td>$1,200.00</td>
<td>$1,200.00</td>
<td>$8,250.00</td>
<td>$8,250.00</td>
</tr>
<tr>
<td>5</td>
<td>Removal of Structures and Obstructions, includes removal and proper disposal of existing pipe, per approved plans and APWA/ODOT Sec. 002910 and 00291.20(g), (hazardous Waste), complete.</td>
<td>L.S.</td>
<td>$1,800.00</td>
<td>$1,800.00</td>
<td>$2,750.00</td>
<td>$2,750.00</td>
</tr>
<tr>
<td>6</td>
<td>General Earthwork (Excavation), per approved plans and APWA/ODOT Section 00330.</td>
<td>L.S.</td>
<td>$7,000.00</td>
<td>$7,000.00</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>7</td>
<td>Subgrade Grading, Permeable, non-woven, per approved plans and APWA/ODOT Sec. 00350. Installed, complete.</td>
<td>S.Y.</td>
<td>$1.50</td>
<td>$75.00</td>
<td>$305.50</td>
<td>$1,412.50</td>
</tr>
<tr>
<td>8</td>
<td>Subgrade Grading, woven, per approved plans and APWA/ODOT Sec. 00350. Installed, complete.</td>
<td>S.Y.</td>
<td>$1.50</td>
<td>$450.00</td>
<td>$7,013.40</td>
<td>$7,013.40</td>
</tr>
<tr>
<td>9</td>
<td>Asphalt Pavement Cutters, per approved plans and APWA/ODOT Section 0060301 and City excavation only.</td>
<td>L.P.</td>
<td>$3.90</td>
<td>$331.00</td>
<td>$331.00</td>
<td>$331.00</td>
</tr>
<tr>
<td>10</td>
<td>Cleaning and Clearing, per approved plans and APWA/ODOT Section 0060320, including all vegetation and trees marked for removal and stump grinding and/or removal when necessary.</td>
<td>L.S.</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
<td>$3,850.00</td>
<td>$3,850.00</td>
</tr>
<tr>
<td>11</td>
<td>Initial 3&quot; Storm Drainage, Perforated PVC, 0-90 Depth, per approved plans, per GP300 and APWA/ODOT Sec. 00465. Includes connection to storm drain system, trench excavation, backfilling and compaction backfill per APWA/ODOT Sec.00450, installed complete.</td>
<td>L.F.</td>
<td>$44.00</td>
<td>$44.00</td>
<td>$120.00</td>
<td>$120.00</td>
</tr>
<tr>
<td>12</td>
<td>Open Graded Crushed Rock, per approved plans, APWA/ODOT Sec. 00490. Varying thickness of 2&quot; - 4&quot; clean open graded, crushed rock gradated, w/ no significant fines, installed complete for roadway construction.</td>
<td>TON</td>
<td>$32.00</td>
<td>$320.00</td>
<td>$850.00</td>
<td>$850.00</td>
</tr>
<tr>
<td>13</td>
<td>Loose Riprap Class 50, native material bed a natural occuring item, per approved plans.</td>
<td>TON</td>
<td>$100.00</td>
<td>$100.00</td>
<td>$100.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>14</td>
<td>Aggregate Base Course, Varying thickness of 2-4&quot; aggregate, compacted in place, per approved plans and APWA/ODOT Section 00640.</td>
<td>TON</td>
<td>$50.00</td>
<td>$50.00</td>
<td>$50.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>15</td>
<td>Asphalt Pavement, 10&quot; dense, Level 2 mix, 3&quot; compacted thickness, per APWA/ODOT Section 00744. Includes any minor valve or manhole adjustments. Installed complete.</td>
<td>TON</td>
<td>$150.00</td>
<td>$150.00</td>
<td>$150.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>16</td>
<td>Curved Concrete Pavement, 8&quot; thick, per approved plans. Includes saw cutting, pavement removal, any minor valve or manhole adjustments, installed complete.</td>
<td>S.F.</td>
<td>$25.00</td>
<td>$9,000.00</td>
<td>$9,000.00</td>
<td>$9,000.00</td>
</tr>
<tr>
<td>17</td>
<td>Concrete Curb, Type &quot;C&quot;, per approved plans, GP900 and APWA/ODOT Sec. 00759, includes excavation, curb openings per detail, installed complete.</td>
<td>L.F.</td>
<td>$8,000.00</td>
<td>$8,000.00</td>
<td>$8,000.00</td>
<td>$8,000.00</td>
</tr>
<tr>
<td>18</td>
<td>Concrete Sidewalk Ramps with Truncated Corners (Yellow), per approved plans, GP756 and APWA/ODOT Section 00759. Includes saw cutting, removal of curb and gutter, excavation, base rock, concrete flatwork, finished surfaces, curb, installed complete.</td>
<td>S.F.</td>
<td>$25.00</td>
<td>$7,000.00</td>
<td>$7,000.00</td>
<td>$7,000.00</td>
</tr>
<tr>
<td>19</td>
<td>6&quot; Thick Decomposed Granite Path, per approved plans, Includes excavation, installed complete.</td>
<td>S.F.</td>
<td>$15.00</td>
<td>$15.00</td>
<td>$15.00</td>
<td>$15.00</td>
</tr>
<tr>
<td>Item No.</td>
<td>Description of Item</td>
<td>Quantity</td>
<td>Unit</td>
<td>Unit Price</td>
<td>Amount</td>
<td>Unit Price</td>
</tr>
<tr>
<td>---------</td>
<td>--------------------------------------------------------------------------------------</td>
<td>----------</td>
<td>------</td>
<td>------------</td>
<td>---------</td>
<td>------------</td>
</tr>
<tr>
<td>20</td>
<td>Parking Lot Striping, per approved plans, installed complete</td>
<td>1</td>
<td>L.S.</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
<td>$450.00</td>
</tr>
<tr>
<td>21</td>
<td>2-White Striping (Double), Thermoplastic, sprayed, surface, non-primed, Per TM509 (CV-SC), approved plans, and APWA/ODOT Sec. 00855, installed complete.</td>
<td>45</td>
<td>L.F.</td>
<td>$2.00</td>
<td>$90.00</td>
<td>$6.00</td>
</tr>
<tr>
<td>22</td>
<td>Pavement W/R Type &quot;B-10&quot;, Fused thermoplastic, high skid material per approved plans and APWA/ODOT Sec. 00867, installed complete.</td>
<td>30</td>
<td>S.F.</td>
<td>$7.25</td>
<td>$217.00</td>
<td>$15.00</td>
</tr>
<tr>
<td>23</td>
<td>Street Light Foundation, per approved plans, and APWA/ODOT Sec. 00863, at location shown, installed complete.</td>
<td>2</td>
<td>E.A.</td>
<td>$800.00</td>
<td>$1,600.00</td>
<td>$675.00</td>
</tr>
<tr>
<td>24</td>
<td>Brights 40-Type 3 Street Light, per approved plans and APWA/ODOT Sec. 00862, at location shown, installed complete.</td>
<td>2</td>
<td>E.A.</td>
<td>$5,000.00</td>
<td>$10,000.00</td>
<td>$7,200.00</td>
</tr>
<tr>
<td>25</td>
<td>Vegetation Restoration, hydroseeding of disturbed areas, per approved plans and APWA/ODOT Section 01030, installed complete.</td>
<td>1</td>
<td>L.S.</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
<td>$550.00</td>
</tr>
<tr>
<td>26</td>
<td>Driveway Chain Barrier, per approved plan, installed complete.</td>
<td>2</td>
<td>E.A.</td>
<td>$2,000.00</td>
<td>$4,000.00</td>
<td>$2,575.00</td>
</tr>
<tr>
<td>27</td>
<td>Tree Protection Fencing, per approved plans and tree protection plan specifications, installed complete.</td>
<td>1</td>
<td>L.S.</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
<td>$2,850.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total (Bld Items 1-27)</strong></td>
<td></td>
<td></td>
<td></td>
<td>$106,925.00</td>
<td>$117,794.00</td>
</tr>
</tbody>
</table>
CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION, made by and between the CITY OF GRANTS PASS, OREGON, a Municipal Corporation of the State of Oregon, and hereinafter called “City” and, __________________________ hereinafter called “Contractor”.

WITNESSETH:

That Contractor and City, for the consideration hereinafter named, agree as follows:

1. SCOPE OF WORK

Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary, and to perform all of the work shown on the drawings and described in the specifications for the project entitled: "DOLLAR MOUNTAIN TRAILHEAD PARKING AREA"; PROJECT NO. LB6370

Contractor shall at all times keep premises free from accumulation of waste materials or rubbish caused by him or from his employees or subcontractors. At the completion of improvements/work he shall remove all rubbish from the premises, all his tools, scaffolding and surplus materials; and shall leave the premises clean. Contractor shall coordinate any special cleaning requirements with the City during construction.

All work will be completed in accordance with the requirements and provisions of this Contract, and the following, which are attached to, or referenced, and incorporated in this contract:

- Requirements for Bidders
- Special Provisions
- Bid Proposal
- Bid Schedule Form
- First-Tier Subcontractor Disclosure Form
- Project Supervisor Questionnaire
- Oregon Bidder Residency Statement
- Project Schedule
- Bid Bond Form
- Current Prevailing Wage Rates for Public Works Contracts in Oregon
- Drawings and Specifications

The following Addenda are also included as part of the Contract Documents:

<table>
<thead>
<tr>
<th>No.</th>
<th>DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
2. **TIME OF COMMENCEMENT**

The work to be performed under this Contract shall be commenced within 10 calendar days after mailing by City to Contractor of a written “Notice to Proceed”.

3. **DATE OF SUCCESSFUL COMPLETION OF WORK**

The work shall be successfully completed no later than forty-five (45) calendar days after a written “Notice to Proceed” is given to the contractor. The time period for completion will be increased by any days which are lost due to documented weather problems so long as Contractor notifies the City Engineer in writing of an inability to work by 12 noon of each and every day work cannot continue.

4. **LIQUIDATED DAMAGES**

Failure to complete the work by the date of completion provided herein above, including any extension granted thereof, shall entitle City to deduct from monies otherwise due Contractor as “liquidated damages” in the amount as indicated in the Special Provision Section 00180.85 Failure to Complete on Time: Liquidated Damages for each and every calendar day beyond the date of completion the work remains uncompleted. This amount is agreed to by the Contractor and City en lieu of an analysis of loss-benefit ratios because of the extreme difficulty and cost in assessing the inconvenience to the City, increased monitoring of the Contract, inconvenience to the public, and inability of the City to utilize the completed Project, all of which Contractor hereby acknowledges does occur and result in legitimate damages and because this provision limits the liability of the Contractor to a specified maximum daily amount for delayed performance damages.

5. **CONTRACT AMOUNT**

Subject to the City’s right to add, subtract, or delete minor portions of the work as noted on Page 9 of the Requirements for Bidders, the contract amount hereof which is to be paid by City to Contractor pursuant to the Contract Documents is:

$______________.

6. **PERFORMANCE AND PAYMENT BOND**

The Contractor shall prior to or at the preconstruction conference, before the commencement of any operations hereunder, furnish the City with a signed copy of the Performance Guarantee constituting a portion of the Contract Documents. The aforesaid Performance Guarantee shall be in the amount of $______________ and shall be a ___________________________ with ___________________________ of ___________________________ as surety, or alternatively, and subject to approval by City’s Council as local contract review board, Contractor may submit a cashier’s or certified check, letter of credit, or loan proceeds in said sum, payable to the City of Grants Pass, Oregon.
Mark One: Contractor will furnish the following:

- Performance Bond
- Cashier's Check
- Certified Check
- Letter of Credit
- Loan Proceeds

Any said Payment Guarantee is subject to approval by the City and shall be in an amount equal to the amount of the contract. The bond shall comply and be in accordance with Oregon Revised Statutes, Chapter 279C.380, \textit{Performance Bond; Payment Bond; Waiver of Bonds in Case of Emergency}. The surety companies executing such bond must appear on the \textit{DEPARTMENT OF INSURANCE AND FINANCE, STATE OF OREGON}, Official Records, and be authorized to transact business in the State of Oregon.

7. \textbf{FIFTEEN MONTH SECURITY}

The Contractor agrees to save and hold harmless City and its officers, agents and employees, from any and all defects appearing or developing in the workmanship or materials performed or furnished under this Contract for a period of fifteen (15) months after the date of the written acceptance of City of the entire project by City. Any Performance Guarantee, Cashier's or Certified Check, Letter of Credit, or Loan Proceeds furnished City pursuant to paragraph 6 above, shall be retained in full by City as security to City from Contractor of Contractor's indemnification and save harmless agreement as provided in this paragraph 7.

8. \textbf{STATUTORY PROVISIONS}

The provisions of "Minimum Wages for Federal and Federally Assisted Construction" as published in the Federal Register by the Department of Labor, Employment Standards Administration, Wage and Hour Division requiring workers on federal and federally assisted projects to be paid not less than the prevailing rate of wage, and other related statutes, are to be complied with by Contractor, and ORS 279C.800 through 279C.870 pertaining to Oregon State requirements are hereby incorporated herein by this reference. The City shall pay a fee equal to one-tenth of one percent (.001) of the price of this contract, but not less than $250 nor more than $7,500 regardless of the contract price. The public agency must pay the fee at the time the public agency enters into the public works contract. The fee is payable to the Bureau of Labor and Industries and shall be mailed or otherwise delivered to the Bureau at the following address:

\begin{tabular}{l}
Bureau of Labor and Industries \\
Wage and Hour Division \\
Prevailing Wage Rate Unit #1045 \\
800 NE Oregon Street \\
Portland, OR 97232-2180
\end{tabular}
The "Statutory Provisions" and "Federal Labor Standard Provisions" are incorporated in this Contract as part hereof by this reference and Contractor and all subcontractors shall comply therewith.

Contractor will follow federal, state and local agencies laws and regulations dealing with the prevention of environmental pollution and preservation of natural resources that affect the performance of the contract: U.S. Department of Housing and Urban Development, Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 12246); Environmental Protection Agency, Clean Air and Water Pollution Control; U.S. Water Resources Council, Floodplain Management Guidelines for implementing Executive Order 11988. The aforesaid provision is pursuant to ORS 279C.525, the terms of which are incorporated herein by this reference.

9. STATUTORY PUBLIC WORKS BOND

The Contractor and subcontractors shall, prior to or at the preconstruction conference, before the commencement of any operations hereunder, file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in Oregon in the amount of $30,000. The bond must provide that the contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under this section, unless the surety sooner cancels the bond. The surety may cancel the bond by giving 30 days written notice to the contractor or subcontractor, to the board and to the Bureau of Labor and Industries.

10. WORKERS COMPENSATION COVERAGE

CONTRACTOR, its subcontractors, if any, and all employers working under this agreement, are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. CONTRACTOR shall provide proof of coverage at the time of the execution of this agreement and to provide continuing proof of coverage during the period of this agreement.

11. LIABILITY INSURANCE

CONTRACTOR will maintain a policy of liability insurance in the form, and from an insurance company, approved by the CITY, which company is admitted or otherwise licensed to do business in the State of Oregon.
A. Said insurance shall insure CONTRACTOR for the benefit of the City of Grants Pass in not less than the amount of $1,000,000 single limit liability for each occurrence, and aggregate coverage of not less than $2,000,000.

B. The insurance shall cover any occurrences, resulting from any conduct, act, or failure to act, by CONTRACTOR, or by an employee, representative, or agent of CONTRACTOR, and which occurrence or occurrences result in damages of any kind, including, but not limited to, personal injury or death to any person or persons, damage to any property (personal or real), or damage to any contractual or other commercial right or interest.

C. Certificate of Insurance: CONTRACTOR shall require its insurance carrier to provide to the City of Grants Pass a certificate of insurance evidencing said coverage. Said policy shall provide that such coverage cannot be modified, terminated or canceled by the carrier without 30 days written notice sent by certified mail by the insurance carrier to the City of Grants Pass. It is agreed that no person shall perform any acts on behalf of CONTRACTOR without having said insurance in full force and effect.

12. REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants to the City of Grants Pass that:

1. Contractor has the power and authority to enter into and perform this Contract.

2. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.

3. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the [date of Closing of bids/proposals]for/ effective date of] this Contract, faithfully has complied with:

   (a) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; and

   (b) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; and

   (c) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
(d) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any [Goods/Items/Equipment/Components/Hardware/Software/Intellectual Property Rights, etc.] [delivered to/granted to] the City of Grants Pass under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to the City of Grants Pass free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

13. CONTRACTOR'S COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS.

Termination for Convenience. City will have the option, in its sole discretion, to terminate this Agreement at any time during the term hereof, for convenience and without cause, upon not less than thirty (30) days written notice to the Contractor.

Termination for Cause. If Contractor defaults or fails to carry out the contracted service or work, or otherwise materially breaches this Agreement, or is grossly negligent, fraudulent or commits willful misconduct during performance of the services or work, City will provide Contractor written notice thereof and an opportunity to cure any such breaches, failures, or omissions, within fifteen (15) days of such notice. If Contractor has failed to cure, or where such default may not reasonably be cured within such fifteen (15) day period and Contractor has otherwise failed during such time to commence and continue to diligently undertake to cure any such breach(es), failure(s), or default(s) identified in the notice, City may elect, in its sole discretion, to either (a) make good such deficiencies, and deduct the cost thereof from Contract Sum and payments on account thereof, or (b) to terminate this Agreement.

Termination by Either Party. Either party may terminate this Agreement, effective upon delivery of thirty (30) days written notice to the other, upon the occurrence of any of the following:

1) If funding to City is not obtained or is not continued at levels sufficient to pay for the services authorized by this Agreement;

2) If changes in federal or state law or regulations abrogate or disallow procurement of Contractor's services under this Agreement;

3) If any letter of approval, license, or certificate required by law or regulation to be held by Contractor to provide services under this Agreement is denied, revoked, suspended, or not renewed; or
(4) If one of the Parties fails to perform under this Agreement, and after receipt of written notice from the other party, fails to correct such failure within fifteen (15) calendar days or such other period as may be required. Written notice will specify the nature of the breach with reasonable particularity. If the breach specified in the notice cannot be completely cured within 10 calendar days, but curative action is undertaken with reasonable diligence and in good faith to cure the breach as soon as practicable, then such breach will not constitute a default.

Contractor Remedies for Termination. Contractor will be entitled to payment for the actual costs incurred by Contractor in connection with services and work property executed and completed. Further, Contractor will be entitled to all reasonable expenses actually incurred by or charged to Contractor attributable to such termination, including but not limited to reasonable termination or demobilization charges or expenses actually charged to Contractor by its Subcontractors. From and after the date of termination, Contractor will not be liable to City for any services or work performed by any person and Contractor shall have no further obligations under this Agreement.

City Remedies for Termination. Upon receipt of written notice of termination from the City, Contractor takes steps to cease all operations, will withdraw from the worksite and remove all materials, equipment, tools, and instruments used by and any debris or waste materials generated by EPC Contractor in the performance of the Work, take all necessary actions to preserve and protect all completed work, and return all project-related information, drawings, and specifications documentation to the City. If the City has paid the Contractor for services not yet provided as of the date of termination, the Contractor shall immediately refund such payment(s) within twenty (20) calendar days.

Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.
The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Davis Bacon Act. (1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are
permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

2) The classification is utilized in the area by the construction industry; and

3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated
for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers,
employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to
include an individually identifying number for each employee (e.g., the last four digits of the employee’s social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.
(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe
benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor’s firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).


Compliance with the Copeland “Anti-Kickback” Act.

Contractor. The contractor shall comply with 18 U.S.C. § 874,40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (insert name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.
The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

**Clean Air Act.** The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Department of the Interior (Interior) and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by Interior.

**Federal Water Pollution Control Act.** The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The contractor agrees to report each violation to the City, and understands and agrees that the City will, in turn, report each violation as required to assure notification to Interior and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by Interior.”

**Suspension and Debarment.** This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer
further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).** Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

The undersigned certifies, to the best of his or her knowledge and belief, that: No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. 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.
14. **CONTRACTOR’S COMPLIANCE WITH TAX LAWS**

1. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state.

2. Any violation of subsection 1 of this section shall constitute a material breach of this Contract. Any violation shall entitle the City of Grants Pass to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

   (a) Termination of this Contract, in whole or in part; and

   (b) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State’s setoff right, without penalty; and

   (c) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. City of Grants Pass shall be entitled to recover any and all damages suffered as the result of Contractor’s breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing [replacement services/replacement goods/ a replacement contractor].

These remedies are cumulative to the extent the remedies are not inconsistent, and the City of Grants Pass may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

15. **HOLD HARMLESS**

CONTRACTOR and its successors and assigns agrees to completely protect, save, defend, hold harmless and indemnify the City of Grants Pass, and its officers, agents and employees, from any liability or obligation of any kind or nature whatsoever arising from injury or injuries, including death, to any person or persons, or damage to any property, real or personal, or damage to any contractual, or other commercial right or interest, suffered or alleged to have been suffered all or in part by any person, property, or business, or from any other liability of whatever kind or nature arising out of any conduct, act, or failure to act, by CONTRACTOR, or by an employee, representative, or agent of CONTRACTOR.
16. **MONIES DUE BUT NOT PAYABLE**

The City may retain so much of the money due CONTRACTOR under and by virtue of this Contract as may be considered necessary to pay for any suit, action or claim for injuries or damages for which the CONTRACTOR is responsible per the terms of this contract; or in case no money is due, CONTRACTOR’S surety as set forth in the Payment and Performance Bond, or any cashier’s or certified check presented and approved in lieu thereof, may be held by the City until any such suits or actions, or claims for recoveries for injuries or damages and the like, without limitation, shall have been settled and suitable evidence to that effect is furnished to the City; except that money due the CONTRACTOR will not be withheld after the CONTRACTOR produces satisfactory evidence that CONTRACTOR is adequately protected by public liability and property damage insurance as required herein. The City shall not be responsible for any of the foregoing all of which is the sole responsibility of the CONTRACTOR, with the said responsibility to exist at all times, and including those times when the work is in progress and during the one-year maintenance guarantee period thereafter, without limitation.

17. **ATTORNEY FEES**

If suit or action is brought by either PARTY to enforce any right created by this agreement, the prevailing PARTY shall be entitled to recover in any trial court, and appellate courts, reasonable attorney fees, including costs and disbursements therein.

18. **IN ACCORDANCE WITH ORS CHAPTER 279C**

A. **279C.505 Conditions concerning payment, contributions, liens, withholding, drug testing.**

Contractor shall:

1. Make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in the contract.

2. Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of the contract.

3. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

4. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
(5) Demonstrate that an employee drug program is in place.

B. 279C.515 Conditions concerning payment of claims by public officers, payment to persons furnishing labor or materials and complaints.

(1) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with the public improvement contract as the claim becomes due, the proper officer or officers representing the state or a county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of the contract.

(2) If the Contractor or first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the City or the Contractor, the Contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.

(3) If the Contractor or a sub-contractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

(4) The payment of a claim in the manner authorized in this section does not relieve the Contractor or the Contractor’s surety from obligation with respect to any unpaid claims.

C. 279C.520 Condition concerning hours of labor.
Contractor shall:

(1) Not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it and the employee shall be paid at least time and a half pay:

(a) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; or

(b) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

(c) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

(2) Give notice in writing to employees, who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

D. 279C.530 Condition concerning payment for medical care and providing workers’ compensation.

Contractor shall:

(1) Promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

(2) Comply with ORS 656.017.
19. ENTIRE CONTRACT

This AGREEMENT represents the entire contract between the PARTIES. It is the intent of the PARTIES that prior conversations or writings between the PARTIES which are not specifically incorporated by reference into this AGREEMENT, may not be used by the PARTIES or by a Court of law to interpret the terms and conditions stated herein. Except as specifically set forth herein, prior courses of dealing and performance between the PARTIES, and trade usage and practices which may or may not be acceptable in the industry, also may not be used by the PARTIES or by a Court of law to interpret the terms and conditions stated herein. (Madison Indus. Inc. V. Eastman Kodak Co., 243 N.J. Super. 578,581 A.2nd 85 (1990)).

20. ORAL MODIFICATIONS AND WAIVERS

The rights and benefits of the City, under this AGREEMENT and any parts thereof, may not be orally modified or waived.

21. WRITTEN MODIFICATIONS AND WAIVERS

The rights and benefits of the City, under this AGREEMENT and any parts thereof, may be modified or waived so long as said modification or waiver is in writing and signed by the City Manager.

22. DEFECTIVE WORK

If any part or portion of the work done or material furnished under this contract shall prove defective and not in accordance with the drawings and specifications, and if the imperfection in the same shall not be of sufficient magnitude or importance as to make the work dangerous or unsuitable, or if the removal of such work will create conditions which are dangerous or undesirable, the owner shall have the right and authority to retain such work but shall make such deductions in the final payment therefore as may be just and reasonable.
IN WITNESS WHEREOF, the PARTIES have hereto, on the dates indicated, set their hands by and through their duly authorized agents.

CITY OF GRANTS PASS:

BY: ___________________________ DATE: ___________
Bradley Clark, Community Development Director

DATE: ___________
Aaron K. Cubic, City Manager

DATE: ___________
ATTEST:
Karen Frerk, City Recorder

DATE: ___________
APPROVED AS TO FORM:
Augustus Ogu, City Attorney

DATE: ___________
CONTRACTOR:

BY: ___________________________ DATE: ___________
(Signature)

DATE: ___________
(Print Name) (Title)
Resolution authorizing the City Manager to submit a grant application to the Oregon Office of Emergency Management for the SPIRE II grant.

Item: 5.g. RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE OREGON OFFICE OF EMERGENCY MANAGEMENT FOR THE SPIRE II GRANT.

Date: May 18, 2022

SUBJECT AND SUMMARY:

This resolution authorizes the City Manager to submit a regional grant application for one portable eight-barrier trailer kit that has an approximate value of $101,600 to provide protection for residents, and private and public assets from vehicle-borne threats.

RELATIONSHIP TO COUNCIL GOALS:

This supports the Council's goal to ENHANCE COMMUNITY SAFETY by providing protection at public events from planned or unplanned vehicle-borne threats.

CALL TO ACTION SCHEDULE:

Call to action schedule: May 18, 2022.

BACKGROUND:

The State Preparedness and Incident Response Equipment (SPIRE) Grant Program II (SPIRE II) is through the Oregon Office of Emergency Management and created to distribute emergency preparedness equipment. Equipment provided through the grant includes vehicles or other property of a value of at least $5,000 to eligible applicants. The City of Grants Pass as a local government with emergency preparedness expertise is an eligible applicant. If awarded the equipment, the equipment will remain with the City for its useful life unless reclaimed or repurposed by the state. The state retains ownership of any equipment disbursed and the state will work with grantee after the equipment's useful life for final disposition. The equipment user will be responsible for any cost incurred to operate the equipment.

The City of Grants Pass is requesting to apply for a regional award from SPIRE II in partnership with the cities of Medford and Ashland as well as Josephine and Jackson County Emergency Management. According to the grant stipulations each agency can apply for one piece of equipment per application. The cities of Medford and Ashland are also applying for one portable barrier trailer kit as well with the support of our respective county emergency management partners. We will share the equipment to meet the needs of our areas.
The Regional Anti-Vehicle Barrier Project would equip the cities of Ashland, Grants Pass and Medford as well as Jackson and Josephine counties with shared capability to rapidly deploy an effective anti-vehicle barrier system to protect people attending parades, ceremonies, summer markets, visits by dignitaries and other public gatherings from vehicle-borne attacks (such as vehicle ramming, vehicle-borne improvised explosive devices (VBIEDs, etc.) or accidents (reckless or drunk driving, etc.).

Most jurisdictions have attempted to use local resources and donated equipment/vehicles to prevent access to these events. This is usually done through volunteers who are placed near entrances to special events who direct traffic patterns away from the area. Traffic cones and limited barriers (“A” frame style barricades and water-filled barriers) are used in high threat areas. While this provides a visual deterrent, most of these barricade/barriers are not designed to stop a vehicle from driving into the event or gathering. These are simple visual devices that assist with traffic flow for individuals who are not intent on causing harm.

The equipment is being sought for regional use. The two counties and three cities will benefit from the equipment with the highest priority being for law enforcement support for planned activities or emergencies. By working regionally, it is possible to use the barrier kits when needed from the neighboring cities ensuring there will be supplemental barriers as needed and for unique or planned situations for protection from threats or potential threats. All phases of the project will work to maximize the use of the assets for the greatest return on the investment. The counties and the three cities are National Incident Management System compliant and are experienced operating in the incident command structure and according to FEMA guidelines during escalating incidents.

Grant funding for the Regional Anti-Vehicle Barrier Project would help address the gaps in sufficient physical protection barriers that have emerged from recent protests and COVID vaccination site concerns. The physical protective equipment needed is not currently available to these communities. The regional approach to applying for and sharing barriers provides the opportunity to access additional barriers in times of expected or unexpected need and will create safer spaces and prevent vehicle ramming through hardening soft targets and crowded places.

COST IMPLICATION:

There is no cost implication for the acquisition of the one portable eight-barrier trailer kit.

The grant does not include cost of maintenance. Maintenance will be covered by each jurisdiction. The needed maintenance does not appear to be extensive and, based on the manufacturer’s information, will be limited to touching-up paint, maintaining security cables, and placement of warning signs. Should a device be rendered damaged, restitution will be requested through criminal charges and each jurisdiction will be required to provide assistance to ensure the damaged equipment is repaired correctly and promptly.
Staff Report (continued):

ALTERNATIVES:

1. Authorize the submittal of the grant application for the equipment;
2. Find other grant sources for funding the purchase of the equipment; or
3. Not authorize applying for the grant funding at this time.

RECOMMENDED ACTION:

It is recommended the Council authorize the City Manager to apply to the Oregon Office of Emergency Management SPIRE II grant.

POTENTIAL MOTION:

I move to approve the resolution authorizing the City Manager to submit a grant application to the Oregon Office of Emergency Management for the SPIRE II grant.
RESOLUTION NO.

A RESOLUTION OF THE COUNCIL OF THE CITY OF GRANTS PASS
AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE
OREGON OFFICE OF EMERGENCY MANAGEMENT FOR THE SPIRE II GRANT.

WHEREAS:

1. The City of Grants Pass desires to submit a regional application requesting one
portable eight-barrier trailer kit from the Oregon Office of Emergency
Management State Preparedness and Incident Response Equipment (SPIRE)
Grant Program II for anti-vehicle barriers; and

2. The grant application is in partnership with the cities of Ashland and Medford and
Jackson and Josephine County Emergency Management; and

3. The award would Enhance Community Safety, a City Council goal; and

4. The City of Grants Pass, as a local government with expertise in emergency
preparedness, is eligible to apply for the award; and

5. The award will enable the cities of Grants Pass, Ashland and Medford, and
Josephine and Jackson counties to utilize physical protection barriers creating
safer spaces by preventing vehicle ramming through crowded places or private
and public assets to enhance safety for the community.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Grants
Pass that the City Manager is authorized to submit a grant application to the Oregon
Office of Emergency Management for the SPIRE II grant program.

EFFECTIVE DATE of this Resolution shall be immediate upon its passage by the
City Council and approval by the Mayor.

ADOPTED by the Council of the City of Grants Pass, Oregon, in regular session
this 18th day of May 2022.

SUBMITTED to and __________________ by the Mayor of the City of Grants Pass,
Oregon, this ___ day of May 2022.

__________________________
Sara Bristol, Mayor

ATTEST:

__________________________
Karen Frerk, City Recorder

Approved as to Form, Augustus Ogu, City Attorney

Date submitted to Mayor: ___
Resolution authorizing the City Manager to contract with State Accident Insurance Fund Corporation (SAIF) for Workers’ Compensation Insurance for FY’23.

Item:  Date: May 18, 2022

SUBJECT AND SUMMARY:

This resolution will continue the City’s coverage with the State Accident Insurance Fund Corporation (SAIF) for Workers’ Compensation Insurance.

RELATIONSHIP TO COUNCIL GOALS:

This supports the Council’s goal to provide cooperative, shared LEADERSHIP involving Council, staff and community by purchasing Workers’ Compensation Insurance coverage and services at the most reasonable cost available.

CALL TO ACTION SCHEDULE:

Call to action schedule: June 15, 2022, to ensure renewal is paid no later than June 25, 2022.

BACKGROUND:

In February 2021, the City’s prior Workers’ Compensation group, Citycounty Insurance Services (CIS), notified the City of their intent to terminate Workers’ Compensation coverage and partner with SAIF effective July 1, 2021. SAIF provides an insurance policy to cover all claims and expenses for the fiscal year.

SAIF calculates premiums based on job class rates defined by the National Council on Compensation Insurance (NCCI) multiplied by the estimated payroll for the job class. The employer liability insurance premium is added in and the total subject premium is factored by the modification rating. The City has an excellent modification factor of .60 for FY’23, dropping from .68 for FY’22. A modification factor below 1.0 provides a reduction in the overall premium.

The City’s prior membership with CIS allowed us to transition into the CIS Servicing Group (OGSERP) under SAIF to receive a 9% discount on the modified premium for FY’23. In addition, the City will receive a 3.5% discount after the OGSERP reduction for paying the annual premium in full. SAIF’s premium estimate for the guaranteed cost plan utilizing the aforementioned calculations, plus the addition of state required assessments and premiums, is $201,866.91 for FY’23, a reduction of $31,581 from the FY’22 premiums.

ITEM: 5.h. RESOLUTION AUTHORIZING THE CITY MANAGER TO CONTRACT WITH STATE ACCIDENT INSURANCE FUND CORPORATION (SAIF) FOR WORKERS’ COMPENSATION INSURANCE FOR FY’23.
Staff Report (continued):

COST IMPLICATION:

The revenue source for the internal service insurance fund that accounts for all Workers’ Compensation Insurance resources comes from payments into the Workers’ Compensation Insurance Fund every two weeks when payroll is processed. Each operating division that has staff pays a rate based on payroll and job type into the internal Workers’ Compensation Insurance Fund to cover insurance costs.

The total premium estimate for FY’23 is $201,866.91.

ALTERNATIVES:

1. Council can direct staff to contract with SAIF for Workers’ Compensation Insurance; or

2. Council can direct staff to contract with SAIF for Workers’ Compensation Insurance for FY’23 and direct staff to research returning to a self-insured status in the future.

RECOMMENDED ACTION:

It is recommended Council authorize the City Manager to contract with SAIF for Workers’ Compensation Insurance.

POTENTIAL MOTION:

I move to approve the resolution authorizing the City Manager to contract with SAIF for Workers’ Compensation Insurance.
RESOLUTION NO.

A RESOLUTION OF THE COUNCIL OF THE CITY OF GRANTS PASS
AUTHORIZING THE CITY MANAGER TO CONTRACT WITH STATE ACCIDENT
INSURANCE FUND CORPORATION (SAIF) FOR WORKERS’ COMPENSATION
INSURANCE FOR FY’23.

WHEREAS:

1. Pursuant to Oregon Revised Statutes 656.017 the City of Grants Pass is required
to provide subject workers and their beneficiaries compensation for compensable
injuries; and

2. All City employees are subject workers; and

3. The City began partnering with State Accident Insurance Fund Corporation
(SAIF) for these services in fiscal year 2022; and

4. SAIF has provided the City a quote for Workers’ Compensation coverage at a
competitive price for fiscal year 2023; and

5. The City of Grants Pass finds that membership in SAIF is the most effective
program for managing Workers’ Compensation claims.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Grants
Pass that the City is interested in continuing Workers’ Compensation coverage with
SAIF. The City Manager is hereby authorized to execute such documents to effect
coverage as described in Exhibit ‘A’, which is attached hereto and incorporated herein.

EFFECTIVE DATE of this Resolution shall be immediate upon its passage by the
City Council and approval by the Mayor.

ADOPTED by the Council of the City of Grants Pass, Oregon, in regular session
this 18th day of May 2022.

SUBMITTED to and ________________ by the Mayor of the City of Grants Pass,
Oregon, this ___ day of May 2022.

______________________________
Sara Bristol, Mayor

ATTEST:

______________________________ Date submitted to Mayor: _____________
Karen Frerk, City Recorder

Approved as to Form, Augustus Ogu, City Attorney

169
City of Grants Pass

Premium estimate for Guaranteed Cost

| Period: 07/01/2022 - 07/01/2023 | Policy: 100035352 |
| Group: CIS | Plan: Version #1 (1) |

Rating period: 07/01/2022 to 07/01/2023
Location 1: 101 NW A St, Grants Pass, OR

<table>
<thead>
<tr>
<th>Classification description</th>
<th>Class</th>
<th>Subject payroll</th>
<th>Rate</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Computer Dev-Instl/Inspec/Ser/Repr</td>
<td>5191</td>
<td>$104,969.00</td>
<td>0.8</td>
<td>$839.75</td>
</tr>
<tr>
<td>Street/Rd Const-Fnl</td>
<td>5506</td>
<td>$232,598.00</td>
<td>4.51</td>
<td>$10,490.17</td>
</tr>
<tr>
<td>Grad/Pve/Rep/Dr</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer Construction-All Oper-Dr</td>
<td>6306</td>
<td>$151,333.00</td>
<td>3.52</td>
<td>$5,326.92</td>
</tr>
<tr>
<td>Watermain Connc-Const &amp; Dr</td>
<td>6319</td>
<td>$177,715.00</td>
<td>3.35</td>
<td>$5,953.45</td>
</tr>
<tr>
<td>Waterworks Operation-Dr</td>
<td>7520</td>
<td>$724,967.00</td>
<td>2.28</td>
<td>$16,529.25</td>
</tr>
<tr>
<td>Sewage Disposal Plant Oper-Dr</td>
<td>7580</td>
<td>$658,024.00</td>
<td>2.3</td>
<td>$15,134.55</td>
</tr>
<tr>
<td>Firefighters And Drivers</td>
<td>7710</td>
<td>$3,299,194.00</td>
<td>3.96</td>
<td>$130,648.08</td>
</tr>
<tr>
<td>Police Officers &amp; Dr</td>
<td>7720</td>
<td>$5,910,492.00</td>
<td>2.8</td>
<td>$165,493.78</td>
</tr>
<tr>
<td>Vol Security Enfor/Prot-Contr/Dr</td>
<td>7720</td>
<td>$28,800.00</td>
<td>2.8</td>
<td>$806.40</td>
</tr>
<tr>
<td>Auto-Sales/Serv/Repr-Agency-Dr</td>
<td>8380</td>
<td>$190,700.00</td>
<td>2.12</td>
<td>$4,042.84</td>
</tr>
<tr>
<td>Vol Frmnn @ 800/Mo Ea</td>
<td>8411</td>
<td>$76,800.00</td>
<td>1.15</td>
<td>$883.20</td>
</tr>
<tr>
<td>Salesperson-Outside-No Delivery</td>
<td>8742</td>
<td>$390,135.00</td>
<td>0.21</td>
<td>$819.28</td>
</tr>
<tr>
<td>Office Clerical</td>
<td>8810</td>
<td>$3,492,836.00</td>
<td>0.11</td>
<td>$3,842.12</td>
</tr>
<tr>
<td>Buildings-Operation By Owner Or Lessee &amp; Drivers</td>
<td>9015</td>
<td>$234,472.00</td>
<td>2.99</td>
<td>$7,010.71</td>
</tr>
<tr>
<td>Lawn Maint-Comm/Domest-Dr</td>
<td>9102</td>
<td>$409,888.00</td>
<td>2.99</td>
<td>$12,255.65</td>
</tr>
<tr>
<td>Street Cleaning-Dr</td>
<td>9402</td>
<td>$0.00</td>
<td>4.25</td>
<td>$0.00</td>
</tr>
<tr>
<td>Municipal/Twn/Cnty/State Emp-NOC</td>
<td>9410</td>
<td>$1,402,262.00</td>
<td>1.27</td>
<td>$17,808.73</td>
</tr>
</tbody>
</table>

**Total manual premium**

$17,485,185.00

$397,884.88

<table>
<thead>
<tr>
<th>Description</th>
<th>Basis</th>
<th>Factor</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>EL Increased Limits premium (Part II)</td>
<td>$397,884.88</td>
<td>1.009</td>
<td>$3,580.96</td>
</tr>
</tbody>
</table>

**Total subject premium**

$401,465.84

<table>
<thead>
<tr>
<th>Description</th>
<th>Basis</th>
<th>Factor</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Experience Rating</td>
<td>$401,465.84</td>
<td>0.6</td>
<td>$160,586.34</td>
</tr>
</tbody>
</table>

**Total modified premium**

$240,879.50

<table>
<thead>
<tr>
<th>Description</th>
<th>Basis</th>
<th>Factor</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>OGSERP factor</td>
<td>$240,879.50</td>
<td>0.94</td>
<td>$14,452.77</td>
</tr>
<tr>
<td>Pre-pay credit</td>
<td>$226,426.73</td>
<td>0.965</td>
<td>$7,924.94</td>
</tr>
</tbody>
</table>

**Total standard premium**

$218,501.79

<table>
<thead>
<tr>
<th>Description</th>
<th>Basis</th>
<th>Factor</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oregon Total Premium</td>
<td>$218,501.79</td>
<td>0.17</td>
<td>$37,155.32</td>
</tr>
<tr>
<td>Premium Discount</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Terrorism Premium</td>
<td>$17,485,185.00</td>
<td>0.005</td>
<td>$874.26</td>
</tr>
<tr>
<td>Catastrophe Premium</td>
<td>$17,485,185.00</td>
<td>0.01</td>
<td>$1,748.52</td>
</tr>
<tr>
<td>DCBS Assessment</td>
<td>$182,629.21</td>
<td>1.098</td>
<td>$17,897.66</td>
</tr>
</tbody>
</table>

**Total premium and assessment**

$201,866.91
CITY OF GRANTS PASS COMMUNITY DEVELOPMENT DEPARTMENT

COMPREHENSIVE PLAN AMENDMENT:
AMENDMENTS TO THE HOUSING ELEMENT AND POLICIES,
COMPREHENSIVE PLAN TEXT AMENDMENT,
CITY COUNCIL FINDINGS OF FACT

<table>
<thead>
<tr>
<th>Procedure Type:</th>
<th>Type IV: Planning Commission Recommendation and City Council Decision</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Number:</td>
<td>405-00127-21</td>
</tr>
<tr>
<td>Project Type:</td>
<td>Comprehensive Plan Amendment</td>
</tr>
<tr>
<td>Applicant:</td>
<td>Community Development Department</td>
</tr>
<tr>
<td>Staff Assigned:</td>
<td>Amber Neeck (CD)</td>
</tr>
<tr>
<td>Application Received:</td>
<td>12/22/2021</td>
</tr>
<tr>
<td>Application Complete:</td>
<td>12/22/2021</td>
</tr>
<tr>
<td>Date of Planning Commission Staff Report:</td>
<td>02/02/22</td>
</tr>
<tr>
<td>Date of Planning Commission Hearing:</td>
<td>02/09/22, 02/23/22, 03/09/22</td>
</tr>
<tr>
<td>Date of Planning Commission Findings of Fact:</td>
<td>03/23/22</td>
</tr>
<tr>
<td>Date of City Council Ordinance Report:</td>
<td>04/20/22</td>
</tr>
<tr>
<td>Date of City Council Hearing:</td>
<td>05/04/22</td>
</tr>
<tr>
<td>Date of City Council Findings of Fact:</td>
<td>05/18/22</td>
</tr>
</tbody>
</table>

I. PROPOSAL:

Adopt the 2021 Housing Needs Analysis and Buildable Lands Inventory as an ancillary document to the Grants Pass Comprehensive Plan; and to amend the current Grants Pass Comprehensive Plan Element 9: Housing Element Index and Policies.

(See Exhibits 1 & 2.)

II. AUTHORITY AND CRITERIA:

The passage of the Oregon Land Use Planning Act of 1974 (ORS Chapter 197) established the Land Conservation and Development Commission (LCDC) and the Department of Land Conservation and Development (DLCD). The Act required the Commission to develop and adopt a set of statewide planning goals. Goal 10 addresses housing in Oregon and provides guidelines for local governments to follow in developing their local comprehensive land use plans and implementing policies.

At a minimum, local housing policies must meet the applicable requirements of Goal 10 and the statutes and administrative rules that implement it (ORS 197.270, 197.293, 197.307, and OAR 660-008). Goal 10 requires incorporated cities to complete an inventory of buildable residential

---

1 ORS 197.296 only applies to cities with populations over 25,000.
lands. Goal 10 also requires cities to encourage the numbers of housing units in price and rent ranges commensurate with the financial capabilities of its households.

Goal 10 defines needed housing types as "all housing on land zoned for residential use or mixed residential and commercial use that is determined to meet the need shown for housing within an UGB at price ranges and rent levels that are affordable to households within the county with a variety of incomes, including but not limited to households with low incomes, very low incomes and extremely low incomes." ORS 197.303 defines needed housing types:

(a) Housing that includes, but is not limited to, attached and detached single-family housing and multiple family housing for both owner and renter occupancy.

(b) Government assisted housing.²

(c) Mobile home or manufactured dwelling parks as provided in ORS 197.475 to 197.490.

(d) Manufactured homes on individual lots planned and zoned for single-family residential use that are in addition to lots within designated manufactured dwelling subdivisions.

(e) Housing for farmworkers.

III. APPEAL PROCEDURE:

The City Council’s final decision may be appealed to the State Land Use Board of Appeals (LUBA) as provided in state statutes. A notice of intent to appeal must be filed with LUBA within 21 days of the Council’s written decision.

IV. PROCEDURE:

A. An application for Amendments to the Housing Element and Policies to the Comprehensive Plan was submitted on December 22, 2021 and deemed complete on December 22, 2021. The application was processed in accordance with Section 4.103 of the Development Code.

B. Notice of the proposed amendment was sent to the Oregon Department of Land Conservation and Development (DLCD) on December 23, 2021, in accordance with ORS 197.610 and OAR Chapter 660-Division 18.

C. Notice of the proposed amendment was sent to Josephine County on December 23, 2021, in accordance with ORS 197.610 and OAR Chapter 660-Division 18.

D. A public hearing was held by the UAPC on February 9, 2022, to consider the proposal and make a recommendation to City Council. The UAPC made a recommendation of continuance to a later date with the following requested corrections:

   1. The motion to change the policy and objectives 9.2 to add in a yearly analysis.

   2. The motion to have staff reword bullet point 9.6 to be a more actionable item using the same topic idea.

   3. The motion that within housing and affordability and homeless section 9.18 be reword-smithed by city staff and brought back for approval with recommendations that the word partner be struck or replaced. And the

² Government assisted housing can be any housing type listed in ORS 197.303 (a), (c), or (d).
explanation, for example, purchase affordable housing projects be completely struck.

E. A public hearing was held by the UAPC on February 23, 2022, to consider the proposal corrections and make a recommendation to City Council. The UAPC made a recommendation of continuance to a later date with the following requested correction
   1. Provide background information on House Bill 2583 that struck local definitions of “family” out of zoning codes.

F. A public hearing was held by the UAPC on March 9, 2022, to consider the proposal corrections and make a recommendation to City Council. The UAPC made a recommendation of approval with corrections to the city council.

G. A public hearing was held by the City Council on May 4, 2022, to consider the ordinance. The City council made a motion to adopt the Ordinance amending the Housing Element and Policies of the Grants Pass Comprehensive Community Development Plan and have it read by title only.

V. SUMMARY OF EVIDENCE:

A. The basic facts and criteria regarding this application are contained in the February 2, 2022 Staff Report and its exhibits, which is attached as Exhibit “A” and incorporated herein.

B. The minutes of the public hearing held by the Urban Area Planning Commission on February 9, 2022, February 23, 2022 and March 9, 2022, attached as Exhibit “B, C, and D”, summarize the oral testimony presented and are hereby incorporated herein.

C. The changes to the Comprehensive Plan Text Amendments requested by the UAPC on February 9, 2022 are attached as Exhibit “E”.

D. The Changes to the Comprehensive Plan Policies requested by the UAPC on February 9, 2022 are attached as Exhibit “F”.

E. The changes to the Housing Needs Analysis requested by the UAPC on February 9, 2022 are attached as Exhibit “G”.

F. The changes to the Comprehensive Plan Text Amendments requested by the UAPC on February 23, 2022 are attached as Exhibit “H”.

G. The Changes to the Comprehensive Plan Policies requested by the UAPC on February 23, 2022 are attached as Exhibit “I”

H. The PowerPoint given by staff on February 9, 2022 is attached as Exhibit “J”.
I. The basic facts and criteria regarding this ordinance are contained in the May 4th, 2022 Ordinance Report and its exhibits, which is attached at Exhibit "K" and incorporated herein.

J. The minutes of the public hearing held by the City Council on May 4th, 2022 attached as Exhibit "L", summarize the oral testimony presented and are hereby incorporated herein.

K. The PowerPoint given by staff on May 4th, 2022 is attached as Exhibit "M".

L. The Ordinance document provided to City Council on May 4th, 2022 is attached as Exhibit "N".

VI. FINDINGS OF FACT:

The Grants Pass City Council found that based upon the testimony given at the public hearing and the Planning Commission recommendation, the proposal meets the criteria found in the Comprehensive Plan Policy 13.5.4 based on the reasons stated in the findings included below.

VII. BACKGROUND AND DISCUSSION:

The City of Grants Pass last updated its Housing Needs Analysis and Element 9 of its Comprehensive Plan in 2014 as part of the periodic review requirement under state law. Since that time, the city and the region have experienced a historic housing crisis driven by continued population growth and underproduction of housing in the wake of the 2008 financial crisis and subsequent recession. Issues of housing equity, affordable housing, and houselessness have grown increasingly important as the deficit of housing access for middle- and lower-income households increases.

The 2021 Housing Needs Analysis (HNA) was developed in compliance with OAR 660 Division 10 (Statewide Planning Goal 10: Housing) and is a technical study that compares projected demand for land for housing to the existing supply of such land. The purpose of the HNA is to provide needed analysis and policy guidance to the city in meeting its needs and desires to provide housing opportunity for all residents, as outlined in Chapter 9 of the Comprehensive Plan, while complying with State housing goals and requirements.

The tasks include examining future population projections and demographic trends to assess Grants Pass housing development potential, projecting household growth and determining short- and long-term demand for residential land. This demand is compared to and inventory of suitable residential land (supply) to assess the sufficiency of immediate and long-term (20 year) supply of residential land in the city.

Proposal Description

Housing Needs Analysis

The Housing Needs Analysis serves as a component and ancillary document of the Grants Pass Comprehensive Plan. It identifies the amount of needed residential land for the next 20 years, and strategies to implement the city’s vision related to housing. It builds on a comprehensive study of the local housing market and future trends and an in-depth review of
current local, regional, state, and federal housing requirements, goals, and initiatives. The strategies in the report will help guide future housing policy and land use decisions.

The primary goals in updating the city’s Housing Needs Analysis and amending Chapter 9 Housing of the Comprehensive Plan are threefold:

- Ensuring that the City’s Comprehensive Plan remains a relevant and informative tool for decision makers;
- Complying with Statewide planning Goal 10: Housing and the associated OAR 660 Division 8; and providing needed analysis and information for current and future long-range planning efforts.
- Updating the city’s Buildable Lands Inventory: The Buildable Lands Inventory is a related but distinct analysis that is outlined under OAR 660-038-0060. It requires an assessment of the capacity of land within the city’s Urban Growth Boundary to accommodate forecasted housing and employment needs.

VIII. APPLICABLE CRITERIA:

CRITERION (a): Applicable planning goals and guidelines of the State of Oregon.

Goal 1, Citizen Involvement:

City Council’s Response: Satisfied. Public involvement has included postings on the City’s website, direct contact with certain community groups and organizations, and face-to-face community events including an open house at city hall. The Housing Advisory Committee formed a sub-committee of four members who held five meetings with the City’s consultants between October 2020 and April 2021. Additional findings of fact and conclusions of law may be required following public hearings on the subject amendments. Prior to the UAPC public hearing, there is no basis upon which to make any findings or conclusions with respect to the citizen involvement criterion. Public notice of the proposal has been provided. The proposal is scheduled for public hearings and all public comment will be included in the public record for this application.

Goal 10, Housing:

City Council’s Response: Satisfied. The purpose of the Housing Element is to meet the requirements of Statewide Planning Goal 10, OAR 660-008, and ORS 197.296. Specifically, OAR 660-008-0045 sets deadlines for when Oregon cities must complete their Housing Needs analysis. The City of Grants Pass is one of six cities that must adopt its HNA no later than December 31, 2022. Within this policy context, the Housing Element must identify local housing needs and buildable lands. (Note: How the housing needs will be met is addressed through a separate, state-mandated review called the Housing Production Strategy. The City is currently working with consultant ECONorthwest to perform this study, anticipated for completion by early 2023.) The proposed changes in Exhibits 1 and 2 will amend the Housing section of the Comprehensive Plan.

CRITERION (b): Citizen review and comment.

City Council’s Response: Satisfied. A survey asking for citizen input addressing housing policy and code updates was set up as an interactive tool on the city website. Public response and postings on the website were modest, with about 84 responses. A few key takeaways from that survey were the calling for utilizing existing land and

405-00127-21: Comp Plan Text Amendment, Housing Needs Analysis
TYPE IV - PLANNING COMMISSION Findings of Fact

Page 5 of 6
structures more efficiently and increasing density utilizing vertical housing. Following the public hearing all public comments will be made part of the record.

**CRITERION (c):** Review and comment from affected governmental units and other agencies.

City Council's Response: Satisfied. The Department of Land Conservation and Development (DLCD), and Josephine County were notified of the proposed amendment within the minimum required timeframes. Any comments received will be addressed during the public hearings.

**CRITERION (d):** A demonstration that any additional need for basic urban services (water, sewer, streets, storm drainage, parks, and fire and police protection) is adequately covered by adopted utility plans and service policies, or a proposal for the requisite changes to said utility plans and service policies as a part of the requested Comprehensive Plan amendment.

City Council's Response: The Housing Needs Analysis and Buildable Lands Inventory documents are intended to project and identify housing needs through the year 2040. The legislation does not require a detailed analysis of how urban services and other public infrastructure will or will not meet that need. However, the adopted master sewer, water, stormwater, and transportation plans were all modeled on build-out projections of the Urban Growth Boundary using the 2014 Comprehensive Plan land use designations and maximum densities. The estimated number of 4055 dwelling units plus the group housing needs identified in the Housing Needs Analysis will fall within the projected populations in the adopted master plans.

**CRITERION (e):** Additional information as required by the review body.

City Council's Response: Not Applicable

**CRITERION (h):** In lieu of item (2) above, demonstration that the Plan was adopted in error.

City Council's Response: Not applicable.

**IX. DECISION AND SUMMARY:**

On May 04, 2022, the City Council APPROVED the request to Amend the Housing Element of the Grants Pass Comprehensive Community Development Plan. The vote was 6-0 with Councilors King, Lovelace, Riker, Collins, Ogier, DeLaGrange voting in favor, none opposed, and Councilors Pell, and Faszer absent.

**X. FINDINGS APPROVED BY THE CITY COUNCIL this 18th day of May, 2022.**

Sara Bristol, Mayor
The Council of the City of Grants Pass met in regular session on the above date with Council President King presiding. The following Councilors were present: Collins, DeLaGrange, King, Lovelace, Ogier and Riker. Also present and representing the City were City Manager Cubic, Police Chief Hensman, Community Development Director Clark, Finance Director Rowley, Public Works Director Canady, City Attorney Ogu, Accountant Shults and City Recorder Freck. Absent: Mayor Bristol, Councilors Faszer and Pell, Public Works Director Canady and Deputy Fire Chief DeLange.

Council President King called the meeting to order.

1. PUBLIC HEARING

Legislative


   Councilor Lovelace moved to have the ordinance read by title only, first reading. Councilor Ogier seconded the motion. The vote resulted as follows: "Ayes": Collins, DeLaGrange, King, Lovelace, Ogier, and Riker. "Nays": None. Absent: None. Abstain: None. Absent: Faszer and Pell. The motion passed.

   Councilor DeLaGrange moved to have the ordinance read by title only, second reading. Councilor Riker seconded the motion. The vote resulted as follows: "Ayes": Collins, DeLaGrange, King, Lovelace, Ogier, and Riker. "Nays": None. Absent: None. Abstain: None. Absent: Faszer and Pell. The ordinance was adopted.

2. COUNCIL ACTION

   a. Resolution allocating American Rescue Plan Act (ARPA) funds.

      RESOLUTION NO. 22-7183

      Councilor DeLaGrange moved and Councilor Riker seconded to adopt Resolution 22-7183 and the vote resulted as follows: "Ayes": Collins, DeLaGrange, King, Lovelace, Ogier and Riker. "Nays": None. Absent: None. Abstain: None. Absent: Faszer and Pell. The resolution was adopted.

   b. Resolution approving the purchase of real property at 2467 Allen Creek Road.

      RESOLUTION NO. 22-7184

      Councilor DeLaGrange moved and Councilor Collins seconded to adopt Resolution 22-7184 and the vote resulted as follows: "Ayes": Collins, DeLaGrange, King, Lovelace,

3. PUBLIC COMMENT

a. Opportunity to review public comment.

b. Review emails.

4. CONSENT AGENDA


RESOLUTION NO. 22-7185

Councilor DeLaGrange moved and Councilor Riker seconded to adopt Resolution 22-7185 and the vote resulted as follows: "Ayes": Collins, DeLaGrange, King, Lovelace, Ogier and Riker. "Nays": None. Abstain: None. Absent: Faszer and Pell. The resolution was adopted.

b. Resolution amending banking authorizations.

RESOLUTION NO. 22-7186

Councilor DeLaGrange moved and Councilor Riker seconded to adopt Resolution 22-7186 and the vote resulted as follows: "Ayes": Collins, DeLaGrange, King, Lovelace, Ogier and Riker. "Nays": None. Abstain: None. Absent: Faszer and Pell. The resolution was adopted.

c. Motion approving the minutes of the City Council meeting of April 20, 2022.

Councilor DeLaGrange moved and Councilor Riker seconded to approve the minutes of the City Council meeting of April 20, 2022, and the vote resulted as follows: "Ayes": Collins, DeLaGrange, King, Lovelace, Ogier and Riker. "Nays": None. Abstain: None. Absent: None. The motion passed.

d. Motion acknowledging the minutes of the Urban Tree Advisory Committee meeting of February 14, 2022.

Councilor DeLaGrange moved and Councilor Riker seconded to acknowledge the minutes of the Urban Tree Advisory Committee meeting of February 14, 2022, and the vote resulted as follows: "Ayes": Collins, DeLaGrange, King, Lovelace, Ogier and Riker. "Nays": None. Abstain: None. Absent: Faszer and Pell. The motion passed.

e. Motion acknowledging the minutes of the Bikeways and Walkways Committee meeting of February 8, 2022.

Councilor DeLaGrange moved and Councilor Riker seconded to acknowledge the minutes of the Bikeways and Walkways Committee meeting of February 8, 2022, and the

f. Motion acknowledging the minutes of the Tourism Advisory Committee meeting of February 1, 2022.

Councilor DeLaGrange moved and Councilor Riker seconded to acknowledge the minutes of the Tourism Advisory Committee meeting of February 1, 2022, and the vote resulted as follows: “Ayes”: Collins, DeLaGrange, King, Lovelace, Ogier and Riker. “Nays”: None. Abstain: None. Absent: Faszer and Pell. The motion passed.

g. Motion acknowledging the minutes of the Tourism Advisory Committee meeting of March 1, 2022.

Councilor DeLaGrange moved and Councilor Riker seconded to acknowledge the minutes of the Tourism Advisory Committee meeting of March 1, 2022, and the vote resulted as follows: “Ayes”: Collins, DeLaGrange, King, Lovelace, Ogier and Riker. “Nays”: None. Abstain: None. Absent: Faszer and Pell. The motion passed.

h. Motion acknowledging the minutes of the Urban Area Planning Commission meeting of March 9, 2022.

Councilor DeLaGrange moved and Councilor Riker seconded to acknowledge the minutes of the Urban Area Planning Commission meeting of March 9, 2022, and the vote resulted as follows: “Ayes”: Collins, DeLaGrange, King, Lovelace, Ogier and Riker. “Nays”: None. Abstain: None. Absent: Faszer and Pell. The motion passed.

i. Motion acknowledging the minutes of the Urban Area Planning Commission meeting of March 23, 2022.

Councilor DeLaGrange moved and Councilor Riker seconded to acknowledge the minutes of the Urban Area Planning Commission meeting of March 23, 2022, and the vote resulted as follows: “Ayes”: Collins, DeLaGrange, King, Lovelace, Ogier and Riker. “Nays”: None. Abstain: None. Absent: Faszer and Pell. The motion passed.

j. Motion acknowledging the minutes of the Historical Buildings and Sites Commission meeting of October 14, 2021.


5. MATTERS FROM MAYOR, COUNCIL AND STAFF

a. Mayor & Council Comments.

b. Staff Comments.
6. EXECUTIVE SESSION: None.

7. ADJOURN:

There being no further business to come before the Council, Council President King adjourned the meeting at 6:52 pm.

The ordinances, resolutions and motions contained herein, and the accompanying votes have been verified by:

___________________________
City Recorder
TOURISM ADVISORY COMMITTEE
Meeting Minutes – April 5, 2022, at 4:00 pm
Ridge Room 108

Committee Members:
Doug Bradley (Chair)
Terry Hopkins (Vice Chair)
Barb Hochberg - absent
Tamara Bushnell
Wynnis Grow
Rebecca Anderson - absent
Mandi DelVaglio
Tamra Martin
Kevin Hopper - absent

City/Staff/Chamber/Council Liaisons:
Brian DeLaGrange (City Councillor) - absent
Josie Molloy (Chamber Liaison)
Darin Fowler (County Liaison)
Bradley Clark (Interim City Liaison)
Guest:
Tori Middelstadt, Travel Grants Pass
Colleen Padilla, SOREDI

1. Roll Call: Chair Bradley started the meeting and took roll at 4:04 pm.

2. Introductions: New members – Tamra Martin from the Fair Grounds and Kevin Hopper from Dutch Bros.

3. Public Comment – none

4. Approval of Minutes:
   a. Approval of minutes from March 1, 2022.

   **MOTION**
   Member Grow moved, and Vice Chair Hopkins seconded the motion to approve the March 1, 2022, minutes, as submitted. The vote resulted as follows: “AYES”: Chair Bradley, Vice Chair Hopkins, Members Bushnell, Grow, DelVaglio, Martin. “NAYS”: None. Abstain: None. Absent: Member Hochberg, Anderson, Hopper.
   The motion passed.

5. Work Session Items:
   a. Update: Colleen Padilla (SOREDI)
      * Colleen Padilla provided an update on 1 Rogue Valley Strategic Plan tourism related activity. Focus is on funding mechanism(s) to increase travel to Southern Oregon. Initiatives include deepening partnerships, leveraging regional arts and culture industry, growing regional outdoor recreations sports and “Agro” tourism industries (food and wine).
   
   b. Review Committee Bylaws: Chair Bradley requested City Staff provide the bylaws to the committee for review at the next meeting, May 3rd. Item was postponed.
   
   c. Tori Middelstadt: Update
      * Tori briefly updated committee on the Destination Ready Program, Grant for a RARE volunteer, White Water Park Feasibility Study, Dollar Mountain Trail, growing local food ingredient sources (sourcing local).
   
   d. Caveman Plaza Task Force: Update
      * Brad updated the committee; Staff is working on budgeting and financing numbers to present and recommend being a work session item in July meeting.
e. **Committee: Member Hopkins asked about an update on Parklet Survey**
   - Brad stated that response rate was low out of 750 total sent out, approximately 48 responded (30 residential, 18 commercial).

f. **Staff: Brad update on Banners of 6th and 7th Street**
   - Brad stated that he had an update regarding Bob Schaller public comment of how rules are being interpreted. ODOT is taking back full jurisdiction for banner permit requests over 6th and 7th streets.

6. **Information Sharing**
   - **Chamber of Commerce:**
     - Josie Molloy updated committee on Chamber’s Newsletter, Wine Stroll Event and the Chamber is producing candidate forms for the open seat for the election (Josephine County Commissioner).
   - **Fair Grounds:** Member Martin announced the Rogue Round Up and BBQ Competition coming up.

7. **Future Agenda Building for Next Meeting:**
   a. Review Committee Bylaws

8. **Adjournment:**
   a. Meeting adjourned at 5:01 pm

Next scheduled meeting: May 3, 2022

*Minutes prepared by James Conway, Staff Liaison*
CENTRAL BUSINESS DISTRICT VITALIZATION TASKFORCE
Meeting Minutes – April 26, 2022, at 5:30 pm
Ridge Room 108

Committee Members:
Andreas Blech
Terri Collins-Bain
Ginger Ford
Nick Gates
Julia Hendricks
Terry Hopkins
Bob Lange - absent
Ward Warren

City/Staff/Chamber/Council Liaisons:
Joel King (City Councilor)
Bradley Clark (Community Development Director)
James Conway (City Liaison)

Guest:
Curt Collins (City Councilor)

1. Roll Call: NO Chair, Bradley started the meeting at 5:35 pm.

2. Introductions: Individual members, City Staff (Bradley and James), and City Councilors Joel King and Curt Collins introduced themselves and gave a brief overview of their interest in downtown.

3. Public Comment: None

4. Approval of Minutes: None

5. Work Session Items:
   a. Discussion/Election of Chair and Vice Chair:
      - Postponed until after staff presentation
   b. General comments from members:
      - Member Hendricks inquired if committee is scheduled to meet once or twice a month.
      - Chair Warren stated he would be fine with either meeting schedule times.
   c. Overview presentation of the purpose and scope of work approved by the City Council:
      - Brad presented a PowerPoint reviewing committee rules, Oregon Meeting Law, goals, code of conduct.
      - Councilor King stated that parking is a part of the scope as well.
      - Councilor Collins mentioned a third-party development firm SERA, should be involved, and provide a presentation of their capabilities to the Task Force.
      - Chair Warren mentioned that both City Council and the taskforce agreed to wait until the taskforce makes specific recommendations, that at that time if the recommendations are appropriate, we at that time would look at hiring a contractor and/or consultant to carry out the plan.
   d. Staff listening session member aspirations/expectations for taskforce outcomes:
      - Member Ford nominated Member Warren to be Chair and was seconded by Member Blech.
• Brad asked if there were other nominations and Member Hendricks nominated Member Gates, who deferred to Member Warren as Chair citing time constraints and his interest in Vice Chair.
• Brad called for a show of hands to vote for Member Warren as Chair and Member Gates as Vice Chair.

MOTION/VOTE to Elect Chair
Member Ford moved, and Member Blech seconded the motion to elect Ward Warren as Chair. The vote resulted as follows: “AYES”: Members Blech, Collins-Bain, Ford, Hendricks, Hopkins, and Warren. “NAYS”: None. Abstain: None. Absent: Member Lange.
The motion passed.

• Chair Warren described his relationship with Travis Boersma and shared his commitment to the success of downtown. He expressed his concern to any potential loss of 150+ parking spaces in Caveman Plaza.
• Chair Warren suggested to invite Travis, Jim Love and any other influential person that has personal interest in the vitalization of downtown to attend future meetings.
• Councilor King advised a brainstorming session and to use the next meeting to begin outlining specific projects on a sheet to discuss prioritization.
• Vice Chair Gates agreed and stated that prioritization of projects will result in a better plan and utilize the taskforce and we should prioritize “hot” topics and include how Caveman Plaza and G Street reconfiguration potentially relate to other downtown projects.
• Chair Warren suggested to invite CoPA members to attend future meetings as this relates to the vitalization of downtown. He also mentioned potential projects like future event space, lighting, and parking.
• Member Hendricks stated that committee task is no longer focused on Caveman Plaza, but the redesign of the Plaza would have big impacts on other downtown projects.
• Vice Chair Gates said the best thing we can do is read through the Terrain Architect document and after 2 or 3 meetings determine how outside sources may have an impact.
• Vice Chair Gates stated Taskforce should go after low hanging fruit first and this was supported by Councilor King.
• Member Hopkins and other members requested copies of additional reports, budgets, and City Master Plan to help guide their decision making.
• Brad offered to provide a list of active planning and building permits in the CBD.

e. Setting of 2022 meeting schedule
• Chair Warren suggested to set the meeting schedule, and Member Blech suggested every 2 weeks to start, better to “hit it hard” in the beginning.
• Vice Chair Gates requested to have one of the meetings times during the day, due to time constraints and increase attendance.
Chair Warren put up the meeting schedule to meet twice a month and was passed unanimously.
Consensus of all members was reached on the day and time of the week each meeting will be held. Tuesday meetings will be held at 5:30 PM and Monday meetings at 3:00 PM (every two weeks).
Next meeting: Monday, May 9 at 3:00 PM
Following meeting: Tuesday May 24 at 5:30 PM

6. Information Sharing
   a. No specific information sharing was conducted

7. Future Agenda Building for Next Meeting:
   a. Prioritizing Downtown projects, listing and discussing prioritization.
   b. Brainstorming, idea sharing from each member on vision and direction
   c. Potential role of third-party urban design firm
   d. May meeting

8. Adjournment:
   a. Meeting adjourned at 7:05 pm

Next scheduled meeting: May 9, 2022 at 3:00 P.M.
Minutes prepared by James Conway, Staff Liaison
SUSTAINABILITY AND ENERGY ACTION TASKFORCE
Meeting Minutes – April 5, 2022, at 3:30 PM
Council Chambers

Member Attendance:
Robert Allen - Present
David Bartlett – Present
Josh Berger – Present
Tom Bradbeer Co-Vice Chair – Present
Karen Chase – Absent
Ethan Nelson Co-Vice Chair – Present
Jan O’Hara – Chair - Absent
Matthew Rosen – Present
Dorothy Swain – Present
Arlo Todd - Absent

City Staff/Council Liaisons:
Vanessa Ogier (Councilor Liaison) – Absent
Jason Canady (City Liaison) – Present
Kyrrrha Sevco (City Public Works) – Present

Guests:
Gary Breinski
(Water Restoration Plant, Superintendent)
John Walker
(Water Restoration Plant, Lead Operator)

1. Roll Call/Introductions:

2. Public Comment: None

3. Taskforce Member Comments/Information:
   a. Member Rosen shared a webinar put on by Rocky Mountain Institute on Measurement of Greenhouse Gas Emissions for cities. There are possible resources for the taskforce. He will continue to review for applicable resources and post links on SharePoint. Co-Vice Chair Nelson and member Allen are still having difficulties accessing SharePoint. Co-Vice Chair Bradbeer requested to develop a more detailed folder organization system in SharePoint.
   b. Meeting day (added at the meeting) – Co-Vice Chair Bradbeer opened the discussion of conflicts with member schedules. Thursday appears to be a good day for members however Councilor Ogier would only be able to attend remotely on occasion. Member Swain confirmed her teaching conflict will end in June and resume in September which opens the possibility of meeting on Wednesdays during the summer. Second or fourth Wednesdays would be best to avoid Council meeting conflicts. The meeting date will remain the same for May. This topic was requested to be added to next month’s agenda.
   c. Member Rosen reached out to True South Solar regarding being a part of the taskforce and had submitted an application but had not heard back from the City. Jason will follow up.
   d. Co-Vice Chair Bradbeer shared SOCAN is presenting a webinar on April 28, from 7-8:30 pm on the topic of the Future of Natural Gas.

4. Approval of Minutes:

MOTION TO APPROVE MINUTES
Member Rosen moved, and Member Swain seconded the motion to approve the March 1, 2022, meeting minutes. The vote resulted as follows: “AYES”: Co-Vice Chairs Bradbeer and Nelson, Members Allen, Bartlett, Berger, Swain, and Rosen.
The motion passed.
5. Action Items:
   a. Discussion of creating an energy sustainability plan – How do we get there, posed by Co-Vice Chair Bradbeer. Member Allen offered his expertise on this and his experience. Member Allen reminded the taskforce that it all boils down to return on investment (ROI). Member Allen will share materials. Member Swain mentioned not setting anything in stone before the RARE AmeriCore participant gets here. They might have different ideas than the taskforce.
   b. Member Berger asked the taskforce if they could define or identify what sustainability means to the City of Grants Pass as well as energy efficiency. Co-Vice Chair Bradbeer requested this be added to the May agenda.
   c. Selection of an RCC member for Council consideration – applications from Catherine Vawter and Joshua Gabriel were reviewed and discussed by members.

MOTION TO RECOMMEND CATHERINE VAWTER AS RCC MEMBER
Member Rosen moved, and Member Bartlett seconded the motion to recommend RCC applicant Catherine Vawter to City Council for the taskforce. The vote resulted as follows: “AYES”: Co-Vice Chairs Bradbeer and Nelson, Members Allen, Bartlett, Berger, and Rosen. “NAYS”: None. Abstain: Member Swain. Absent: Members Chase, O’Hara, and Todd. The motion passed.

6. Matters from Committee Members and Staff -
   b) Water Filtration Plant Tour – Jason will add materials to SharePoint regarding the current treatment plant and where we are going with the new plant.
   c) LED lights project was acknowledged by Co-Vice Chair Bradbeer as an amazing project.
   d) $12 million dollar grant opportunity due by June 10, was discussed by the taskforce. The deadline is right around the corner so completing the other half of the solar installation at Public Safety might be a good project for the grant. Member Berger suggested we engage a solar contractor to see if they are familiar with the grant. Member Rosen will email grant folks regarding the application.

7. Future Agenda Building for Next Meeting:
   a) Water Filtration Plant Tour
   b) Member Sustainability means to me
   c) Energy Sustainability plan/road map
   d) Meeting day changes
   e) Review Solar Member applications

8. Adjourned at 4:25 PM (Tour followed the regular meeting.)

9. Next Meeting: May 3, 2022, at the Water Filtration Plant

Minutes prepared by Wendy Higgins, City Public Works Department.