



22500 Salamo Road
West Linn, Oregon 97068
<http://westlinnoregon.gov>

WEST LINN CITY COUNCIL MEETING NOTES June 3, 2024

[Call to Order Special Meeting \[1:00 pm/5 min\]](#)

Council Present:

Mayor Rory Bialostosky, Council President Mary Baumgardner, Councilor Carol Bryck, and Councilor Leo Groner.

Staff Present:

Interim Councilor Kevin Bonnington, City Manager John Williams, City Recorder Kathy Mollusky, City Attorney Bill Monahan, Assistant City Engineer Ide Clark, and Management Analyst Morgan Coffie.

[Approval of Agenda \[1:05 pm/5 min\]](#)

Mayor Rory Bialostosky moved to approve the agenda for the June 3, 2024, West Linn City Council Meeting removing the Portland General Electric Green Future Enterprise Award and adding item 6d to the business meeting for City Attorney offer of employment. Council President Mary Baumgardner seconded the motion.

Mayor Bialostosky noted the Portland General Electric Green (PGE) Future Enterprise Award is being rescheduled to a different date to accommodate PGE's schedule.

Ayes: Mayor Rory Bialostosky, Council President Mary Baumgardner, Councilor Carol Bryck, Councilor Leo Groner, and Interim Councilor Kevin Bonnington.

Nays: None.

The motion carried 5 - 0

[Public Comments \[1:10 pm/10 min\]](#)

Alice Richmond is happy Council is using the Adult Community Center.

[Mayor and Council Reports \[1:20 pm/10 min\]](#)

[Reports from Community Advisory Groups](#)

Council President Baumgardner reported the Committee for Community Involvement (CCI) met and the Parks and Recreation Advisory Board (PRAB) had a special meeting on the consultant's presentation of the visioning of new community and recreation center to maybe put on the ballot in fall.

Councilor Bryck attended the South Fork Water Board Meeting (SFWB) along with the Mayor and Council President. There was a Vision 43 open house at the library that was directed towards renters in the community. Clackamas County's Water Environmental Services (WES) Budget Committee approved the budget and will put it forward to Clackamas County for adoption.

Councilor Groner stated the recreation center meeting was well attended and he heard a lot of positive comments. At the Library Advisory Board meeting he learned the library is getting a dog in residence.

Councilor Bonnington attended the Vision 43 open house and Sunset Neighborhood Association meeting. He only has one liaison appointment and now that he is elected, he would like to revisit that in the future to have more. Mayor Bialostosky responded that will happen on the 17th.

Mayor Bialostosky's State of the City and the presentation of the Robert Moore Award is tonight at 6:00 pm. There will be a staff panel presenting on the Vision 43, waterfront, and recreation center projects.

Council President Baumgardner attended the Affiliated Tribes of Northwest Indians mid-year conference and listened to what government agencies can offer, what services they can provide to tribal members. This is through the Portland State University (PSU) course she is taking to receive her certification for tribal relations.

Mayor Bialostosky, Council President Baumgardner, and City Manager Williams attended a meeting with the Grand Rhonde Tribe to learn about Tumwater Village 2.0, the project across the river.

Proclamations and Recognitions [1:30 pm/15 min]

~~a. Portland General Electric Green Future Enterprise Award~~

Gun Violence Awareness Day Proclamation

Proclamation

Councilor Groner read the Gun Violence Awareness Day proclamation declaring the first Friday in June, June 7, 2024, as National Gun Violence Awareness Day.

Juneteenth Proclamation

Proclamation

Council President Baumgardner read the Juneteenth proclamation recognizing June 19th.

Pollinator Week Proclamation

Proclamation

Councilor Bryck read the National Pollinator Week proclamation declaring June 17 through 23 as National Pollinator Week and declaring the City of West Linn an affiliate of Bee City USA®.

Business Meeting [1:45 pm/30 min]

Agenda Bill 2024-06-03-01: 2024 Waterline Replacement Design Contract

Waterline Replacement Information

City Manager Williams noted the water capital needs of the City is a Council priority. This part is making sure the City is taking care of our system and later on we will be talking about the future of the system.

Assistant City Engineer Ide stated they issued a request for qualifications (RFQ) back in December which is going to replace 7,300 linear feet of substandard waterline throughout the City. The City received four proposals. Consor North America was selected and the City has been in negotiations with them on the fee and scope of the project and have come to an agreement on \$339,984 for the design services for this project which will start immediately upon approval of award.

Council President Mary Baumgardner moved to approve proposed 2024 Water Line Replacement Design contract in the amount of \$339,984.00 and authorize the City Manager to proceed with contract signatures. Councilor Leo Groner seconded the motion.

Ayes: Mayor Rory Bialostosky, Council President Mary Baumgardner, Councilor Carol Bryck, Councilor Leo Groner, and Interim Councilor Kevin Bonnington.

Nays: None.

The motion carried 5 - 0

[Agenda Bill 2024-06-03-02: Oregon Department of Transportation Highway 43 Intergovernmental Agreement](#)

City Manager Williams stated this project has been through several iterations as Council is aware, and the Intergovernmental Agreement (IGA) between the State of Oregon and the City needs to be modified to reflect the current project scope.

Management Analyst Coffie stated the amendment before Council addresses some changes to the scope of the design of this project. The City was awarded funding in 2018 through federal highway funds. This program is administered by the state and these improvements are on a state-owned facility. The City and State have been partnering to come up with a design to address multi-modal transportation safety and improve vehicular traffic flow through the corridor. To finalize the design, they had to address some changes within the original scope of work that was adopted and approved by Council in 2018. The significant change for consideration is there were supposed to be grade separated by facilities along the corridor for a certain portion. Due to budget restrictions and the length of time it has taken, that project has not been able to be fully realized. With negotiations with the state and adhering to state requirements for construction and project oversight required by the state, while also meeting the City's goal of approving safety along the corridor, the majority of the project will involve protected intersection changes at Marylhurst Drive. This will include improvement to the signaling, approve and address lacking ADA access ramps in that corridor, improve traffic flow, and pedestrian safety.

In response to Council questions, staff responded:

- State projects require project oversight above and beyond local projects so there is a cost to doing things on the state highway and they are in charge of managing the project. Both parties are trying to do what we can to facilitate and complete this project.
- The possibility of adding back in the projects in the future is a good hope. Staff is always working with the State to improve that corridor. As Council is aware, just getting potholes repaired along the corridor is always something we are striving to do. The County and Transportation Policy Alternatives Committee (TPAC) are always discussing how to improve that corridor and are always looking for additional funding.
- The City Engineer regularly attends the County regional meetings. Lobbying is very important for the Regional Flexible Funding Allocation (RFFA) and the Statewide Transportation Improvement Program (STIP) funding that will help support this. Council was very vital in attending those meetings and advocating on the City's behalf.
- This corridor does not just serve West Linn residents, it is a thoroughfare from Portland to Oregon City and to important heritage sites like the Willamette Falls Locks area.

Mayor Bialostosky stated they will continue to advocate as we continue the Vision 43 work to identify the vision for the adjacent land use along the corridor and work to seek funding for improvements along the road and maybe someday do a jurisdictional transfer if the City can reach an agreement with ODOT to reduce the regulatory burden.

Council President Mary Baumgardner moved to approve amendment to the IGA and allow for public improvements to be completed. Councilor Leo Groner seconded the motion.

Ayes: Mayor Rory Bialostosky, Council President Mary Baumgardner, Councilor Carol Bryck, Councilor Leo Groner, and Interim Councilor Kevin Bonnington.

Nays: None.

The motion carried 5 - 0

[ODOT IGA Information](#)

[EV Charging Station Grant Letters \(*added 5/31\)](#)

[EV Charging Grant Memo](#)

City Manager Williams stated staff have been working to find grant opportunities for sustainability opportunities. This one is an Oregon Department of Energy grant for \$100,000 to fund Electrical Vehicle (EV) charging stations at the library. The Federal Government requires two technical letters of how the City would process the application and do the work. Council's approval is needed to submit the application and ensure that prevailing wage will be paid when the work is done. This is a limited pool of funds, the sooner the application is turned in, the higher the odds the City will receive the money - it is first come, first served on this grant.

Council President Mary Baumgardner moved to approve the Energy Efficiency and Conservation Block Grant letters and authorize the Mayor to sign them. Councilor Leo Groner seconded the motion.

Ayes: Mayor Rory Bialostosky, Council President Mary Baumgardner, Councilor Carol Bryck, Councilor Leo Groner, and Interim Councilor Kevin Bonnington.

Nays: None.

The motion carried 5 - 0

[Offer of employment for City Attorney](#)

Mayor Bialostosky stated Council has gone through two extensive, rigorous searches since Council decided to transition to an in-house attorney model following review of the data regarding that versus the current model. The second time the City was fortunate to identify an outstanding candidate who is from our community. Having an attorney in the building will be great for the organization, the community, and staff.

Mayor Rory Bialostosky moved to Extend an offer of employment for the City Attorney position to Kaylie Kline and direct staff to prepare an employment agreement to be brought back for final approval upon acceptance of a written offer and the Mayor shall serve as Council's point of contact for terms of employment, keeping councilors informed as to status. Councilor Leo Groner seconded the motion.

Ayes: Mayor Rory Bialostosky, Council President Mary Baumgardner, Councilor Carol Bryck, Councilor Leo Groner, and Interim Councilor Kevin Bonnington.

Nays: None.

The motion carried 5 - 0

[Adjourn to Work Session \[2:15 pm/5 min\]](#)

Minutes approved 7-8-24.



22500 Salamo Road
West Linn, Oregon 97068
<http://westlinnoregon.gov>

CITY COUNCIL AGENDA

Monday, June 3, 2024

1:00 p.m. – Special Meeting & Work Session – Council Chambers & Virtual*

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|----------------------------------|------------------|
| 1. Call to Order Special Meeting | [1:00 pm/5 min] |
| 2. Approval of Agenda | [1:05 pm/5 min] |
| 3. Public Comments | [1:10 pm/10 min] |

The purpose of Public Comment is to allow the community to present information or raise an issue regarding items that do not include a public hearing. All remarks should be addressed to the Council as a body. This is a time for Council to listen, they will not typically engage in discussion on topics not on the agenda. Time limit for each participant is three minutes, unless the Mayor decides to allocate more or less time. Designated representatives of Neighborhood Associations and Community Advisory Groups are granted five minutes.

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| 4. Mayor and Council Reports | [1:20 pm/10 min] |
| a. Reports from Community Advisory Groups | |
| 5. Proclamations and Recognitions | [1:30 pm/15 min] |
| a. Portland General Electric Green Future Enterprise Award | |
| b. Gun Violence Awareness Day Proclamation | |
| c. Juneteenth Proclamation | |
| d. Pollinator Week Proclamation | |
| 6. Business Meeting | [1:45 pm/30 min] |
| a. <u>Agenda Bill 2024-06-03-01</u> : 2024 Waterline Replacement Design Contract | |
| b. <u>Agenda Bill 2024-06-03-02</u> : Oregon Department of Transportation Highway 43 Intergovernmental Agreement | |
| 7. Adjourn to Work Session | [2:15 pm/5 min] |
| 8. Water Master Plan Update | [2:20 pm/30 min] |
| 9. City Manager Report | [2:50 pm/5 min] |
| 10. Adjourn | [2:55 pm] |

**City Council meetings will be conducted in a hybrid format with some Councilors, staff, presenters, and members of the public attending virtually and others attending in person. The public can watch all meetings online via <https://westlinnoregon.gov/meetings> or on Cable Channel 30.*

Submit written comments by email to City Council at citycouncil@westlinnoregon.gov. We ask that written comments be provided before noon on the day of the meeting to allow City Council members time to review your comments.

If you cannot attend the meeting in person and would like to speak live at a public meeting by videoconferencing software or by phone, please complete the form located at: <https://westlinnoregon.gov/citycouncil/meeting-request-speak-signup> by 4:00 pm the day of the meeting to be input into our system. Instructions on how to access the virtual meeting will then be provided to you by email prior to the meeting. If you miss the deadline and would like to speak at the meeting, please fill out the form and staff will send you a link as time allows.

The City abides by Public Meetings law. If you believe a violation has occurred, please [click here](#) to inform the staff of your concern.

If you require special assistance under the Americans with Disabilities Act, please call City Hall 48 hours before the meeting date, 503-657-0331.

When needed, the Council will meet in Executive Session pursuant to ORS 192.660(2).

PROCLAMATION

West Linn, Oregon

WHEREAS, every day, more than 120 Americans are killed by gun violence and more than 200 are shot and wounded, with an average of more than 18,000 gun homicides every year; and

WHEREAS, Americans are 26 times more likely to die by gun homicide than people in other high-income countries; and

WHEREAS, Oregon has 587 gun deaths every year, a crisis that costs the state \$8.1 billion each year, of which \$89.1 million is paid by taxpayers. Oregon has the 34th highest rate of gun deaths in the US; and

WHEREAS, gun homicides and assaults are concentrated in cities, with more than half of all firearm related gun deaths in the nation occurring in 127 cities; and

WHEREAS, cities across the nation, including in West Linn, are working to end the senseless violence with evidence-based solutions; and

WHEREAS, protecting public safety in the communities they serve is mayors' highest responsibility; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people with dangerous histories; and

WHEREAS, mayors and law enforcement officers —in partnership with local violence intervention activists and resources —know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe; and

WHEREAS, gun violence prevention is more important than ever as we see an increase in firearm homicides, and nonfatal shootings across the country, increased calls to domestic violence hotlines, and an increase in city gun violence;

WHEREAS, in January 2013, Hadiya Pendleton was tragically shot and killed at age 15; and on June 7, 2024 to recognize the 27th birthday of Hadiya Pendleton (born: June 2, 1997), people across the United States will recognize National Gun Violence Awareness Day and wear orange in tribute to -

- (1) Hadiya Pendleton and other victims of gun violence; and
- (2) the loved ones of those victims; and

WHEREAS, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods, and orange is a color that symbolizes the value of human life; and

WHEREAS, anyone can join this campaign by pledging to wear orange on June 7, the first Friday in June in 2024, to help raise awareness about gun violence; and

WHEREAS, by wearing orange on June 7, 2024 Americans will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the hands of people who should not have access to them, and encourage responsible gun ownership to help keep our families and communities safe.

NOW, THEREFORE, BE IT PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF WEST LINN, that the first Friday in June, June 7, 2024, is

NATIONAL GUN VIOLENCE AWARENESS DAY

We encourage all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.

DATED THIS 3RD DAY OF JUNE 2024.

RORY BIALOSTOSKY, MAYOR

ATTEST:

KATHY MOLLUSKY, CITY RECORDER

PROCLAMATION
City of West Linn, Oregon

WHEREAS, President Abraham Lincoln signed the Emancipation Proclamation on January 1, 1863, formally abolishing slavery in the United States of America; and

WHEREAS, word about the signing of the Emancipation Proclamation was delayed some two and one half years, to June 19, 1865, in reaching authorities and African Americans in the South and Southwestern United States; and

WHEREAS, Emancipation Day observations are held on different days in different states in the South and Southwest, and in other parts of the nation; and

WHEREAS, June 19th is "JUNETEENTH", combining the words June and Nineteenth, and has been celebrated as one of the oldest known commemorations of the ending of slavery in the United States, and also focuses on promoting and cultivating knowledge and appreciation of African American history and culture; and

WHEREAS, In 1997, the United States Congress passed Senate Joint Resolution 11 and House Resolution 56, officially recognizing Juneteenth Independence Day; and

WHEREAS, the City of West Linn will observe June 19th each year as part of our commitment to anti-racism and social justice, encouraging a day of recognition, reflection, education, and celebration.

NOW, THEREFORE, BE IT PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF WEST LINN, to recognize June 19th as:

JUNETEENTH

in West Linn, and to encourage all community members to join in this observance.

DATED THIS 3rd DAY OF JUNE, 2024

MAYOR RORY BIALOSTOSKY

ATTEST:

KATHY MOLLUSKY, CITY RECORDER

PROCLAMATION

West Linn, Oregon

WHEREAS, pollinator species such as thousands of species of bees are essential partners in producing much of our food supply; and

WHEREAS, pollinator species provide significant environmental benefits that are necessary for maintaining healthy, biodiverse urban and suburban ecosystems; and

WHEREAS, pollination plays a vital role for the trees and plants of our community, enhancing our quality of life, and creating recreational and economic development opportunities; and

WHEREAS, for decades the City of West Linn has managed urban landscapes and public lands that include many municipal parks and greenways, as well as wildlife habitats; and

WHEREAS, the City of West Linn provides recommendations to developers and residents regarding landscaping to promote wise conservation stewardship, including the protection of pollinators and maintenance of their habitats in urban and suburban environments.

NOW, THEREFORE, BE IT PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF WEST LINN, that the month of June is Pollinator Month, and June 17 through 23 is

NATIONAL POLLINATOR WEEK

The City of West Linn is an affiliate of

Bee City USA®

And we urge all citizens to recognize this observance.

DATED THIS 3RD DAY OF JUNE, 2024

MAYOR RORY BIALOSTOSKY

ATTEST:

KATHY MOLLUSKY, CITY RECORDER

Agenda Bill 2024-06-03-01

Date Prepared: May 14, 2024

For Meeting Date: June 3, 2024

To: Rory Bialostosky, Mayor
West Linn City Council

Through: John Williams, City Manager *JRW*

From: Erich Lais, PE – City Engineer/Public Works Director *EL*

Subject: Contract Award 2024 Water Line Design Services

Purpose:

To receive award approval for the engineering design services supporting the City's future Potable Water Line Replacement Program.

Question(s) for Council:

Does Council desire to have designs prepared for future construction of the City's Potable Water Line Replacement Program?

Public Hearing Required:

None Required.

Background & Discussion:

The City issued a Request for Qualifications on December 27, 2023 seeking qualified engineering firms to provide professional design services for the City's 2024 Potable Water Line Replacement Program which includes design for future replacement of approximately 7300 linear feet (LF) of existing water lines. Existing pipe material includes asbestos cement, PVC, cast iron, and galvanized, and range in diameter sizes from 2inches to 10 inches. New designs for replacement will incorporate ductile iron ranging in diameter sizes from 8inches to 10inches. The selected consultant is tasked with preparing design and technical specifications documents for use during construction bid phase.

The City received four (4) proposals which were scored by City staff. Consor North America, Inc was selected to proceed to contract and scope negotiations. The scope of services proposed for this contract includes engineer design services, project administration, and technical support for city staff. The contract and proposed scope of services is attached to this report. The City has previous positive experience with Consor North America on various previous potable water projects.

Once design is complete, staff will follow standard procurement policy to award construction services including bringing construction bids back to Council for approval.

Budget Impact:

\$339,984.00 – Capital Water Fund – Funds are budgeted and available.

Sustainability Impact:

Replacement of water lines support the City's overall sustainability goals by replacing substandard utilities with resilient new potable water lines decreasing future breaks, disruptions and possible contamination of the City's drinking water.

Council Options:

1. Approve submitted design scope of services, fee schedule, and contract, or
2. Deny submitted proposal/contract and direct staff on how to proceed.

Staff Recommendation:

1. Approve submitted design scope of services, fee schedule, and contract in order for project to proceed on schedule.

Potential Motion:

I move to approve proposed 2024 Water Line Replacement Design contract in the amount of \$339,984.00 and authorize the City Manager to proceed with contract signatures.

Attachments:

1. 2024 Water Line Replacement Design Contract w/ scope and fee schedule

**ENGINEERING SERVICES AGREEMENT
WITH THE CITY OF WEST LINN
2024 WATER LINE REPLACEMENT DESIGN**

City: City of West Linn, a municipal corporation of the State of Oregon.
Contractor: Consor North America
1 SW Columbia Street, STE 1700
Portland, OR 97204
Term: January 31, 2025
Compensation: Not to exceed \$339,984.00

RECITALS

WHEREAS, the City's Fiscal Year **FY 2025** budget provides for the design and/or construction of a water line replacement program; and

WHEREAS, the accomplishment of the work and services described in this Agreement is necessary and essential to the public works improvement program of the City; and

WHEREAS, the City desires to engage the Engineer to render professional engineering services for the project described in this Agreement, and the Engineer is willing and qualified to perform such services;

THEREFORE, in consideration of the promises and covenants contained herein, the parties hereby agree as follows:

1. Engineer's Scope of Services

The Engineer shall perform professional engineering services relevant to the Project in accordance with the terms and conditions set forth herein, and as provided in Exhibit 1, which is attached hereto and by this reference made a part of this Agreement.

2. Effective Date and Duration

This agreement shall become effective upon the date of execution by the City and shall expire, unless otherwise terminated or extended, on completion of the work or **January 31, 2025**, whichever comes first. All work under this Agreement shall be completed prior to the expiration of this Agreement.

3. Engineer's Fee

A. Basic Fee

- 1)** As compensation for Basic Services as described in Exhibit 1 of this Agreement, and for services required in the fulfillment of Paragraph 1, the Engineer shall be paid on an hourly rate based upon the "Schedule of Rates" in Exhibit 2 of this agreement, which shall constitute full and complete payment for said services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement. The Basic Fee shall not exceed

the amount of **Thirty Nine Thousand One Hundred** dollars (\$39,100.00) without prior written authorization.

- 2) The parties hereto do expressly agree that the Basic Fee is based upon the Scope of Services provided in Exhibit 1 and is not necessarily related to the estimated construction cost of the Project. In the event that the actual construction cost differs from the estimated construction cost, the Engineer's compensation will not be adjusted unless the Scope of Services changes and is authorized and accepted by the City.

B. Payment Schedule for Basic Fee

Payments shall be made upon receipt of billings based on the work completed. Billings shall be submitted by the Engineer periodically, but not more frequently than monthly. Payment by the City shall release the City from any further obligation for payment to the engineer for service or services performed or expenses incurred as of the date of the statement of services. Payment shall be made only for work actually completed as of the date of invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

C. Payment for Special Services

Only when directed in writing by the City, and signed by both parties as an addendum to this Agreement, the Engineer shall furnish or acquire for the City the professional and technical services based on the hourly rate schedule as described in Exhibit 1 of this contract for minor project additions and/or alterations.

D. Certified Cost Records

The Engineer shall furnish certified cost records for all billings pertaining to other than lump sum fees to substantiate all charges. For such purposes, the books of account of the Engineer shall be subject to audit by the City. The Engineer shall complete work and cost records for all billings in accordance with generally accepted accounting principles.

E. Contract Identification

The Engineer shall furnish to the City its employer identification number, as designated by the Internal Revenue Service, or social security number, as the City deems applicable.

4. Ownership of Plans and Documents: Records

- A. The field notes, design notes, and original drawings of the construction plans, including any copyright therein, as instruments of service, are and shall remain, the property of the Engineer; however, the City shall be furnished, at no additional cost, one set of previously approved reproducible drawings, on 3 mil minimum thickness Mylar as well as diskette in "DWG" or "DXF" format, of the original drawings of the work. The City shall have non-exclusive, unlimited license to use the materials received from the Engineer in any way the City deems necessary. Any use, re-use or alteration of any materials other than as contemplated by the applicable Scope of Services shall be at the City's sole risk, unless written permission has been received from Engineer prior to any such use.

- B. The Engineer shall furnish to the City, copies of all maps, records, field notes, and soil tests which were developed in the course of work for the City and for which compensation has been received by the Engineer at no additional expense to the City except as provided elsewhere in this Agreement.

5. **Assignment/Delegation**

Neither party shall assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented. If City agrees to assignment of tasks to a subcontract, Engineer shall be fully responsible for the negligent acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by City of any subcontractor nor anything contained herein shall be deemed to create any contractual relation between the subcontractor and City.

6. **Engineer is Independent Contractor**

- A. The City's project director, or designee, shall be responsible for determining whether Engineer's work product is satisfactory and consistent with this agreement, but Engineer is not subject to the direction and control of the City. Engineer shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 3 of this Agreement.
- B. Engineer is an independent contractor and not an employee of City. Engineer acknowledges Engineer's status as an independent contractor and acknowledges that Engineer is not an employee of the City for purposes of workers compensation law, public employee benefits law, or any other law. All persons retained by Engineer to provide services under this contract are employees of Engineer and not of City. Engineer acknowledges that **Consor North American** is not entitled to benefits of any kind to which a City employee is entitled and that **Consor North America** shall be solely responsible for workers compensation coverage for **Consor North America** employees and all other payments and taxes required by law. Furthermore, in the event that Engineer is found by a court of law or an administrative agency to be an employee of the City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Engineer under the terms of the agreement, to the full extent of any benefits or other remuneration Engineer receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Engineer or to a third party) as a result of said finding.
- C. The undersigned Engineer hereby represents that no employee of the City or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from the Engineer, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.

- D. If this payment is to be charged against Federal funds, Engineer certifies that he/she is not currently employed by the Federal Government and the amount charged does not exceed his/her normal charge for the type of service provided.
- E. Engineer and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.
- F. Engineer certifies that it currently has a City business tax receipt or will obtain one prior to delivering services under this Agreement.
- G. Engineer is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

7. Indemnity

- A. The City has relied upon the professional ability and training of the Engineer as a material inducement to enter into this Agreement. Engineer represents to the City that the work under this contract will be performed in accordance with the professional standards of skill and care ordinarily exercised by members of the engineering profession under similar conditions and circumstances as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Engineer's work by the City shall not operate as a waiver or release. Acceptance of documents by City does not relieve Engineer of any responsibility for negligent or wrongful design deficiencies, errors, or omissions.
- B. Claims for other than Professional Liability. Engineer shall defend, save and hold harmless the City of West Linn, its officers, agents, and employees from all claims, suits, or actions and all expenses incidental to the investigation and defense thereof, of whatsoever nature, including intentional acts to the extent resulting from or arising out of the activities of Engineer or its subcontractors, sub-consultants, agents or employees under this contract. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.
- C. Claims for Professional Liability. Engineer shall defend, save and hold harmless the City of West Linn, its officers, agents, and employees from all claims, suits, or actions and all expenses incidental to the investigation and defense thereof, to the extent arising out of the professional negligent acts, errors or omissions of Engineer or its subcontractors, sub-consultants, agents or employees in performance of professional services under this agreement. Any design work by Engineer that results in a design of a facility that is not readily accessible to and usable by individuals with disabilities shall be considered a professionally negligent act, error or omission.
- D. As used in subsections B and C of this section, a claim for professional responsibility is a claim made against the City in which the City's alleged liability results directly from the quality of the professional services provided by Engineer, regardless of the type of claim

made against the City. A claim for other than professional responsibility is a claim made against the City in which the City's alleged liability results from an act or omission by Engineer unrelated to the quality of professional services provided by Engineer.

8. Insurance

Engineer and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover risks arising directly or indirectly out of Engineer's activities or work hereunder, including the operations of its subcontractors of any tier. Such insurance shall include provisions that such insurance is primary insurance with respect to the interests of City and that any other insurance maintained by City is excess and not contributory insurance with the insurance required hereunder.

The policy or policies of insurance maintained by the Engineer and its subcontractors shall provide at least the following limits and coverages:

A. Commercial General Liability Insurance

Engineer shall obtain, at Engineer's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract and Product and Completed Operations. Such insurance shall be primary and non-contributory. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	\$3,000,000
Products-Completed Operations Aggregate	3,000,000
Personal & Advertising Injury	2,000,000
Each Occurrence	2,000,000
Fire Damage (Any one fire)	500,000
Medical Expense (Any one person)	5,000

B. Professional Liability

Engineer shall obtain, at Engineer's expense, and keep in effect during the term of this contract, Professional Liability Insurance covering any damages caused by an error, omission or any negligent act. Combined single limit per occurrence shall not be less than \$2,000,000, or the equivalent. Annual aggregate limit shall not be less than \$3,000,000 and filed on a "claims-made" form.

C. Commercial Automobile Insurance

Engineer shall also obtain, at engineer's expense, and keep in effect during the term of the contract Commercial Automobile Liability coverage on an "occurrence" form including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$2,000,000.

D. Workers' Compensation Insurance

The Engineer, its subcontractors, if any, and all employers providing work, labor or materials under this Contract who are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for their workers that complies with ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

E. Additional Insured Provision

The Commercial General Liability Insurance Policy and Automobile Policy shall include the City its officers, directors, and employees as additional insureds with respect to this contract. Coverage will be endorsed to provide a per project aggregate.

F. Extended Reporting Coverage

If any of the aforementioned liability insurance is arranged on a "claims made" basis, Extended Reporting coverage will be required at the completion of this contract to a duration of 24 months or the maximum time period the Engineer's insurer will provide such if less than 24 months. Engineer will be responsible for furnishing certification of Extended Reporting coverage as described or continuous "claims made" liability coverage for 24 months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of Extended Reporting coverage, provided its retroactive date is on or before the effective date of this contract. Coverage will be endorsed to provide a per project aggregate.

G. Notice of Cancellation

There shall be no cancellation, material change, or intent not to renew insurance coverage without 30 days written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The 30 days' notice of cancellation provision shall be physically endorsed on to the policy.

H. Insurance Carrier Rating

Coverage provided by the Engineer must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

I. Certificates of Insurance

As evidence of the insurance coverage required by the contract, the Engineer shall furnish a Certificate of Insurance to the City. No contract shall be effected until the required certificates have been received and approved by the City. A renewal certificate will be sent to the address below 30 days prior to coverage expiration.

Certificates of Insurance should read "Insurance certificate pertaining to contract for (Name of project) . The City of West Linn, its officers, directors and employees shall be added as additional insureds with respects to this contract. Insured coverage is primary" in the description portion of certificate.

J. Primary Coverage Clarification

The parties agree that Engineer's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

K. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in general liability.

Engineer's insurance policy shall contain provisions that such policies shall not be canceled or their limits of liability reduced without 30 days prior notice to City. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of City, in lieu thereof, a certificate in form satisfactory to City certifying to the issuance of such insurance shall be forwarded to:

MORGAN COFFIE, SUPPORT SERVICES SUPERVISOR City of West Linn 22500 Salamo Road West Linn, OR 97068	Ph: 503-722-3432 Fax: N/A Email: mcoffie@westlinnoregon.gov
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Such policies or certificates must be delivered prior to commencement of the work. Thirty days cancellation notice shall be provided City by mail to the name at the address listed above in event of cancellation or non-renewal of the insurance.

The procuring of such required insurance shall not be construed to limit Engineer's liability hereunder. Notwithstanding said insurance, Engineer shall be obligated for the total amount of any damage, injury, or loss to the extent caused by negligence or wrongful acts in the performance of services with this contract.

9. Termination Without Cause

At any time and without cause, City shall have the right, in its sole discretion, to terminate this Agreement by giving notice to Engineer. If City terminates the contract pursuant to this paragraph, it shall pay Engineer for services rendered to the date of termination. In no circumstance shall profit or overhead on unperformed work be due to Engineer.

10. Termination With Cause

- A.** City may terminate this Agreement effective upon delivery of written notice to Engineer, or at such later date as may be established by City, under any of the following conditions:
- 1)** If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.
 - 2)** If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.

- 3) If any license or certificate required by law or regulation to be held by Engineer, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- 4) If Engineer becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Engineer, if a receiver or trustee is appointed for Engineer, or if there is an assignment for the benefit of creditors of Engineer.

Any such termination of this agreement under paragraph (A) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

- B. City, by written notice of default (including breach of contract) to Engineer, may terminate the whole or any part of this Agreement:
- 1) If Engineer fails to provide services called for by this agreement within the time specified herein or any extension thereof, or
 - 2) If Engineer fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten days or such other period as City may authorize.

The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Engineer shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If City terminates this Agreement under paragraph (B), Engineer shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Engineer bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of contract by Engineer. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal. No payment shall be due to Engineer until City's damages are fully complete and calculated. If the amount of damage owed to the City is more than the amount owed to Engineer, Engineer shall tender the balance owed to City upon demand.

Any wrongful exercise of a termination for cause shall be converted to a termination without cause and Engineer's remedy shall be as limited therein

11. Non-Waiver

The failure of either party to insist upon or enforce strict performance by the other party of any of the terms of this Agreement or to exercise any rights hereunder, should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, or by fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

City of West Linn	Contractor
Attn: Finance Department	Attn: Tom Boland, P.E.
22500 Salamo Road	Address: 1 SW Columbia St., STE 1700
West Linn, OR 97068	Portland, OR 97204
Phone: 503-657-0331	Phone: 503-225-9010
Fax: 503-650-9041	Fax: N/A
Email: acctspayable@westlinnoregon.gov	Email Address: Tom.Boland@consoreng.com

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

13. Merger

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

14. Force Majeure

Neither City nor Engineer shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disenabled shall within ten days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

15. Non-Discrimination

Engineer agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statues, rules, and regulations. Engineer also shall comply with the Americans with Disabilities Act of 1990, as amended, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

16. Errors

Engineer shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

17. Extra (Changes) Work

Only **Erich Lais, P.E. – City Engineer/Public Works Director** may authorize extra (and/or change) work. Failure of Engineer to secure authorization for extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Engineer thereafter shall be entitled to no compensation whatsoever for the performance of such work.

18. Governing Law

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

19. Compliance With Applicable Law

Engineer shall comply with all applicable federal, state, local laws and ordinances, including but not limited to:

- A. Engineer shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
- B. Engineer shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Engineer or Subcontractor incurred in the performance of the contract.
- C. Engineer shall not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
- D. Engineer and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617.
- E. If Engineer fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Engineer or a Subcontractor by any person in connection with the contract as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Engineer by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Engineer or his surety from his or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Engineer an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

- F. If the Engineer fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency, the Engineer owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.
- G. Engineer shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Engineer, of all sums which the Engineer agrees to pay for such services and all monies and sums which the Engineer collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- H. Engineer shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq.*).
- I. The Engineer must give notice to employees who work on this contract in writing, 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 the days per week that the employees may be required to work.
- J. All subject employers working under the Engineer are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.
- K. All sums due the State Unemployment Compensation Fund from the Engineer or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
- L. Engineer certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.
- M. Engineer certifies that it has not and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055. Without limiting the foregoing, Consultant expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, (iv) ORS 659.425, (v) all regulations and administrative rules established pursuant to those laws; and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

- N. The Engineer represents and warrants that Engineer (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600.
- O. If Engineer is a foreign contractor as defined in ORS 279A.120, Engineer shall comply with that section and the Contracting Agency must satisfy itself that the requirements of ORS 279A.120 have been complied with by Engineer before Contracting Agency issues final payment under this agreement.
- P. If this Contract exceeds \$50,000, is not otherwise exempt, and includes work subject to prevailing wage, Engineer shall comply with ORS 279C.838, ORS 279C.840, and federal law.
- Q. Engineer shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of City in connection with this Agreement in violation of ORS chapter 244.
- R. Engineer shall ensure that any lawn and landscape maintenance shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

Any other condition or clause required by law to be in this Agreement shall be considered included by this reference. In the event of conflict, these required conditions and clauses control over any contrary or different conditions or terms of this Agreement

20. Conflict Between Terms

It is further expressly agreed by and between the parties that should there be any conflict between the terms of this Agreement and any of the exhibits or attachments that together comprise the contract, this Agreement shall control and inclusion of any exhibit or attachment that has conflicting terms shall not be considered acceptance of the conflicting terms. If there is a conflict between the terms of this Agreement and any exhibit or attachment, the terms of this Agreement shall control.

21. Access to Records

City shall have access to such books, documents, papers and records of Engineer as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

22. Audit

Engineer shall maintain records to help assure conformance with the terms and conditions of this Agreement, and to help assure adequate performance and accurate expenditures within the contract period. Engineer agrees to permit City, the State of Oregon, the federal government, or

their duly authorized representatives to audit all records pertaining to this Agreement to help assure the accurate expenditure of funds.

23. Severability

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

24. Complete Agreement

This Agreement and attached exhibit(s) constitute the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Engineer, by the signature of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, City has caused this Agreement to be executed by its duly authorized undersigned officer and Engineer has executed this Agreement on the date hereinabove first written.

ENGINEER

By: _____

Print Firm's Name

Print Name & Title of Engineer's Authorized Representative

Signature of Firm's Representative

Date

CITY OF WEST LINN

By: Signature

Print Name & Title

Date

EXHIBIT 1

SCOPE OF WORK

ENGINEERING SERVICES FOR WATER LINE REPLACEMENT DESIGN CITY OF WEST LINN

This scope of work details proposed services to be provided to the City of West Linn (City) for the Waterline Replacement Design Project (Project) by Consor North America, Inc. (Consultant), including engineering design and bid period and construction phase services.

Background and Project Description

The City of West Linn (City) intends to replace substandard water lines at various locations as part of the City's 2024 Water Line Replacement Program. The project scope includes replacement of approximately 7,376 linear feet (LF) of existing water lines throughout the City's water service area, as noted in Table 1 below. The pipe material of the existing aging mains include asbestos cement (AC), PVC, cast iron (CI), and galvanized steel pipe (GL), ranging in size from two inches to 10 inches in diameter, and water line replacements will incorporate 8-, 10- and 12-inch diameter ductile iron (DI) pipe.

Table 1 | 2024 Water Line Replacement

Street Name or Description	From	To	Existing Pipe Diameter (in)	Existing Pipe Material	Replacement Pipe Diameter (in)	Length (LF)
Upper Midhill Drive	Marylhurst Drive	Arbor Drive	6 & 4	AC/CI	8	1,770
Abandon 2-inch PVC	Robinwood Way	18369 Willamette Drive	2	PVC	n/a	n/a
Arbor Way	Upper Midhill Drive	Willamette Drive (Hwy 43)	6	AC	8	860
Hidden Springs Road	Suncrest Drive	Santa Anita Drive	10	CI	10	1,250
Santa Anita Drive	Clubhouse Circle	Hidden Springs Road	10	CI	10	450
Santa Anita Drive	Clubhouse Circle	Hidden Springs Road	10	CI	6	100
Reed Street	2794 Sunset Avenue	Reed Street	1 & 2	GL	8	900
Dollar Street	Ostman Road	Fields Drive	6	CI	8	400
Dollar Street	Fields Street	West to hydrant	6	CI	8	106
Willamette Falls Drive	Ostman Road	Britton Street	4	CI	12	1,540
TOTAL						7,376

Scope of Services

Consultant will perform the following services.

Task 1 - Project Management

Objective

Provide overall leadership and team strategic guidance aligned with City staff objectives. Coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope.

Subtask 1.1 Project Management & Administration

1. Perform general administration and project management throughout the Project to provide successful completion of all tasks and elements of the Project within the established scope, schedule, and budget. Perform project start-up and close-out.
2. Develop and maintain an overall project schedule, including adding staff subconsultants and other resources to meet scheduled milestones.
3. Proactively track progress of project work completed against schedule & budget.
4. Inform City of anticipated challenges during the Project Design phase as they may arise and develop solutions together.
5. Prepare a Health and Safety Plan to address staff safety for work in Consultant offices as well as site work on project sites during design.

Subtask 1.2 Invoices/Status Reporting

1. Consultant will prepare monthly invoices that include expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation.
2. Monthly status reports will accompany each invoice and include comparisons of monthly expenditures and cumulative charges to budget by Task, including budget remaining.

Subtask 1.3 Project Design Meetings

1. Work under this subtask includes coordinating schedules, developing agendas, and preparing materials for key project meetings during the project design phase, and includes the following meetings:
 - Project Kick-off
 - One preliminary design check-in meeting
 - Review of 50 Percent design submittal
 - Review of 90 Percent design submittal
2. Agendas and meeting summaries to be prepared and distributed to meeting attendees.

Subtask 1.4 Quality Assurance/Quality Control (QA/QC)

1. Perform in-house QA/QC reviews of all deliverables prior to submitting them to City.

Task 1 Assumptions

- Consultant assumes a Notice to Proceed date by May 15 2024.
- Project duration will be approximately 11 months from NTP in May 2024 through construction Close-out in April 2024; therefore, it is assumed that there will be up to 11 progress payments/status reports for the Project.
- Meetings will include Consultant PM, design lead, and engineering designer. Meetings will have an approximate duration of 2 hours each. It is assumed that all meetings will be held via video conferencing.

Task 1 Deliverables

- Consultant shall deliver a monthly invoice and status report covering:
 - Work on the project performed during the previous month.
 - Meetings attended.
 - Issues encountered, and actions taken for their resolution.
 - Potential impacts to submittal dates, budget shortfalls or optional services.
 - Issues requiring project team action.
- Project Design and Bidding Schedule and updated schedules with each design milestone deliverable (PDF format).
- Meeting agendas and summaries (MS Word format).

Task 2 - Data Review and Site Reconnaissance

Gather and review existing mapping, as-builts, design drawings, engineering reports and other data related to the proposed project. Perform site reconnaissance with City staff and design team to confirm existing site conditions. Review existing system operations with City staff.

Task 2 Assumptions

- It is assumed that City staff will provide available data and attend site visits as needed.

Task 2 Deliverables

- There are no specific deliverables associated with this task as the data will be used to complete subsequent tasks.

Task 3 - Design Survey

Work under this task includes all surveying needed to prepare a survey base map identifying existing right-of-way and easements along the route of the transmission main and the associated new distribution mains. The work to be performed is as follows:

- Topographic Survey:
 1. Full topographic survey for design
 - a. Improvements

- b. All planimetric features
 - i. Hard surfaces (e.g. curb, sidewalk, concrete, asphalt, driveway drops, ramps)
 - ii. Utility poles, light poles, and signs
 - c. Surface data to create contours at 1' intervals
 - d. Buildings and finish floor elevations, fences, walls, and significant landscaping
- 2. Underground utilities:
 - a. Within adjacent right-of-way per Utility Notification Center (one-call) markings
 - b. Above ground located utilities (e.g. sanitary, storm, water, gas, power, communications)
 - c. Structures (manholes/catch basins): pipe inverts, size, direction and material
 - d. Sanitary and Storm structures will be conventionally tied.
 - e. Locate top of nut on water valves
 - f. Surveyor will Subcontract with a private utility locate to provide on-site underground utilities for these segments:
 - i. Abandon 2-inch PVC
 - ii. Santa Anita
 - g. Trees 6-inch diameter at breast height and greater
 - h. NOTE: Survey will not be required in Highway 43 Right-of-Way, prior OBEC survey from Highway 43 project will be used.
- Right-of-Way Survey:
 - 1. ROW and easements will be surveyed where construction will be on private property for these segments:
 - a. Abandon 2-inch PVC
 - b. Santa Anita
 - 2. A final, surveyed right-of-way is NOT required for the other segments of the project.
 - 3. Tax Parcels will be overlaid, from publicly available GIS shapefiles
 - 4. Approximately 2-3 boundary monuments per site will be surveyed (if readily available within the area of survey).
 - 5. Monuments will only be used to demonstrate general accuracy of overlaid Tax Parcel shapefiles.
 - 6. Scope does NOT include marking boundary corners/lines on the ground

Task 3 Assumptions

- NOT included in this scope of work (these can be added if required)
 - 1. Property boundary dispute resolution
 - 2. Legal description preparation

- DATUM:
 1. Horizontal: NAD 83 2011 Oregon North State Plane Coordinates
 2. Vertical: NAVD 88
 3. NOTE: Datum will match ODOT Hwy 43 project as shown on 90% Plans, Sheet G-4.
- Underground Utilities:
 1. Public Utility Notification Center (one-call) underground utility markings are assumed to have been completed prior to the date(s) of scheduled survey fieldwork - return trips related to incomplete one-call marking at the time of field survey (if requested) will be billed on a T&M basis.
 2. Surveyor assumes no responsibility for the accuracy of the delineation of underground utilities by utility locating firms and/or the respective utility owners, nor for the existence of any buried objects. All utility locations should be field verified prior to construction.
- Surveyor will have unobstructed access to the subject properties to complete the above scope of work.
 1. Access to private property will be coordinated by the City.
- Surveyor will provide notice to adjoining property owners when on private property.
- The City will lead Right-of-Entry (ROE) & Easement discussions & document preparation with private property owners.
 1. If the City needs any Easement assistance, this will be added as a contract amendment.
- The City will provide existing easement documents for the “Abandon 2-inch PVC” and “Santa Anita” projects.
- Mapped features by drone imagery or conventional surveying.

Task 3 Deliverables

- An Existing Conditions Map meeting the City’s requirements and incorporating the information as noted above.
- The first site can be delivered within 4 weeks of receiving NTP.
- Following the delivery of the first site, two sites per week would be delivered until completion.

Task 4 – 50% Preliminary Design

Work under this task includes preparation of preliminary design drawings to approximately the 50% level, a table of contents (TOC) for technical specifications and contract documents, and cost estimates. Plan views of water line alignment concepts will be reviewed with City staff for comment prior to completion of the proposed 50% design alignment drawings. City will review the 50% preliminary design package and provide comments, and Consultant will review the comments and prepare to discuss them at the review meeting.

Task 4 Assumptions

- Engineer's Opinion of Probable Construction Costs (EOPCC), itemizing the project work elements as provided in the bid schedule, based on prior experience on similar projects and current data relative to construction pricing trends.
- Level of effort assumes that no existing utilities will require relocation to provide corridor for new water main therefore no utility relocation plans/designs are needed.
- The 50% Design drawings will be limited to plan view. Pipeline profile designs will be provided as part of the subsequent 90% Design and Final Design deliverables.

Task 4 Deliverables

- Electronic scalable set of plans (11"x17" PDF format), plan view only.
- Draft TOC for technical specifications and contract documents (Word and PDF format).
- 50% Draft, Class 3 EOPCC (PDF format).

Task 5 – Design

Work under this task includes the preparation of final plans, contract documents technical specifications, and construction cost estimates. These efforts will be completed in an incremental approach to the 90%, and the 100% Final Design levels, allowing for City input and comment as the designs are developed and finalized. The contract documents and special provisions will be prepared using City standard formats based on ODOT/APWA Standards. Any special construction materials or methods (i.e., trenchless construction) will be included as supplemental Special Technical Provisions prepared in Construction Specification Institute (CSI) format. The bid schedules shall be based on unit price items to accommodate changes in actual quantities during construction. Design subtasks are detailed as follows.

Subtask 5.1 – 90% Design

Based on the City's input on 50% design submittal, the Consultant will develop 90% designs that depict recommended water line improvements. Designs at this stage will establish appropriate project limits, identify connection locations to the existing water system, and include draft 90% complete construction drawings including draft profiles and draft connection details, sections and other details pertinent to the proposed project. A design package will be submitted at the 90% completion level for City review and comment.

Subtask 5.1 Assumptions

- Engineer's Opinion of Probable Construction Costs (EOPCC), itemizing the project work elements as provided in the bid schedule, based on prior experience on similar projects and current data relative to construction pricing trends.
- City will provide current versions of contract documents and technical specifications for Consultant to use to for this project.

Subtask 5.1 Deliverables

- Electronic scalable set of plans (11"x17" and 22"x 34" PDF format).

- Draft contract documents and technical specifications (Word and PDF format).
- 90% Draft, Class 2 EOPCC (PDF format).

Subtask 5.2 – 100% Final Design

The final 100% design submittal will be advanced from the 90% submittal, incorporating City review comments. Work under this task includes preparing final drawings, technical specifications and contract documents, and cost estimates required for bidding the project.

Subtask 5.2 Assumptions

- EOPCC, itemizing the project work elements as provided in the bid schedule, based on prior experience on similar projects and current data relative to construction pricing trends.

Subtask 5.2 Deliverables

- Final design submittal (Issued for Construction and related permitting) and stamped electronic scalable set of plans (11"x17" and 22"x34", PDF format).
- Signed and stamped contract documents and technical specifications (Word and PDF format).
- Final EOPCC, Class 2 (PDF format).

Task 6 – Bidding Phase Services

Under this task, Consultant will provide limited assistance to City during the publicly-bid contractor selection process. Consultant services will include:

1. Assist City in responding to bidder inquiries during the bid period.

Task 6 Assumptions

- City will prepare addenda.
- City will advertise the project, distribute bid documents to prospective bidders, and maintain the plan holders list.
- City will prepare a bid tabulation and evaluate bids.
- City will prepare and send Notice of Intent to Award to bidders, and issue Notice of Award to contractor.

Task 6 Deliverables

- Responses to bidder questions – by phone and email.

Task 7 – Construction Phase Services

Limited construction phase services will be provided under this task, including reviewing and responding to contractor requests for information (RFIs) and preparing record drawings. It is anticipated that construction staking will be provided by the construction contractor. It is also anticipated that the City will review and approve all shop drawings and submittals submitted by the contractor, review the contractor's monthly requests for progress payments, review any change order requests from the contractor, and provide all on-

site construction observation services during active construction. Consultant will coordinate survey control with the contractor's surveyor as required. This task includes the following subtasks:

Subtask 7.1 – Attend Preconstruction Conference

Assist City with preparing an agenda and invitation list for a Pre-construction Conference and coordinate with the City regarding the conference details. Attend Preconstruction Conference and prepare a written conference summary to be provided to the City to distribute to other conference attendees.

Subtask 7.2 – Respond to Requests for Information

Respond to the contractor's written requests for information (RFIs), verbal requests or as the need otherwise arises. Prepare written responses and drawings or sketches, as necessary, to the contractor to clarify the contract documents. Such written responses will be completed within three (3) business days of receipt of the contractor's RFI, but more time may be necessary depending on the complexity of the required clarification. For budgeting purposes, it is assumed that up to 8 RFIs will need to be reviewed and processed by the Consultant.

Subtask 7.3 – Record Drawings

Prepare record drawings of the project based upon the construction records of the contractor and City's on-site representative. Submit electronic AutoCAD and PDF format record drawings to the City.

Task 7 Assumptions

- It is assumed that up to ten (8) RFIs will need to be reviewed and processed by Consultant.
- 36 hours have been budgeted for record drawings.

Task 7 Deliverables

- Pre-Construction Meeting agenda and summary (MS Word and PDF formats).
- RFI responses (MS Word and PDF formats).
- Record Drawings (11"x17" and 22"x34", PDF format).

Budget

Consultant proposes to perform this work on a time and expenses basis with a total not to exceed amount of \$339,984 which includes design, bidding, and construction phase engineering services as outlined above. The proposed fee estimate is provided as "Attachment A". Fee estimates are based upon Consultant's 2024 Schedule of Charges which is provided as "Attachment B". Payment will be made at the Billing rates for personnel working directly on the project, which will be made at the Consultant's Hourly Rates, plus Direct Expenses incurred.

Proposed Project Schedule

The following is a proposed schedule of services for the project.

Notice to Proceed (assumed)	May 15, 2024
Kickoff, Data Collection & Review, Design Survey	May 15 to July 10, 2024

50% Preliminary Design	July 10 to August 14, 2024
City Review of 50% Preliminary Design	August 14 to August 28, 2024
90% Design	August 28 to October 9, 2024
City Review of 90% Design	October 9 to October 23, 2024
100% Final Design	October 23 to November 1, 2024
Bidding, Award and Contracting	November 5 to December 31, 2024
Construction	December 31, 2024 to May 31, 2025

Preliminary Drawing List

The following is a list of drawings anticipated to be required for the project.

1	G-1	Cover Sheet, Regional Map, Vicinity Map
2	G-2	Index of Drawings, General Notes and Survey Control Points
3	G-3	Symbols and Legend
4	G-4	Abbreviations
5	ESC-1	Cover Sheet and Erosion and Sediment Control Notes
6	ESC-2	Erosion and Sediment Control Plan
7	ESC-3	Erosion and Sediment Control Standard Drawings - 1
8	ESC-4	Erosion and Sediment Control Standard Drawings - 2
9	TC-1	Overall Traffic Control Plan
10	TC-2	Supplemental Traffic Control Plan
11	TC-3	Traffic Control Details -1
12	TC-4	Traffic Control Details -2
13	C-1	Water Line Replacement Overview Map
14	C-2	Upper Midhill Drive Plan and Profile STA 1+00 to STA 06+00
15	C-3	Upper Midhill Drive Plan and Profile STA 6+00 to STA 11+00
16	C-4	Upper Midhill Drive Plan and Profile STA 11+00 to STA 16+00
17	C-5	Upper Midhill Drive Plan and Profile STA 16+00 to STA 18+70
18	C-6	Willamette Drive Water Service Replacements-1
19	C-7	Willamette Drive Water Service Replacements-2
20	C-8	Arbor Way Plan and Profile STA 1+00 to STA 6+00
21	C-9	Arbor Way Plan and Profile STA 6+00 to STA 9+60
22	C-10	Hidden Springs Road Plan and Profile STA 1+00 to STA 6+00
23	C-11	Hidden Springs Road Plan and Profile STA 6+00 to STA 11+00
24	C-12	Hidden Springs Road Plan and Profile STA 11+00 to STA 13+50
25	C-13	Santa Anita Drive Plan and Profile STA 1+00 to STA 5+50
26	C-14	Club House Circle Plan and Profile STA 1+00 to STA 2+00
27	C-15	Reed Street Plan and Profile STA 1+00 to 6+00
28	C-16	Reed Street Plan and Profile STA 6+00 to 10+00
29	C-17	Dollar Street Plan and Profile STA 1+00 to 5+00

30	C-18	Dollar Street Plan and Profile STA 5+00 to 7+00
31	C-19	Willamette Falls Drive Plan and Profile STA 1+00 to 6+00
32	C-20	Willamette Falls Drive Plan and Profile STA 6+00 to 11+00
33	C-21	Willamette Falls Drive Plan and Profile STA 11+00 to 16+40
34	C-22	City of West Linn Standard Details - 1
35	C-23	City of West Linn Standard Details - 2
36	C-24	City of West Linn Standard Details - 3
37	C-25	City of West Linn Standard Details - 4

EXHIBIT 2

WATER LINE REPLACEMENT DESIGN
CITY OF WEST LINN
PROPOSED FEE ESTIMATE

Staff Name	Principal Engineer V	Professional Engineer VII	Professional Engineer VIII	Professional Engineer IX	Engineering Designer II	Engineering Designer IV	Cost Estimator III	Technician III	Administrative III	Project Coordinator I	Hours	Labor	Subconsultants		Multiplier % Markup	Subconsultant Total with Markup	Expenses	CADD Units \$18/hr	Total
	\$330	\$227	\$240	\$252	\$171	\$192	\$290	\$166	\$128	\$128			S&F	Survey					
	BolandTho	HarrisonBro	LuceJus	BugingoFul	BuonaratiNic	CastroAng	GriesingerRob	McfaddinNic	GillisAsh	SteinbergMor									
Task 1 - Project Management																			
Task 1.1 - Project Management & Administration (11 months)	11			40					3		54	\$ 14,094			1.1	\$ -	\$ -	\$ -	\$ 14,094
Task 1.2 - Invoices/Status Reporting (11 months)	5			12					11		28	\$ 6,082			1.1	\$ -	\$ -	\$ -	\$ 6,082
Task 1.3 - Project Design Meetings (4 meetings)	8			12	8						28	\$ 7,032			1.1	\$ -	\$ -	\$ -	\$ 7,032
Task 1.4 - Quality Assurance/Quality Control (QA/QC)			16								16	\$ 3,840			1.1	\$ -	\$ -	\$ -	\$ 3,840
Task 1 Subtotal	24	0	16	64	8	0	0	0	14	0	126	\$ 31,048	\$ -			\$ -	\$ -	\$ -	\$ 31,048
Task 2 - Data Review and Site Reconnaissance																			
Task 2.1 - Data Review and Site Reconnaissance	2	4		16	20						42	\$ 9,020			1.1	\$ -	\$ 50	\$ -	\$ 9,070
Task 2 Subtotal	2	4	0	16	20	0	0	0	0	0	42	\$ 9,020	\$ -			\$ -	\$ 50	\$ -	\$ 9,070
Task 3 - Design Survey																			
Task 3.1 - Design Survey				8	12			32			52	\$ 9,380	\$ 79,665		1.1	\$ 87,632	\$ -	\$ 576	\$ 97,588
Task 3 Subtotal	0	0	0	8	12	0	0	32	0	0	52	\$ 9,380	\$ 79,665			\$ 87,632	\$ -	\$ 576	\$ 97,588
Task 4 - 50% Preliminary Design																			
Task 4.1 - 50% Preliminary Design	2	2		60	100	8	2	120			294	\$ 55,370			1.1	\$ -	\$ -	\$ 2,160	\$ 57,530
Task 4 Subtotal	2	2	0	60	100	8	2	120	0	0	294	\$ 55,370	\$ -			\$ -	\$ -	\$ 2,160	\$ 57,530
Task 5 - Design																			
Task 5.1 - 90% Design	2			80	160	16	2	180		4	444	\$ 82,224			1.1	\$ -	\$ -	\$ 3,240	\$ 85,464
Task 5.2 - 100% Final Design	2			40	80	8	1	80		4	215	\$ 40,038			1.1	\$ -	\$ -	\$ 1,440	\$ 41,478
Task 5 Subtotal	4	0	0	120	240	24	3	260	0	8	659	\$ 122,262	\$ -			\$ -	\$ -	\$ 4,680	\$ 126,942
Task 6 - Bidding Phase Services																			
Task 6.1 - Bidding Phase Services	2			8	8						18	\$ 4,044			1.1	\$ -	\$ -	\$ -	\$ 4,044
Task 6 Subtotal	2	0	0	8	8	0	0	0	0	0	18	\$ 4,044	\$ -			\$ -	\$ -	\$ -	\$ 4,044
Task 7 - Construction Phase Services																			
Task 7.1 - Attend Preconstruction Conference				4	6						10	\$ 2,034			1.1	\$ -	\$ -	\$ -	\$ 2,034
Task 7.2 - Respond to Requests for Information (10 RFIs)				16	4						20	\$ 4,716			1.1	\$ -	\$ -	\$ -	\$ 4,716
Task 7.3 - Record Drawings				8	12			16			36	\$ 6,724			1.1	\$ -	\$ -	\$ 288	\$ 7,012
Task 7 Subtotal	0	0	0	28	22	0	0	16	0	0	66	\$ 13,474	\$ -			\$ -	\$ -	\$ 288	\$ 13,762
TOTAL - ALL TASKS	34	6	16	304	410	32	5	428	14	8	1257	\$ 244,598	\$ 79,665			\$ 87,632	\$ 50	\$ 7,704	\$ 339,984

Agenda Bill 2024-06-03-02

Date Prepared: May 20, 2024

For Meeting Date: June 3, 2024

To: Rory Bialostosky, Mayor
West Linn City Council

Through: John Williams, City Manager *JRW*

From: Erich Lais, PE – City Engineer/Public Works Director *EL*

Subject: Amendment to Intergovernmental Agreement (IGA) between the City of West Linn and the State of Oregon for OR-43 Multimodal Improvements.

Purpose:

To present information regarding proposed amendment to existing Intergovernmental Agreement (IGA) between the State and the City of West Linn for transportation improvements along the OR-43 corridor.

Question(s) for Council:

Does the Council want to amend the IGA to allow for transportation improvements within the OR-43 corridor to proceed?

Public Hearing Required:

None required.

Background & Discussion:

The City and the State of Oregon are requesting a modification or amendment to the Intergovernmental Agreement between the parties. The original IGA was executed on or around March 1, 2018 and outlines the requirements and responsibilities of the State and the City with regards to design, funding and deliverance of multimodal improvements along the OR-43 corridor.

This amendment is necessary because of cost increases related to timeline extensions and design amendments to the original project scope and schedule. Since the kickoff of the final design phase of this project, the State and the City have been working to establish transportation improvements that would meet the goal of improving vehicular, bike, and pedestrian safety while adhering to State regulations and requirements for transportation infrastructure along this state-owned corridor, while also remaining within the allocated budget for this project. As a result, the project scope has been modified as outlined within the attached amendment.

Below is an outline of the significant changes to scope of the original IGA.

- Changes project scope and exhibits from the original project boundaries (Arbor Dr. to Hidden Springs Rd.) to the Marylhurst intersection.
- Changes project intent from multimodal improvements throughout original project boundary to a protected intersection at Marylhurst Rd/OR-43.

- Changes ODOT project contact from Matt Freitag to Jen Bachman
- Changes City contact from previous City Engineer to current, Erich Lais.
- Additional language clarifying that the State will acquire right-of-way in its name during project duration and then will transfer to the City anything outside of its jurisdiction upon project completion. The City will agree to accept title and maintain such right-of-way for the duration of its life.

Budget Impact:

\$ No change to original budget impact

Sustainability Impact:

This project includes completion of multimodal improvements making this portion of the corridor more accessible to walking and biking. It is also designed to protect nearby sensitive resources to the greatest extent possible.

Council Options:

1. Approve amendment to the IGA and allow for transportation improvements to proceed.
2. Deny amendment to the IGA, cancel project and direct staff and legal services to explore financial implications of not completing the project.

Staff Recommendation:

Staff recommends Council approve the amendment to the IGA and allow for public improvements to be completed.

Potential Motion:

Motion to approve amendment to the IGA and allow for public improvements to be completed.

Attachments:

1. Proposed Intergovernmental Agreement Amendment

**AMENDMENT NUMBER 01
LOCAL AGENCY AGREEMENT
OR43 (Willamette Dr) at Marylhurst
City of West Linn**

This is Amendment No. 01 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "State," or "ODOT" and **City of West Linn**, acting by and through its elected officials, hereinafter referred to as "Agency," entered into on March 6, 2018.

It has now been determined by State and City of West Linn that the Agreement referenced above shall be amended to update Project title, location, scope, contacts and ADA language.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.
2. **Amendment to Agreement.**
 - a. **The name of the Project shall be changed from OR43 Multimodal Transportation Project to OR43 (Willamette Dr) at Marylhurst.**
 - b. **Exhibit A shall be deleted in its entirety and replaced with the attached Revised Exhibit A. All references to "Exhibit A" shall hereinafter be referred to as "Revised Exhibit A."**
 - c. **TERMS OF AGREEMENT, Paragraph 1, Page 1, which reads:**

Under such authority, the Parties agree to State delivering on behalf of Agency the OR43 Multimodal Transportation Project, hereinafter referred to as the "Project." The Project includes construction of a new cycle track and sidewalk along OR-43 from Arbor Drive to Hidden Springs Road and new road extending Hidden Springs Road to Old River Road. The location of the Project is approximately as set forth in Exhibit A, attached hereto and by this reference made a part hereof.

Shall be deleted in its entirety and replaced with the following:

Under such authority, the Parties agree to State delivering on behalf of Agency the OR43 (Willamette Dr) at Marylhurst Project, hereinafter referred to as the "Project." The Project includes rebuilding the intersection at OR 43 and Marylhurst Dr. as a protected intersection. The location of the Project is approximately as set forth in Revised Exhibit A, attached hereto and by this reference made a part hereof.

d. TERMS OF AGREEMENT, Paragraph 14, Page 3-4, which reads:

14. Americans with Disabilities Act Compliance:

- a. When the Project scope includes work on sidewalks, curb ramps, shared use paths, or pedestrian-activated signals or triggers an obligation to address curb ramps or pedestrian signals, the Parties shall:
 - i. Utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008 (together, "ADA"), including ensuring that all sidewalks, curb ramps, shared use paths, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
 - ii. Follow ODOT's processes for design, modification, upgrade, or construction of sidewalks, curb ramps, shared use paths, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
 - iii. At Project completion, send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager for each curb ramp constructed, modified, upgraded, or improved as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx>
- b. State shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. State shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the start of construction.

- c. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Agency identifying sidewalk, curb ramp, shared use path, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Any repairs or removal of obstructions needed to maintain Project features in compliance with the ADA requirements that were in effect at the time of Project construction are completed by Agency or abutting property owner pursuant to applicable local code provisions,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- d. Maintenance obligations in this section shall survive termination of this Agreement.

Shall be deleted in its entirety and replaced with the following:

14. Americans with Disabilities Act Compliance:

- a. When the Project scope includes work on sidewalks, curb ramps, or pedestrian-activated signals or triggers an obligation to address curb ramps or pedestrian signals, the Parties shall:
 - i. Utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
 - ii. Follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception

process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;

- iii. At Project completion, send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

- b. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- c. Maintenance obligations in this section shall survive termination of this Agreement.

e. TERMS OF AGREEMENT, Paragraph 23, Page 6, which reads:

- 23. State Contact for this Agreement is Matt Freitag, Project Manager, 123 NW Flanders Street, Portland, OR 97209, 503-731-4851, matthew.d.Freitag@odot.state.or.us, or assigned designee upon

individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

Shall be deleted in its entirety and replaced with the following:

23. State Contact for this Agreement is Jen Bachman, Consultant Project Manager, 123 NW Flanders Street, Portland, OR 97209, 503-853-5378, Jennifer.L.Bachman@odot.oregon.gov, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

f. TERMS OF AGREEMENT, Paragraph 24, Page 6, which reads:

24. Agency's Contact for this Project is Lance Calvert, Public Works Director, 22500 Salamo Road, West Linn, OR 97068, 503-722-3424, lcalvert@westlinnoregon.gov, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

Shall be deleted in its entirety and replaced with the following:

24. Agency's Contact for this Project is Eric Lais, 22500 Salamo Road, West Linn, OR 97068, 503-722-3434, elais@westlinnoregon.gov, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

g. Attachment No. 2, Federal Standard Provisions, Paragraph 13, Page 12, which reads:

Agency shall, upon State's written request for reimbursement in accordance with Title 23, CFR part 630.112(c) 1 and 2, as directed by FHWA, reimburse State for federal-aid funds distributed to Agency if any of the following events occurs:

- a. Right of way acquisition is not undertaken or actual construction is not started by the close of the twentieth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized for right of way acquisition. Agency may submit a written request to State's Liaison for a time extension beyond the twenty (20) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
- b. Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the federal fiscal year in which the

federal-aid funds were authorized. Agency may submit a written request to State's Liaison for a time extension beyond the ten (10) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.

Shall be deleted in its entirety and replaced with the following:

Agency shall, upon State's written request for reimbursement in accordance with Title 23, CFR part 630.112(c) 1, as directed by FHWA, reimburse State for federal-aid funds distributed to Agency if the following event occurs:

- a. Right of way acquisition is not undertaken or actual construction is not started by the close of the twentieth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized for right of way acquisition. Agency may submit a written request to State's Liaison for a time extension beyond the twenty (20) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.

h. Renumber Revised Attachment No. 2, Federal Standard Provisions, Paragraphs 36-47 (RAILROADS) to Paragraphs 37-48. (RAILROADS)

i. Insert new Attachment No. 2, Federal Standard Provisions, Paragraph 36 (RIGHT OF WAY) to read as follows:

36. State will purchase right of way in State's name. Upon completion of the Project, State and Agency agree that any right of way purchased outside of State jurisdiction will be transferred to Agency. Agency agrees to take title of the property and shall maintain it pursuant to this Agreement.

- 3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- 4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.
- 5. **Electronic Signatures.** The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under

ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2018-2021 Statewide Transportation Improvement Program (STIP), (Key #20329) that was adopted by the Oregon Transportation Commission on July 15, 2020 (or subsequently by amendment to the STIP).

CITY OF WEST LINN, by and through
its elected officials

By _____

Date _____

By _____

Date _____

**LEGAL REVIEW APPROVAL (If
required in Agency's process)**

By _____
Agency Counsel

Date _____

Agency Contact:

Erich Lias
22500 Salamo Road
West Linn, OR 97068
503-722-3434
elais@westlinnoregon.gov

State Contact:

Jennifer Bachman, P.E.
123 NW Flanders Street
Portland, OR 97209
503-853-5378
Jennifer.L.Bachman@odot.oregon.gov

STATE OF OREGON, by and through
its Department of Transportation

By _____

Date _____

APPROVAL RECOMMENDED

By _____

Date _____

By _____

Date _____

By _____

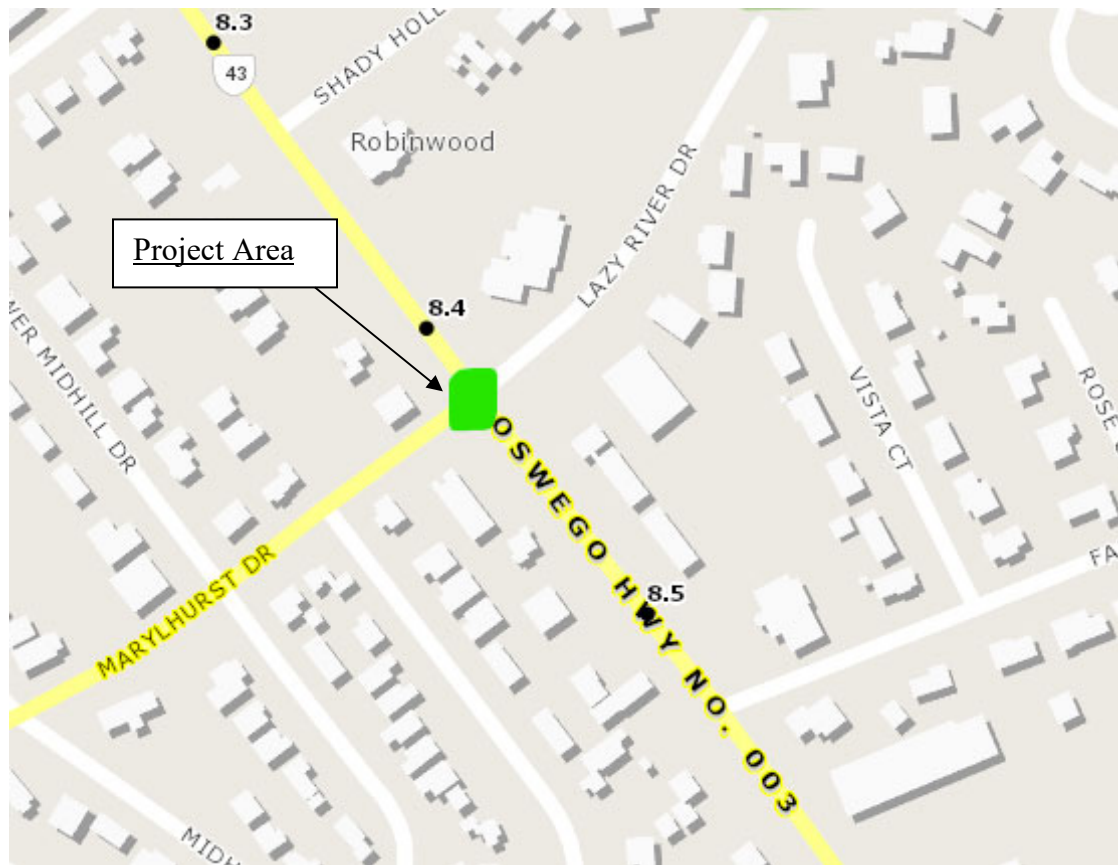
Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By email Jennifer O'Brien,
Assistant Attorney General

Date: January 26, 2024

REVISED EXHIBIT A – PROJECT LOCATION



Memorandum

Date: May 31, 2024

To: West Linn City Council Members

From: Stephanie Hastings, Management Analyst
John Williams, City Manager

Subject: Energy Efficiency and Conservation Block Grant Authorization & Assurance Letters

The City Council has identified environmental protection & sustainable city operations as a priority for 2024. The 2021 City of West Linn Sustainability Strategic Plan identifies reduction of greenhouse gas emissions of 80% by the year 2040 as an Energy Goal. Additionally, the Sustainability Advisory Board has expressed support in pursuing an Energy Efficiency and Conservation Block Grant (EECBG) through the Oregon Department of Energy.

A funding opportunity is available for EV Charging Infrastructure through the Energy Efficiency and Conservation Block Grant offered by Oregon Department of Energy. The City would like to submit an application requesting \$100,000 to fund an EV charging station at the West Linn Public Library. This grant requires two letters: written authorization from the applicant's governing body allowing submission of the application, as well as a letter of assurance that prevailing wage will be paid for all laborers and mechanics, as required by the Davis-Bacon Act.

Attached are the two letters required by the Oregon Department of Energy for the Energy Efficiency and Conservation Block Grant. These letters will need to be approved by Council and signed by the Mayor for the City proceed with submitting the grant application.



CITY OF West Linn

May 30, 2024

Authorized Applicant Assurance Letter

U.S. Department of Energy

Reference: Energy Efficiency and Conservation Block Grant - DE- FOA-0002882
CDFA Number 81.128

To Whom It May Concern:

Please consider this letter as my certification that Stephanie Hastings, Management Analyst-Revenue & Procurement has been appointed to represent The City of West Linn and is the contact for The City of West Linn, Finance Department, which is authorized to receive funds, and implement the Energy Efficiency and Conservation Block Grant Program for the above referenced grant. The contact information is below:

NAME: Stephanie Hastings
EMAIL: shastings@westlinnoregon.gov
PHONE: 503-742-6028

Sincerely,

Rory Bialostosky
Mayor
City of West Linn



CITY OF West Linn

May 30, 2024

Davis-Bacon Assurance Letter

U.S. Department of Energy

Reference: Energy Efficiency and Conservation Block Grant - DE- FOA-0002882
CDFA Number 81.128

To Whom It May Concern,

Please consider this letter written assurance that all laborers and mechanics on projects funded directly by or assisted in whole or in part by and through funding appropriated by the Infrastructure, Investment, and Jobs Act will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

Sincerely,

Rory Bialostosky
Mayor
City of West Linn

Work Session Agenda Bill

Date: June 3, 2024

To: Rory Bialostosky, Mayor
Members, West Linn City Council

Through: John Williams, City Manager *JRW*

From: Erich Lais, PE – Public Works Director/City Engineer *EL*

Subject: Water Master Plan Adoption Process Review

Purpose:

Provide an update to Council regarding the development of the City's updated Water Master Plan which is scheduled to go before Council for consideration of adoption on June 10, 2024.

Question(s) for Council:

None – Information and presentation only.

Background & Discussion:

The City's current drinking Water System Master Plan (WSMP) was last updated in 2008. The purpose of the WSMP is to guide future City project needs by identifying current system deficiencies, future anticipated needs and recommending future system improvements. Additionally, an update to the Water System Master Plan was needed to better conform to increasingly stringent state and federal water quality regulations as well as reflect recent system capital improvements such as the Bolton reservoir construction.

On December 13, 2021, a request for qualifications was issued following state and local procurement requirements. A total of two proposals were received from the following firms:

1. Carollo Engineers, Inc. of Portland, OR
2. Murraysmith, Inc. of Portland, OR (now doing business as Consor North America)

Upon review of the submitted proposals, Murraysmith/Consor North America, Inc. was deemed to be the preferred firm for the project based upon the evaluation criteria identified in the request for qualifications. On June 13, 2022, the proposed scope of work and professional services contract was approved and awarded by City Council.

Since contract award, the City and its consultants have thoroughly reviewed the City's existing system to identify current and future system needs and to develop a comprehensive master plan that will guide the City's potable water infrastructure into the future. Through development of the updated master plan the City has determined the following:

- The City's current water system has adequate storage and pumping capacity and there is no anticipation of requiring significant capital investment within these categories.

- Planned capital investment will primarily focus on renewal and replacement of distribution piping.

Following public outreach and legal requirements the proposed Master Plan was presented to the City's Utility Advisory Board on March 12, 2024, and had a public hearing with the Planning Commission on May 15th.

Council Options:

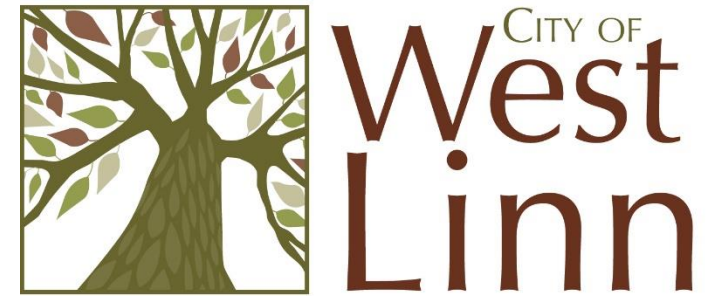
1. Recommend the City's Water Master Plan adoption process proceed as plan with a final public hearing for adoption to be held at the June 10, 2024 Council Meeting.

Staff Recommendation:

1. Recommend the City's Water Master Plan adoption process proceed as plan with a final public hearing for adoption to be held at the June 10, 2024 Council Meeting.

Attachments:

1. Water Master Plan Update Presentation



CITY OF WEST LINN – PLANNING COMMISSION

Water System Master Plan Update

Project Overview

Presented by:
Brian Ginter, P.E.

May 15, 2024



AGENDA

Introductions

Why Master Plan?

Plan Elements

- Existing System

- Water Demand Forecast

- System Analysis

- Recommended Capital Improvements Plan

Next Steps

Discussion/Q&A



Why Master Plan?

- **Required by the State of Oregon – DHS, Drinking Water Program**
- **Identify short- and long-term needs**
 - Capital improvements
 - Policy updates
 - Financial strategy
- **Improve level of service to customers**
 - Economic development support
 - Reliability
 - Seismic resilience
 - Capital maintenance prioritization
 - Developer standards identification
- **Develop short- and long-term roadmap for system improvements**



Plan Elements

Plan Foundation

- System Inventory
- Water Demand Forecast
- Performance Criteria

System Analysis

- Hydraulic Model Development, Calibration and Analysis
- Storage and Pumping Needs
- Seismic Resiliency

Capital Improvement Plan

- Capital Improvements
Capacity, Reliability, Resilience, Maintenance

Financial Analysis and WSMP Report

- Utility Rates
- SDCs
- WSMP - UAB Review, City Council Approval, Regulatory Approval

Existing System

9,000 Service Connections

1 Primary and **1** Emergency Supply

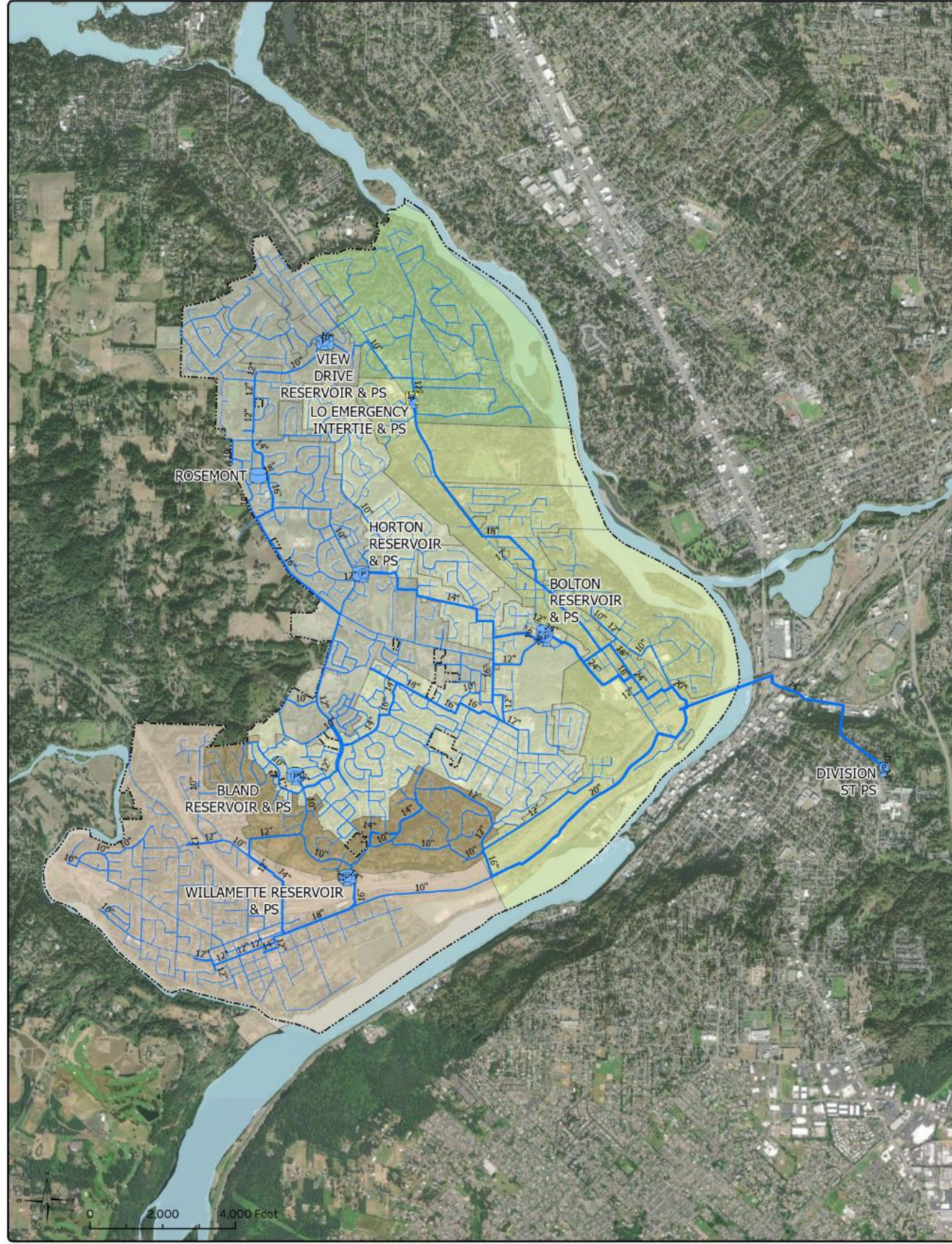
6 Pressure Zones (with 12 subzones)

6 Storage Reservoirs with **7.5 MG** capacity

5 Pump Stations with **10,400 gpm** firm capacity

118 Miles of Pipe – **2- to 24-inch** Diameter

31 Pressure Reducing Valve (PRV) Stations





Water Demand Forecast

Table 2-2 | Historical Demand by Customer Classification by Percentage

Customer Classification	2020	2021	2022
Residential	82.13%	82.16%	81.23%
Multi-Family and Apartments	11.01%	10.39%	11.31%
Commercial	4.40%	4.56%	4.74%
Public	2.46%	2.88%	2.74%

Figure 2-2 | Historical and Projected Population Growth

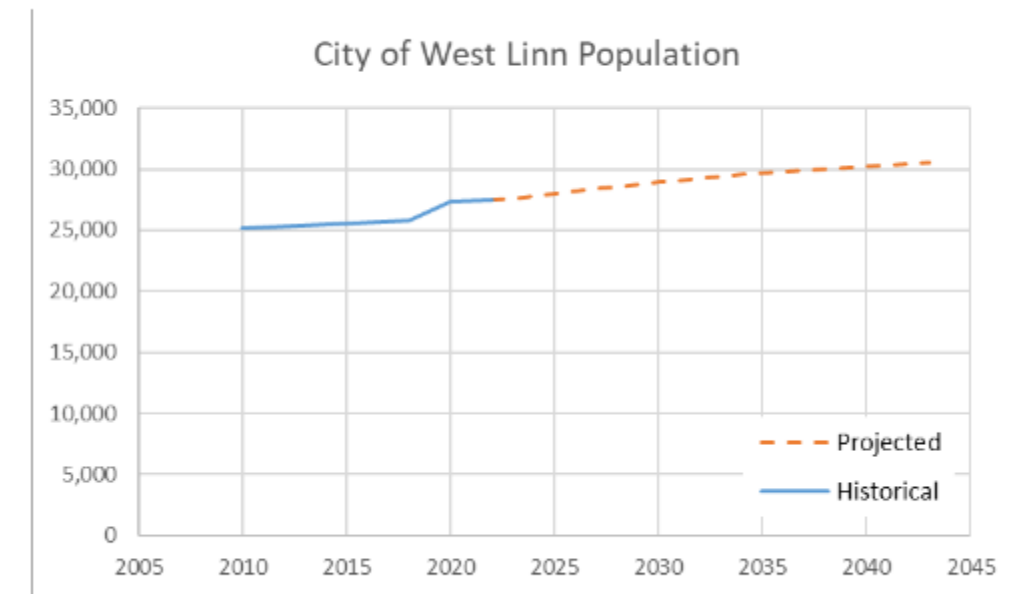


Table 2-10 | Projected Water Demand Summary

Year	Population	ADD (MGD) ¹	MDD (MGD) ²	PHD(MGD) ³
2028	28,556	2.97	7.04	16.33
2033	29,395	3.06	7.25	16.81
2038	29,991	3.12	7.39	17.15
2043	30,516	3.17	7.52	17.45

Notes:

1. Assumed ADD per capita of 104 gpcd per Table 2-4.
2. Peaking factor of 2.37 * ADD
3. Peaking factor of 2.32 * MDD



System Analysis – Supply

Table 4-4 | Summary of Source CIP Projects

Facility	Purpose	Description	Estimated Budget Cost & Schedule
Finished Water Transmission Main – Valve Replacement	The condition of the flow control valves are suspect and would require an emergency repair if they failed.	Replace the two existing ball valves located on the West Linn side of the tee on the DSPS discharge pipe.	\$200,000 FY 2024 – FY 2028

Table 4-5 | Summary of SFWB CIPs

SFWB Project	SFWB CIP Priority Rating and Projects	West Linn Impact and Priority	Estimated Cost Share	Schedule
SFWB Raw Transmission Main	1 - High Priority (raw water pipeline).	Increased capacity is required to meet the projected SFWB 2043 demand of 25 MGD, which is the combined demand from all water providers including West Linn. At the current projected rate of growth of the SFWB service area, capacity will be reached at approximately 2025.	TBD	TBD
SFWB Raw Water Pump Station	3 – Expansion to 40 MGD (backup generator)		TBD	TBD
SFWB WTP	1 - High (new chemical building) 2 - Expansion to 30 MGD (structural upgrades) 3 – Expansion to 40 MGD (backup generator)		TBD	TBD
SFWB Finished Water Transmission Line	1 - High Priority (finished water pipeline from Hunter Avenue to Cleveland)		TBD	TBD
SFWB Division Street Pump Station	2 - Expansion to 30 MGD (structural upgrades) 4 – Expansion to 52 (backup generator)	Increased capacity is required to meet the projected SFWB 2043 demand of 19.94 MGD, which is the combined demand from all water providers including West Linn. At the current projected rate of growth of the SFWB service area, capacity will be reached at approximately 2028.	TBD	TBD





System Analysis – Capacity (Storage)

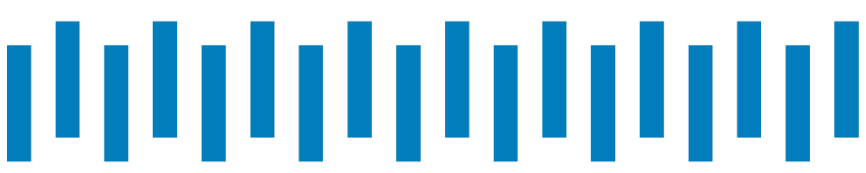
Figure 3-1 | Storage Volumes



Table 5-8 | 2043 Storage Capacity Analysis

Reservoir	Required Storage Capacity (Mgal)						Surplus (Deficit)
	Operational	Equalization	Fire/ Emergency	Seismic & Dead	Required	Available	
Bolton	0.00	0.00	0.93	0	0.9	4.0	3.1
Horton	0.19	0.00	1.73	0	1.9	1.5	(0.4)
View Drive (Robinwood)	0.00	0.00	0.49	0	0.5	0.5	0.0
Rosemont	0.09	0.00	1.37	0	1.5	0.4	(1.1)
Willamette	0.00	0.00	1.09	0	1.1	0.6	(0.5)
Bland	0.03	0.08	0.54	0	0.7	0.5	(0.2)
Total	0.31	0.08	6.14	0	6.5	7.5	1.0





System Analysis – Capacity (Pumping)

Table 6-2 | Pumping Firm Capacity Analysis

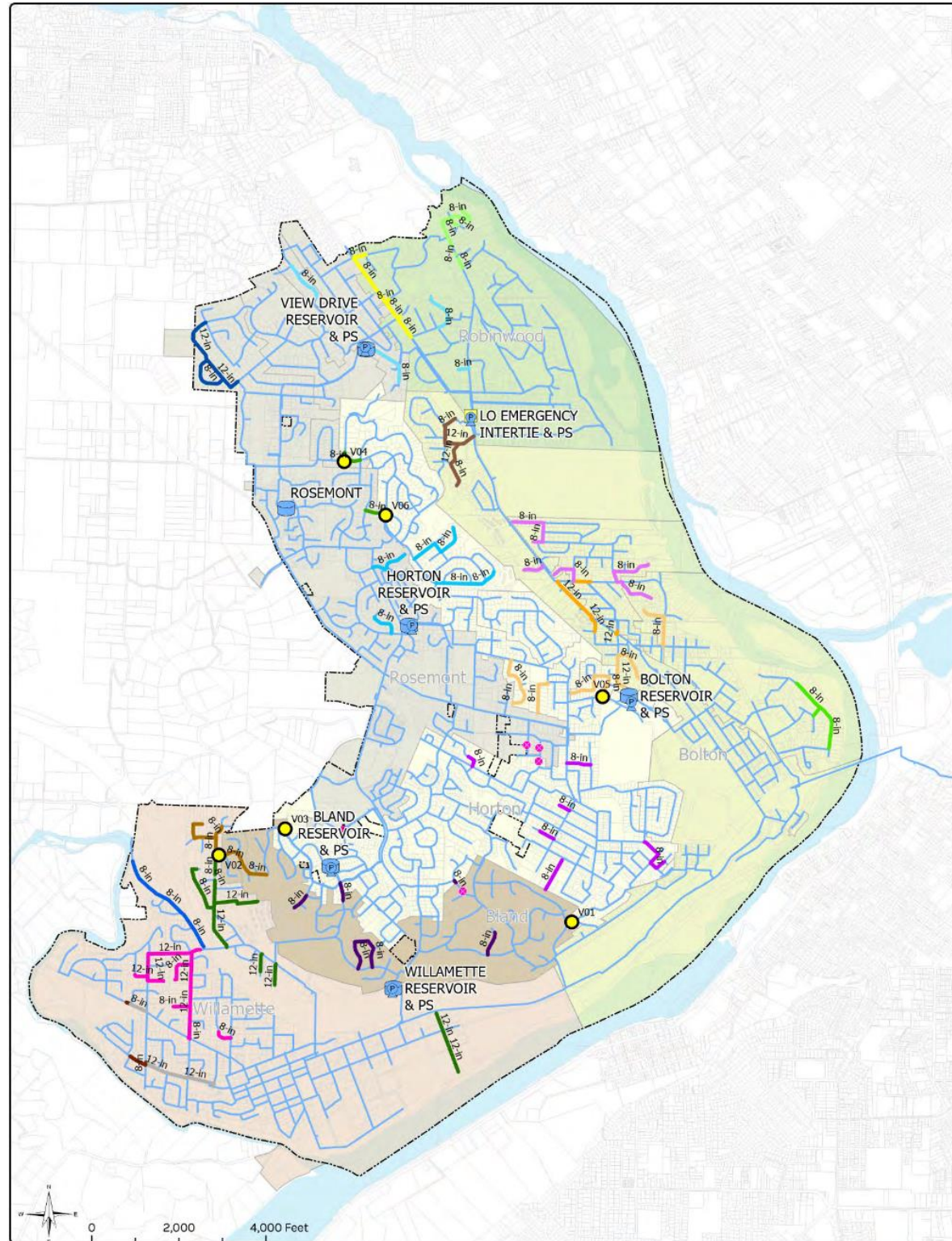
Pump Station	Discharge Pressure Zone	Firm Capacity (gpm)	Pressure Zone MDD			
			2023		2043	
			(Mgal)	(gpm)	(Mgal)	(gpm)
Bolton	Horton	3,900	1.8	1,245	2.02	1,400
Willamette	Bland	1,000	0.78	540	0.87	607
Horton	Rosemont	3,100	1.63	1,133	1.83	1,270
View Drive		1,200				
Bland		1,200				

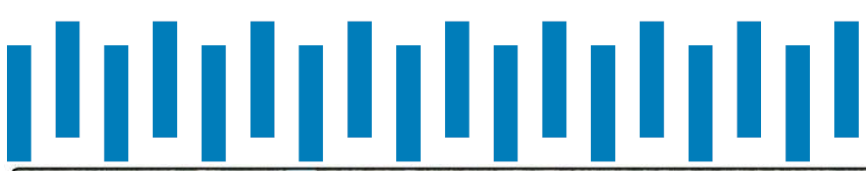


System Analysis – Capacity (Piping)

Hydraulic Capacity Improvement Prioritization

1. Significant subzone deficiencies. *Often include a PRV improvement.*
2. High head loss/velocity between supplying facility (storage) and demand. *Transmission improvements.*
3. Local fire flow deficiencies. *8- and 12-inch mains.*
4. System looping and new development. *8- and 12-inch mains.*



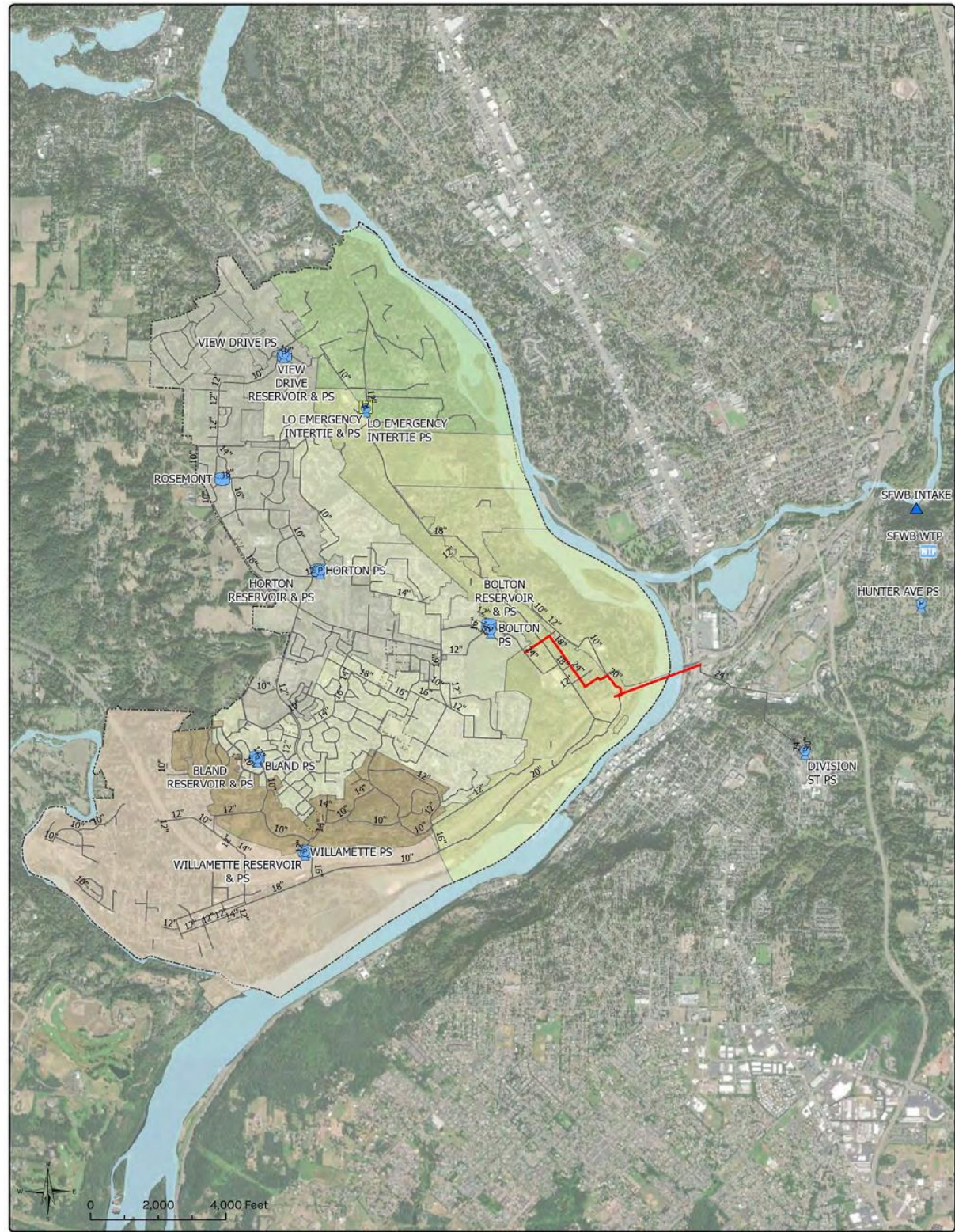


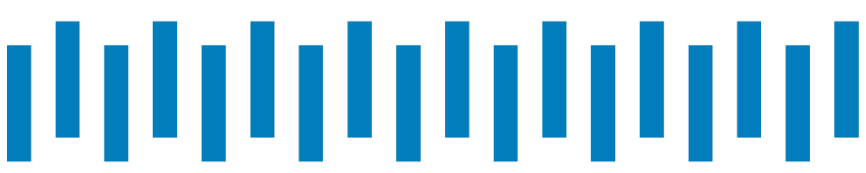
System Analysis – Renewal and Replacement

PRIORITY 1

Table 7-2 | Galvanized/Steel Piping Length and Diameter

Pressure Zone	Length (feet)				
	<4-inch	8-inch	18-inch	20-inch	24-inch
Bland					
Bolton	285		2,723	1,558	2,702
Horton	375				
Robinwood	90				
Rosemont					
Willamette	200				
TOTAL	950		2,723	1,558	2,702



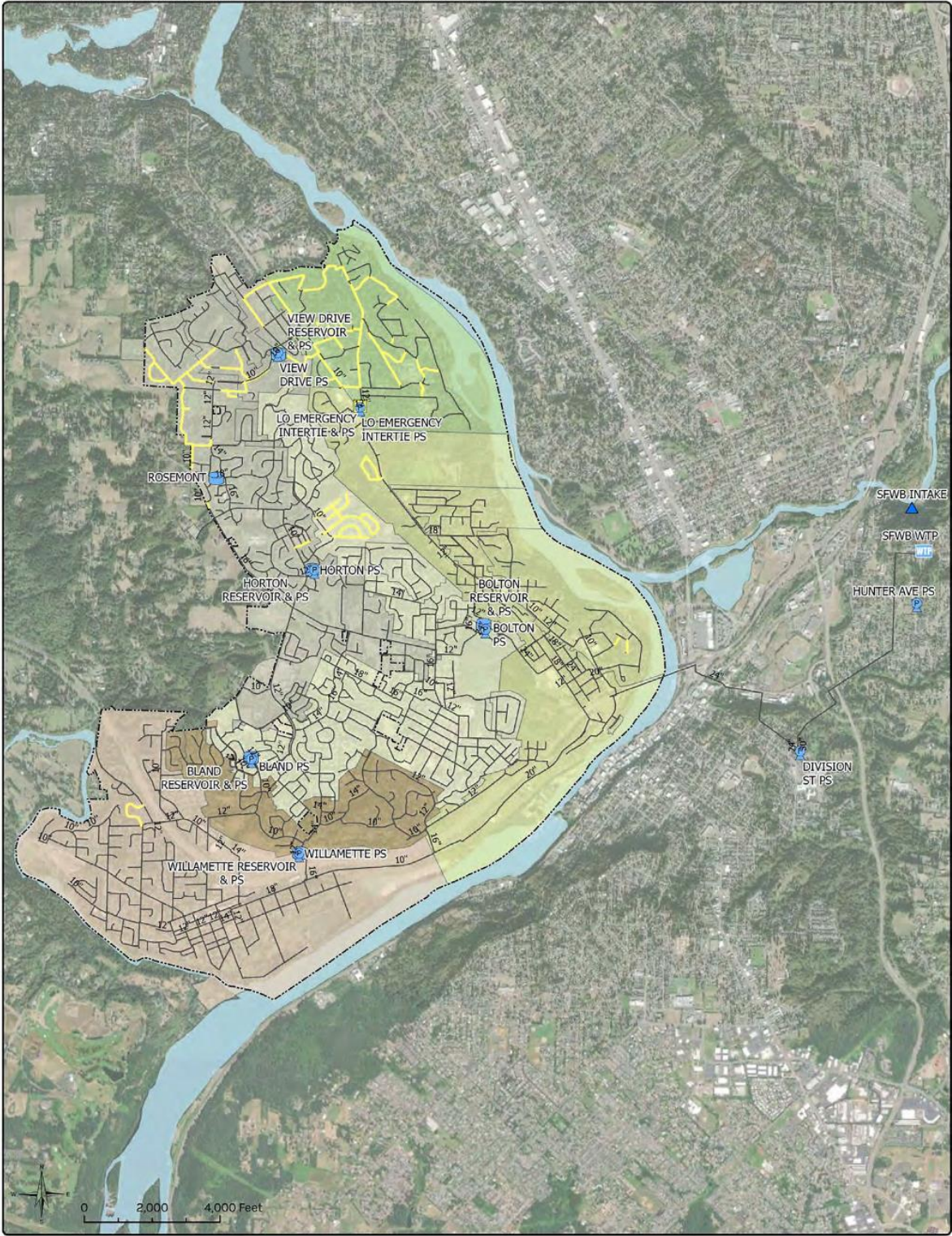


System Analysis – Renewal and Replacement

PRIORITY 2

Table 7-3 | AC Piping Length and Diameter – CMP Priority 2

Pressure Zone	Length (feet)		
	4-inch	8-inch	10-inch
Bland			
Bolton		1,860	
Horton		7,530	
Robinwood		10,950	3,315
Rosemont	1,090	9,015	850
Willamette		650	
TOTAL	1,090	30,005	4,165



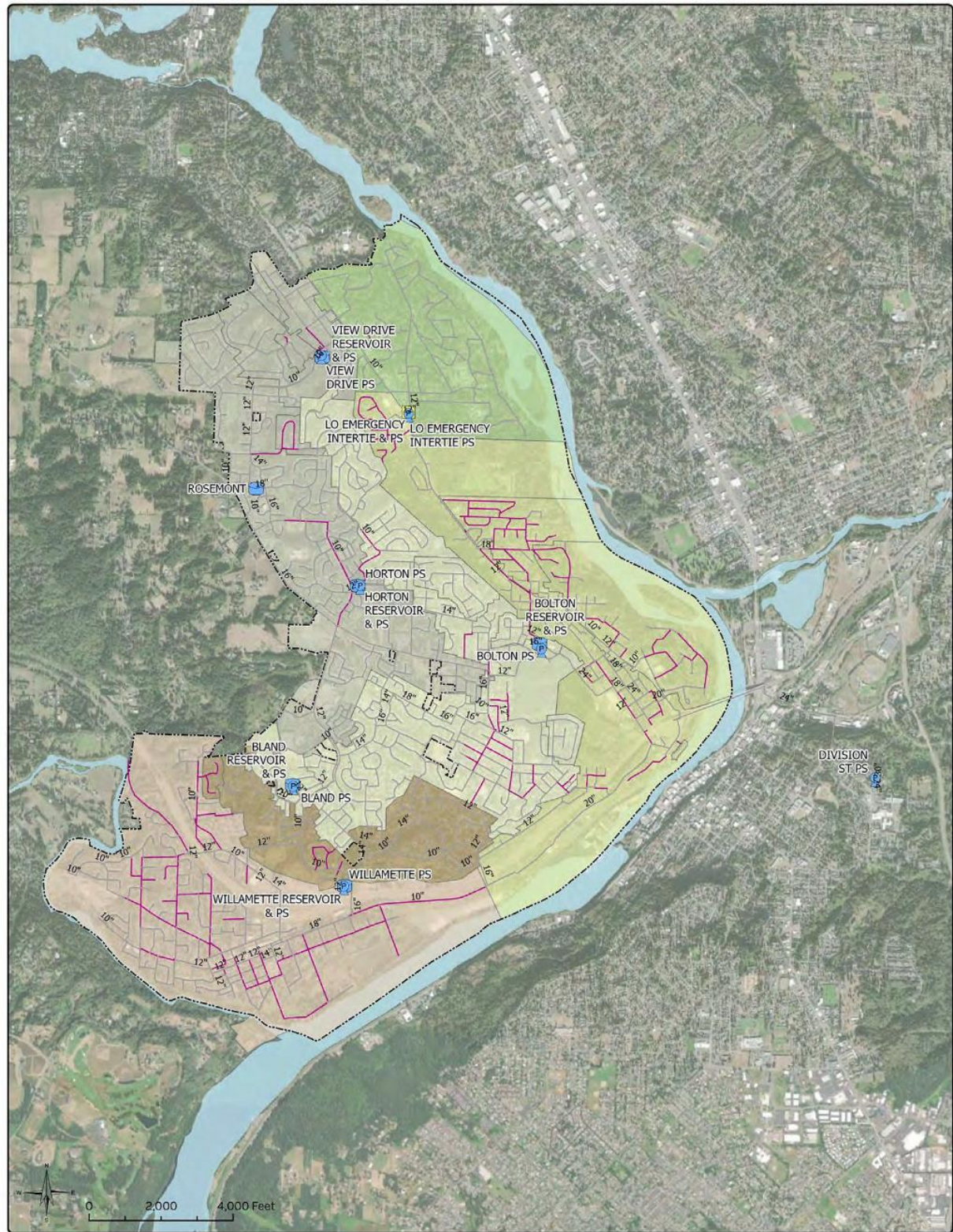


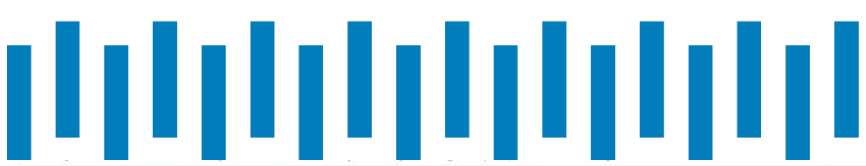
System Analysis – Renewal and Replacement

PRIORITY 3

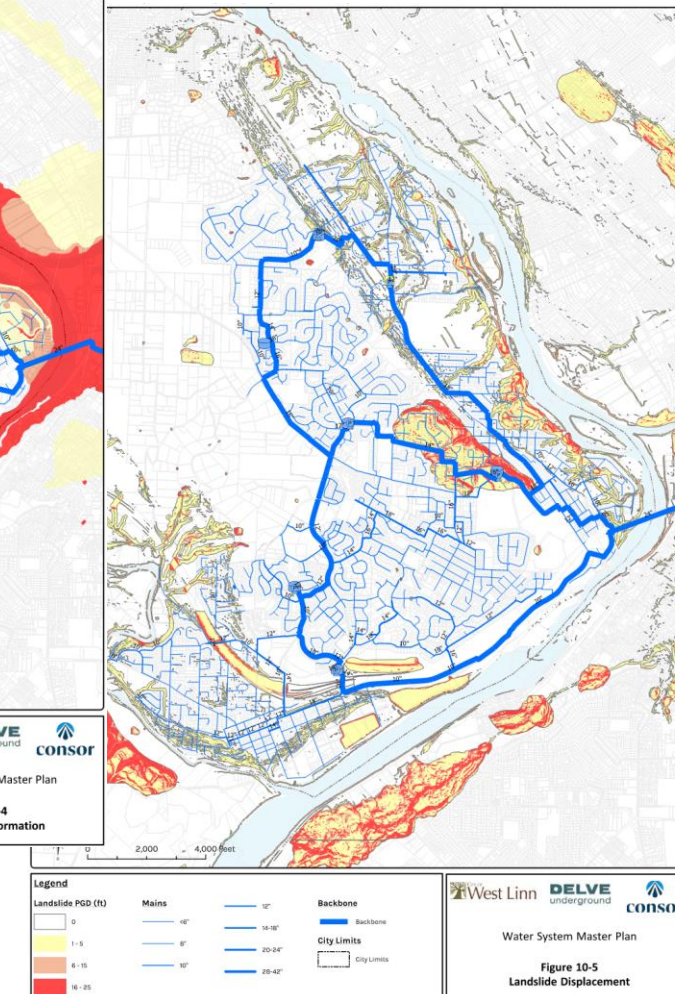
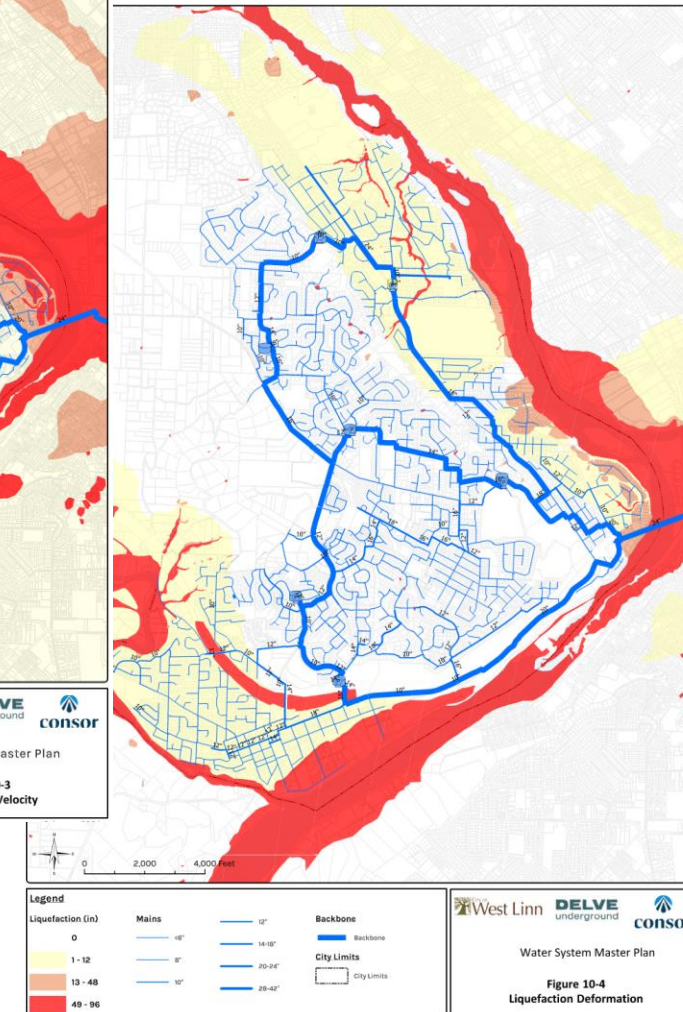
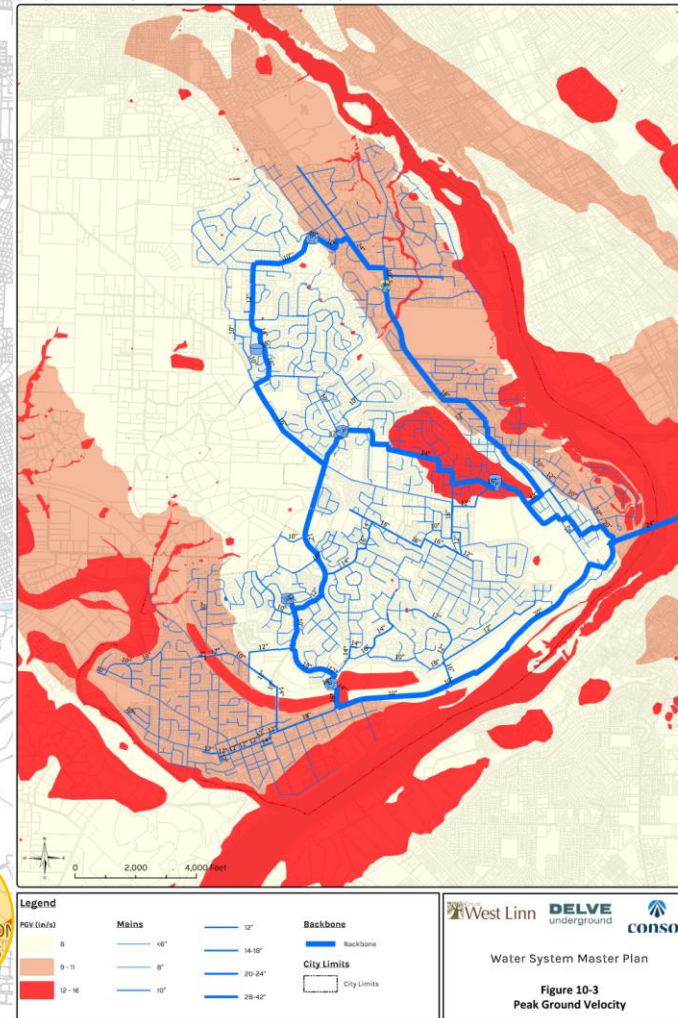
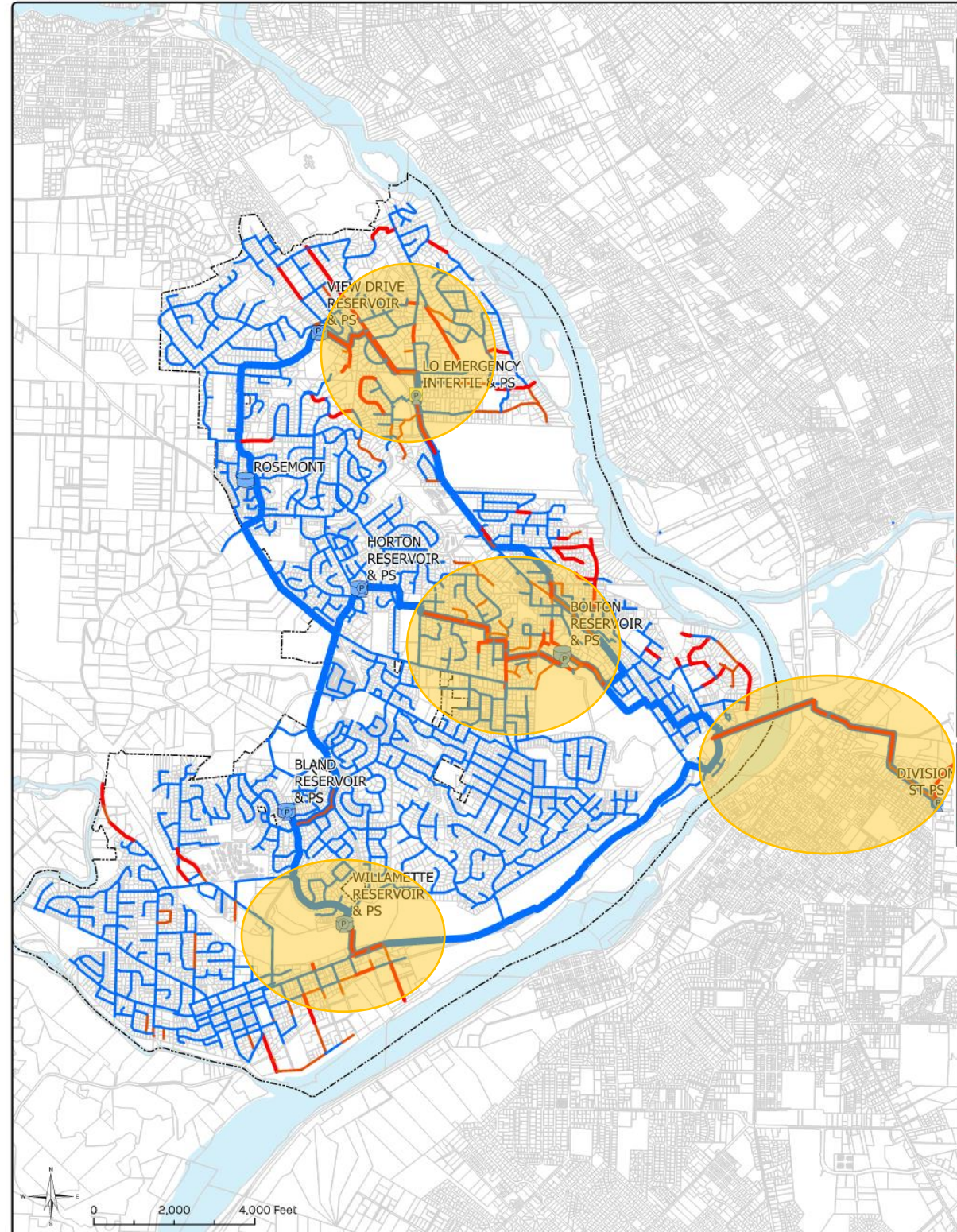
Table 7-4 | Cast Iron Piping Length and Diameter – CMP Priority 3

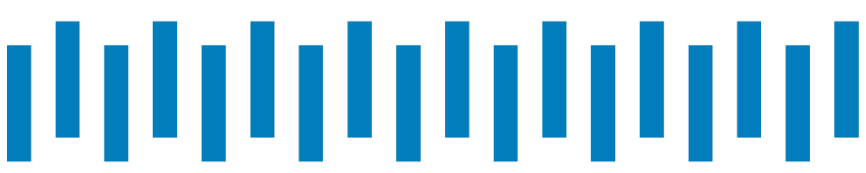
Pressure Zone	Pipe Length (feet)				
	4"	6"	8"	10"	12"
Bland	280	3,315			
Bolton	2,810	21,805	3,740		
Horton	1,180	3,750	500	2,150	1,450
Robinwood		450	530	185	
Rosemont	750	1,715	1,435	4,365	
Willamette	2,485	18,220	1,635	2,195	
TOTAL	7,505	49,255	7,840	8,895	1,450





System Analysis – Seismic Resilience





Recommended CIP

Project No.	Project Description	CIP Schedule and Project Cost Summary (2024 Dollars)				
		FY 2024-2028	FY 2029-2033	FY 2034-2044	Beyond	Total
	Source Subtotal	\$200,000				\$200,000
	Storage Subtotal	\$1,300,000	\$1,170,000	\$3,750,000		\$6,220,000
	Pump Station Subtotal	\$975,000				\$975,000
	Operations Subtotal	\$5,390,000	\$2,000,000	\$2,300,000	\$2,250,000	\$11,940,000
	CMP Subtotal	\$4,300,000	\$3,500,000	\$6,000,000	\$30,815,000	\$44,615,000
	Distribution Subtotal	\$750,000	\$6,460,000	\$13,640,000	\$11,907,000	\$32,757,000
	CIP & CMP Total	\$12,915,000	\$13,130,000	\$25,690,000	\$44,972,000	\$96,707,000
	Planning Period Estimated Annual Budget	\$2.6M	\$2.6M	\$2.6M		



Next Steps

Task	Schedule
Staff Review and Comment – WSMP DRAFT	March 2024
UAB Review and Comment – WSMP DRAFT	March – April 2024
Financial Plan – Rate Analysis and SDC Update	March – June 2024
Planning Commission and City Council Review and Approval - WSMP	May - June 2024
OHA-DWS Approval - WSMP	June 2024
Rate and SDC Financial Analysis – Staff Review	June 2024
Rate Analysis Presentations and SDC Update (if needed)	July 2024 (+90 days for SDC notice and adoption)



Q&A

THANK YOU



CITY OF

West Linn

Public Comment Form

I wish to speak during **Public Comments** (comments are limited to three minutes). Topic listed will be reflected in the meeting minutes.

Please specify topic (required): Public comment

I wish to wait and speak on the agenda item listed below (comments are limited to three minutes).

Please specify agenda item (required):

Please print:

Name: Alice Bergman

Phonetic spelling, if difficult to pronounce: _____

Address (Optional): _____

City: _____ State: _____ Zip: _____

Email (Optional): _____ Phone (Optional): _____

Please submit this form to the City Recorder along with copies of any material to be handed out to the Council.

This form is subject to public records laws. If requested, it may be disclosed to another party unless exempt from disclosure under Oregon Public Records Law.