



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

WEST LINN CITY COUNCIL MEETING NOTES January 13, 2025

[Call to Order and Pledge of Allegiance \[6:00 pm/5 min\]](#)

Council Present:

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

Staff Present:

City Manager John Williams, City Attorney Kaylie Klein, Assistant to City Manager Dylan Digby, and Administrative Assistant Teresa Howard.

[Approval of Agenda \[6:05 pm/5 min\]](#)

Council President Mary Baumgardner moved to approve the agenda for the January 13, 2025 West Linn City Council meeting, removing item 6a Owner's Representative & Construction Management Services Contract. Councilor Kevin Bonnington seconded the motion.

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

Nays: None.

The motion carried 5 - 0

Public Comment [6:10 pm/10 min]

Michelle Bombet Minch re: Fostering a Welcome and Inclusive Community Proclamation.

Michael Selvaggio re: Pedestrian Safety

Christine Lewis re: Safe Crossings at West A St. near Atlas St.

Maria Isabel Morales re: Pedestrian Safety at West A St. near Atlas St.

Mayor and Council Reports [6:20 pm/20 min]

Community Advisory Group Appointments

Mayor Bialostosky placed before the following appointments to the Community Advisory Groups:

Arts & Culture: Suzanne Wells, Shartrine Krake, Vernoica Esagui

Committee for Community Involvement: Shannen King, Vicki Olson, Jacob Hasler

Historic Review Board: Renae Wilkinson, Eliabeth Bragg

Parks & Recreation Advisory Board: Victoria Handy-Dustan, Christopher Owens

Planning Commission: Kris Kachirisky

Sustainability Advisory Board: Roberto Baturoni

Transportation Advisory Board: Clayton Filter, Logan Hardt

Council President Mary Baumgardner moved to approve the Community Advisory Group Appointments. Councilor Leo Groner seconded the motion.

Mayor Bialostosky noted there are two vacancies on the Utilities Advisory Board with no applications received. He emphasized the board will be working on rate analysis, ongoing capital projects and the future of the City's water system. He expressed gratitude for the quality of applicants.

Councilor Bryck welcomed the high number of applicants, while Council President Baumgardner recognized the challenge of choosing among many qualified candidates and supported staying within the seven-member framework.

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

Nays: None.

The motion carried 5 - 0

Council Liaison Appointments

Mayor Bialostosky opened the discussion on Council Liaison appointments, asking if any changes were needed.

Council President Baumgardner stated she is happy with her current assignments but open to discussing changes if others were interested.

The Council reviewed the assignments, with the Mayor confirming he will retain the Historic Review Board and Youth Advisory Council, with the Youth Council attending a February meeting.

Mayor Bialostosky inquired if a formal reappointment was necessary unless a rule requires it.

City Manager Williams clarified that, according to the Code, appointments can be change annually but no formal reappointment is needed if they remain the same.

Council President Baumgardner highlighted potential scheduling conflicts with overlapping meetings.

Councilor Bonnington acknowledged a conflict and stated the Economic Development Committee would adjust its meeting time.

Mayor Bialostosky asked Councilor Groner if he was satisfied with his assignments given his workload.

Councilor Groner confirmed he was, if others were satisfied.

Councilor Bryck also expressed satisfaction with her appointments.

Council President Mary Baumgardner moved to retain the same slate of liaison appointments from the year 2024 to the year 2025. Councilor Leo Groner seconded the motion.

Mayor Bialostosky thanked the Council for taking on these additional assignments.

Councilor Bonnington added that Parks & Recreation appreciates the continuity of liaisons.

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

Nays: None.

The motion carried 5 - 0

[Reports from Community Advisory Groups](#)

Councilor Groner reported that the Audit Committee had a successful meeting with a clean audit. He also noted that the Arts & Culture Committee met, and the Council's approval of their process and fund allocation was well received.

Councilor Bonnington attended the Economic Development meeting, Councilor Groner was also in attendance. The committee discussed Vision43 and made specific requests and is seeking direction from the Council. He also attended the Parks and Recreation Board meeting, where a plan for each meeting this year was discussed.

Mayor Bialostosky contacted the Oregon Department of Transportation (ODOT) four months ago to request a tour of the Abernathy Bridge to discuss the water line's removal. The tour took place on January 8th with the ODOT project team, City Manager Williams, Assistant City Engineer Clark, and Community Relations Specialist Borland in attendance. He expressed satisfaction with the collaboration.

City Manager Williams noted some friction over the project's financial aspects but emphasized the meeting helped move things forward and that the project is impressive.

Proclamations [6:40 pm/10 min]

[Martin Luther King, Jr. Day](#)

[Proclamation](#)

Mayor Bialostosky read the proclamation declaring January 20, 2025 as Martin Luther King Day.

[Community Belonging](#)

Councilor Groner prefaced the reading of the proclamation with personal remarks including mentions of recent incidents in West Linn and at University of Oregon. He read comments regarding anti-Semitism, noting that this issue is deeply personal to him, as he has family members who were victims of the Holocaust.

[Proclamation](#)

6. Consent Agenda [6:50 pm/5 min]

a. Agenda Bill 2025-01-13-01: Owner's Representative & Construction Management Services Contract

[Contract Information](#)

This item was removed from the agenda.

City Manager Report [6:55pm/5min]

City Manager Williams reminded Council that City offices will be closed on Monday, January 20th in observance of Martin Luther King Jr. Day. There are many events around the region and a great day to volunteer. He went through Council's future meeting agenda items. January 21, 2025, is the first day of the Oregon the Oregon Legislative Session. Legislative priorities from Council Retreat were passed along to Doug Riggs and he will advocate for those on Council's behalf and will involve Council. January 28th is City Day at the Capitol and he encouraged Council's attendance for networking opportunities. Targeted outreach on priority topics will take place later in the session. Staff will highlight bills of interest and encouraged Council to flag any relevant bills or ideas. Budget work is underway, with a presentation to Council planned for March. He proposed creating an "Ask the City Manager" video on attending City Council meetings and requested approval to film.

Adjourn [7:00pm]

Minutes approved 2-10-25.



22500 Salamo Road
West Linn, Oregon 97068
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CITY COUNCIL AGENDA

Monday, January 13, 2025

5:30 p.m. – Pre-Meeting – Bolton Room & Virtual*

6:00 p.m. – Business Meeting – Council Chambers & Virtual*

1. Call to Order and Pledge of Allegiance [6:00 pm/5 min]
2. Approval of Agenda [6:05 pm/5 min]
3. Public Comment [6:10 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.

4. Mayor and Council Reports [6:20 pm/20 min]
 - a. Community Advisory Group Appointments
 - b. Council Liaison Appointments
 - c. Reports from Community Advisory Groups
5. Proclamations [6:40 pm/10 min]
 - a. Martin Luther King, Jr. Day
 - b. Community Belonging
6. Consent Agenda [6:50 pm/5 min]

The Consent Agenda allows Council to consider routine items that do not require a discussion. An item may only be discussed if it is removed from the Consent Agenda. Council makes one motion covering all items included on the Consent Agenda.

- a. Agenda Bill 2025-01-13-01: Owner's Representative & Construction Management Services Contract
7. City Manager Report [6:55 pm/5 min]
8. Adjourn [7:00 pm]

PROCLAMATION

West Linn, Oregon

WHEREAS, Martin Luther King, Jr. was a visionary leader whose commitment to equality, justice, and peace left an indelible mark on the history of our nation; and

WHEREAS, Dr. King's steadfast dedication to the civil rights movement, his tireless efforts in challenging systemic racism and segregation, and his powerful speeches continue to inspire generations to carry forward his message of unity; and

WHEREAS, the City of West Linn recognizes the importance of commemorating and celebrating the life and contributions of Martin Luther King, Jr., and the significance of his legacy in promoting equality and social justice; and

WHEREAS, Martin Luther King, Jr. Day is a national observance and an opportunity for communities across our country to reflect on the ongoing work that remains in the pursuit of racial equality; and

WHEREAS, the City of West Linn is committed to fostering an inclusive community that embraces diversity, and to promoting understanding, respect, and equality among all residents.

NOW, THEREFORE, BE IT PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF WEST LINN, that January 20, 2025 is Martin Luther King Day and we encourage all community members to join together in honoring the life and accomplishments of Dr. Martin Luther King, Jr., and to participate in activities that promote unity, equality, and social justice.

DATED THIS 13TH DAY OF JANUARY, 2025

RORY BIALOSTOSKY, MAYOR

ATTEST:

KATHY MOLLUSKY, CITY RECORDER

PROCLAMATION

West Linn, Oregon

WHEREAS, the City of West Linn is committed to fostering a welcoming and inclusive community in which all people feel safe and have a sense of belonging; and

WHEREAS, the number of hate crimes across the United States has increased dramatically over the years; and

WHEREAS, events occur in our community that neither represent our values nor reflect the views of those who live here; and

WHEREAS, federal and state laws confer equality on all individuals, regardless of race, gender, orientation, religion, or political beliefs; and

WHEREAS, education, compassion and cooperation are key to unlocking understanding and embracing differences between people; and

WHEREAS, we recognize that a Proclamation or single action, in and of itself, will not change a community but rather acknowledge that we are all responsible, both individually and collectively, for creating and fostering a community of belonging; and

WHEREAS, through the lens of events occurring here and around the country, we hereby issue this proclamation to publicly condemn bias and hate in all forms and reaffirm our community values of respect, inclusivity, civility, and a sense of belonging for all, and urge every organization in our community to stand with us.

NOW, THEREFORE, BE IT PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF WEST LINN that we have a shared value that all people are intrinsically equal, and we stand with anyone who is mistreated because of race, ethnicity, sexual preference, religion, or ability. The City of West Linn strongly condemns all forms of racism, religious discrimination, antisemitism, bigotry, bias, and hate speech in our community, and stands steadfast in our commitment to foster an inclusive civil environment where everyone in our community is treated with dignity and respect and feels a sense of safety and belonging.

DATED THIS 13TH DAY OF JANUARY, 2025

RORY BIALOSTOSKY, MAYOR

ATTEST:

KATHY MOLLUSKY, CITY RECORDER

Agenda Bill 2025-01-13-01

Date Prepared: December 20, 2024

For Meeting Date: January 13, 2025

To: Rory Bialostosky, Mayor
West Linn City Council

Through: John Williams, City Manager

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

Subject: Contract Award – Owner’s Representative & Construction Management Services

Purpose:

Receive Council approval to enter a contract with Klosh Group, Inc. to provide Owner’s Representative and Construction Management Services for the City’s future operation complex.

Question(s) for Council:

Does the Council wish to approve the contract to allow for comprehensive project and construction management services to be provided?

Public Hearing Required:

None Required.

Background & Discussion:

The City has acquired 32.98 acres of sloped property from the Oregon Department of Transportation adjacent to Salamo Road and overlooking I-205 and the Willamette River with the intent of building a new operations complex, replacing the City’s existing site.

On February 13th, 2023 Council approved an award to Scott Edwards Architecture (SEA) for the preliminary design phase of the new operations facility. The new operations facility is intended to accommodate the following city functions: Public Works Administration, Streets Maintenance, Water Distribution Maintenance, Sewer and Storm Collections Maintenance, Parks Maintenance, Facilities Maintenance, and Fleet Maintenance. The new facility will completely replace the existing, undersized operations facility located at 4100 Norfolk Street in West Linn. In addition, to the above core staffing functions, the site will also accommodate all city fueling and materials storage needs as well as accommodating space for staff training and/or other large city-wide staff events. Upon completion of the preliminary design, Council awarded SEA a final design contract on July 18, 2024. The final design phase is currently underway.

Due to the highly complex nature of constructing an operations center, as well as the challenging build site in which the facility will be located, the City has pursued Owner’s Representative/Construction Management services through a formal competitive solicitation process. Such services are standard practice and have

been well utilized by surrounding jurisdictions that have also completed large-scale building projects within the last several years.

A solicitation for proposals and qualifications was released on September 20, 2024. The City received nine proposals from qualified firms. Through a committee, staff scored the proposals, interviewed the top four firms, and identified a top candidate. City staff has negotiated a fee and scope with the top firm, Kloth Group, Inc. which will represent the City's interests during final design completion, procurement of construction services, construction management during active construction up to and including final moving of staff from the existing facility to the new facility.

Details of the scope of work and proposed fees are attached to this report. Legal review of the attached contract has been completed.

Budget Impact:

\$ 596,688 – split evenly across the four utility funds (storm, sewer, streets, water) and parks. Funds are budgeted.

Sustainability Impact

Project design focuses on sustainable building practices and renewable energy resources.

Council Options:

1. Approve and award the proposed contract and allow for the planned design and construction of the new operations complex to proceed.
2. Deny the contract and instruct staff on how to proceed without professional construction management services.

Staff Recommendation:

1. Approve the proposed contract to allow for improvements to proceed as planned.

Potential Motion:

I move to approve the attached scope and fee for Professional Services related to Owner's Representative and Construction Management and authorize the City Manager to sign and executed the included contract.

Attachments:

1. West Linn Professional Services Agreement (with Scope and fee schedule)

**PROFESSIONAL SERVICES AGREEMENT
FOR OWNER’S REPRESENTATIVE AND CONSTRUCTION MANAGEMENT
WEST LINN OPERATIONS COMPLEX PROJECT**

City: City of West Linn, a municipal corporation of the State of Oregon.
Consultant: Klosh Group, Inc.
5854A SW Scholls Ferry Rd
Portland, OR 97225
Term: 18 months from execution
Compensation: Not to exceed \$596,688

RECITALS

- A. City has need for the services of a person or an entity with particular training, ability, knowledge, and experience as possessed by Consultant, and
- B. City has determined that Consultant is qualified and capable of performing the professional services the City require, under the terms and conditions in this Personal Services Agreement (“Agreement”),

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, the Parties agree as follows:

1. SERVICES TO BE PROVIDED

Consultant shall provide services as specified in the Scope of Work, a copy of which is attached and incorporated in Exhibit A. Consultant shall initiate services immediately upon receipt of City’s notice to proceed, together with an executed copy of this Agreement.

2. EFFECTIVE DATE AND DURATION

This Agreement shall become effective upon the date of execution, and shall expire, unless otherwise terminated or extended, by **July 1, 2026**. All work under this Agreement shall be completed prior to the expiration of this Agreement.

3. COMPENSATION

City agrees to pay Consultant an amount not to exceed **Five Hundred Ninety Six Thousand Six Hundred Eighty Eight Dollars (\$596,688)** for performance of those services described in the Scope of Work & Fee Schedule, Exhibit A which payment shall be based upon the following applicable terms:

- A. Payment by City to Consultant for performance of services under this Agreement includes all expenses incurred by Consultant, with the exception of expenses, if any, identified in this Agreement as separately reimbursable.

- B. Payment will be made in installments based on Consultant's invoice, subject to the approval of the City Manager, or designee, and not more frequently than monthly. Payment shall be made only for work actually completed as of the date of invoice.
- C. Payment by City shall release City from any further obligation for payment to Consultant, for services performed or expenses incurred as of the date of the invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects in the work.
- D. Where applicable, Consultant must make payment promptly as due to persons supplying Consultant labor or materials for the execution of the work provided under this Agreement. Consultant must pay any and all contributions or amounts due from Consultant to the Industrial Accident Fund incurred in the performance of this Agreement. Consultant shall not permit any lien or claim to be filed or prosecuted against City or any subdivision of City on account of any labor or material to be furnished. Consultant further agrees to pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- E. If Consultant fails, neglects or refuses to pay a person that provides labor or materials in connection with the Agreement within 30 days after receiving payment from the City, the Consultant 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.
- F. If labor is performed under this Agreement, then no person shall be employed for more than ten (10) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, or emergency or where the public policy absolutely requires it, and in such cases, except cases of contracts for personal services as defined in ORS 279A.055, the labor shall be paid at least time and a half for all overtime in excess of ten (10) hours a day and for all work performed on Saturday and on any legal holidays as specified in ORS 279B.235. In cases of contracts for personal services as defined in ORS 279A.055, any labor shall be paid at least time and a half for all hours worked in excess of forty (40) hours in any one week, except for those individuals excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
- G. Consultant shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of Consultant or all sums which Consultant agrees to pay for such services and all moneys and sums which Consultant 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. The City represents that sufficient funds are currently available and authorized for expenditure to finance the costs of this Agreement.

4. OWNERSHIP OF WORK PRODUCT

City shall be the owner of and shall be entitled to possession of any and all work products of Consultant which result from this Agreement, including any computations, plans, correspondence or pertinent data and information gathered by or computed by Consultant prior to termination of this Agreement by Consultant or upon completion of the work pursuant to this Agreement.

5. ASSIGNMENT/DELEGATION

Consultant shall not assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the City and no assignment shall be of any force or effect whatsoever unless and until the City has so consented. If City agrees to assignment of tasks to a subcontract, Consultant shall be fully responsible for the acts or omissions of any subconsultants and of all persons employed by them, and neither the approval by City of any subconsultant nor anything contained in this Agreement shall be deemed to create any contractual relation between the subconsultant and City.

6. STATUS OF CONSULTANT AS INDEPENDENT CONSULTANT

Consultant certifies that:

- A. Consultant acknowledges that for all purposes related to this Agreement, Consultant is and shall be deemed to be an independent Consultant as defined by ORS 670.600 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. City cannot and will not control the means or manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the Services. Furthermore, in the event that Consultant is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Consultant under the terms of this Agreement, to the full extent of any benefits or other remuneration Consultant 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 Consultant or to a third party) as a result of said finding.
- B. The undersigned Consultant 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 Consultant, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing and acknowledged by the City.

If any payment under this agreement is to be charged against Federal funds, Consultant certifies that they are not currently employed by the Federal government and the amount charged does not exceed their normal charge for the type of service provided.

- C. Consultant certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.
- D. Consultant is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

7. INDEMNIFICATION

City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant represents that all its work will be performed in accordance with generally accepted professional practices and standards ordinarily exercised by members of Consultant's profession under similar conditions and circumstances (the "Standard of Care") as well as the requirements of applicable federal, state and local laws, and the City's acceptance of a Consultant's work shall not operate as a waiver or release of such obligation.

Consultant agrees to indemnify, defend and hold harmless the City, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including reasonable attorney's fees and witness costs and other fees and costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity to the extent caused by the negligent acts, errors or omissions or intentional misconduct of Consultant, during or in connection with the performance of the work described in this Agreement. Such indemnification shall also cover claims brought against the City under state or federal workers' compensation laws. 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.

Nothing in this Agreement requires Consultant, its surety or insurer to indemnify the City for damage arising out of death or bodily injury to persons or damage to property caused in whole or in part by the negligence of the City, except to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Consultant, or the fault of the Consultant's agents, representatives or subcontractors. Where so required by ORS 30.140, Consultant's duty to defend the City against a claim for professional negligence and relating to the professional services provided by Consultant shall not arise until the Consultant's liability or fault is determined by adjudication or alternative dispute resolution or otherwise resolved by settlement agreement, and such obligation shall not exceed the proportionate fault of the Consultant.

8. INSURANCE

Consultant and its subconsultants shall maintain insurance acceptable to City in full force and effect throughout the term of this Agreement and throughout any warranty or extension period. Such insurance shall cover all activities of the Consultant arising directly or indirectly out of Consultant's work performed hereunder, including the operations of its subconsultants of any tier. Such insurance shall be primary and non-contributory.

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

A. Commercial General Liability Insurance

Consultant shall obtain, at Consultant'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 Agreement. 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	3,000,000
Each Occurrence	2,000,000
Fire Damage (Any one fire)	500,000
Medical Expense (Any one person)	5,000

B. Commercial Automobile Insurance

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

C. Professional Liability Insurance

Consultant shall obtain, at Consultant's expense, and keep in effect during the term of this Agreement, Professional Liability Insurance covering any damages caused by negligent acts, errors, or omissions related to the professional services and performance of duties and responsibilities under this Agreement. Combined single limit per claim shall not be less than \$2,000,000. Annual aggregate limit shall not be less than \$2,000,000 and filed on a claims-made form.

D. Workers' Compensation Insurance

The Consultant, its subconsultants, if any, and all employers providing work, labor or materials under this Agreement who are subject employers under the Oregon Workers' Compensation Law and 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 workers' compensation coverage for their workers that complies with ORS 656.126. Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident shall be included.

E. Additional Insured Provision

The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the City deems necessary shall include the City, its officers, directors, employees and volunteers as additional insureds with respect to this contract.

F. Notice of Cancellation

Consultant agrees to maintain continuous, uninterrupted coverage for the duration of the Agreement. Consultant and its insurer shall not cancel, materially change, exhaust the aggregate limits or express intent not to renew insurance coverage without 30 days prior written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The certificates of insurance provided to the City shall state that the insurer shall endeavor to provide 30 days' notice of cancellation to the City. Any failure to comply with this clause shall constitute a material breach of Agreement and shall be grounds for immediate termination of this Agreement.

G. Insurance Carrier Rating

Coverages provided by the Consultant 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.

H. Certificates of Insurance

As evidence of the insurance coverage required by the contract, the Consultant 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. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the above address 30 days prior to coverage expiration.

Certificates of Insurance should read "Insurance certificate pertaining to contract for **"West Linn Owner's Representative"** The City of West Linn, its officers, directors and employees shall be added as additional insureds with respects to this contract. A notation stating that "Insured coverage is primary" shall appear in the description portion of certificate.

The City reserves the right to require, at any time, complete and certified copies of required insurance policies, including endorsements evidencing the coverage required.

I. Independent Consultant Status

The service or services to be rendered under this contract are those of an independent Consultant. Consultant is not an officer, employee or agent of the City as those terms are used in ORS 30.265.

J. Primary Coverage Clarification

Consultant's coverage shall be primary to the extent permitted by law. 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 the general liability policy.

Consultant's insurance policy shall contain provisions that such policies shall not be canceled or their limits of liability reduced without thirty (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 Lovell, Support Services Supervisor City of West Linn 22500 Salamo Road West Linn, OR 97068	Ph: 503-722-3432 Fax: NA Email: mlovell@westlinnoregon.gov
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Such policies or certificates must be delivered prior to commencement of the work.

The procuring of such required insurance shall not be construed to limit Consultant's liability hereunder. Notwithstanding said insurance, Consultant shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

9. METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND 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	CONSULTANT
Attn: Finance Department	Attn: Kevin Sund
22500 Salamo Road	Address: 4845A SW Scholls Ferry Rd.
West Linn, OR 97068	Portland, OR 97225
Phone: 503- 657-0331	Phone: 971-373-6487
Fax: 503-650-9041	Fax: NA
Email: acctspayable@westlinnoregon.gov	Email: Kevin@kloshgroup.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 who notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

10. 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.

11. 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 Consultant. If City terminates the contract pursuant to this paragraph, it shall pay Consultant for services rendered to the date of termination.

12. TERMINATION WITH CAUSE

- A. City may terminate this Agreement effective upon delivery of written notice to Consultant, 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 Consultant, its subconsultants, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- 4) If Consultant becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Consultant, if a receiver or trustee is appointed for Consultant, or if there is an assignment for the benefit of creditors of Consultant.

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 Consultant, may terminate the whole or any part of this Agreement:

- 1) If Consultant fails to provide services called for by this Agreement within the time specified in this Agreement or any extension thereof, or
- 2) If Consultant 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 (10) 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 Consultant 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), Consultant 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 Consultant 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 Consultant. 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.

13. ACCESS TO RECORDS

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

Consultant shall maintain such records for a period of # years after the termination or expiration of this Agreement.

14. FORCE MAJEURE

Neither City nor Consultant shall be considered in default because of any delays in completion and responsibilities hereunder due to causes that were not reasonably foreseeable and were beyond the control and without fault or negligence on the part of the parties so disabled, 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 subconsultant or supplies due to such cause; provided that the parties so disenabled shall within ten (10) 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-WAIVER

The failure of City to insist upon or enforce strict performance by Consultant of any of the terms of this Agreement or to exercise any rights hereunder 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.

16. NON-DISCRIMINATION

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

17. ERRORS

Consultant 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 to the City.

18. EXTRA (CHANGES) WORK

Only **Erich Lais, PE – City Engineer/Public Works** may authorize extra (and/or change) work. Failure of Consultant 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 Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.

19. WARRANTIES

All work shall be guaranteed by Consultant for a period of one year after the date of final acceptance of the work by the owner. Consultant warrants that all practices and procedures, workmanship and materials shall be the best available unless otherwise specified in the profession. Neither acceptance of the work nor payment therefore shall relieve Consultant from liability under warranties contained in or implied by this Agreement.

20. ATTORNEY'S FEES

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall be responsible for their own attorney fees and court costs.

21. 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.

22. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES

Consultant shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subconsultants and income tax withholding contained in ORS Chapters 279A and 279B, the provisions of which are hereby made a part of this Agreement. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996, as amended by the American Recovery and Reinvestment Act of 2009 (ARRA); (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. Certain public contracting rules are attached as Exhibit B and incorporated herein by this reference.

23. 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 the Consultant's proposed contract terms, scope of work, or any other document provided by the Consultant, this Agreement shall control and nothing in this Agreement shall be considered as an acceptance of any conflicting terms in the Consultant's proposal.

24. AUDIT

Consultant shall maintain records to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate expenditures within the contract period. Consultant 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 assure the accurate expenditure of funds.

25. 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.

26. AMENDMENT AND COMPLETE AGREEMENT

This Agreement and attached exhibits constitutes 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 in this Agreement regarding this Agreement. Consultant, by the signature of its authorized representative, acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and conditions.

INTENDING TO BE BOUND, City has caused this Agreement to be executed by its duly authorized undersigned officer and Consultant has executed this Agreement on the date written below.

CONSULTANT

CITY OF WEST LINN

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

SCOPE OF WORK & FEE SCHEDULE

CORE SERVICES

The Owner's Representative will be tasked with completing the Project in accordance with the Owner's objectives for cost, time, and quality, and shall provide services including:

General Services

- a. Schedule and conduct meetings to discuss such matters as procedures, progress, issues, problems, and scheduling.
- b. Attend progress meetings to provide Project updates to Owner.
- c. Coordinate with Architect, Owner and Contractor.
- d. Enrollment of the buildings in an Energy Trust of Oregon incentive program.
- e. Evaluate aspects of the proposed buildings related to sustainability.

Project Delivery

- a. Prepare "Milestone" schedule.
- b. Recommend Project delivery system: traditional design/bid/build, modified design/bid/build with prequalified construction firms, or Construction Manager/General Contractor (CM/GC).
- c. If an alternative delivery/building process is selected, work with City procurement staff to complete the necessary documents such as "Finding of Fact."
- d. Interface with the City of West Linn's Building and Planning Departments regarding permits and attend all associated meetings.
- e. Attend community meetings with Neighborhood Associations and Homeowner's Associations as needed.
- f. Review "Constructability" and "Construction Phasing" issues.

Contract Management

- a. Review/advise on preparation of construction contract documents.
- b. Review and assist with preparation of bid packages for construction and solicitation of Commissioning Agent.
- c. Develop scheduling and contract administration clauses for inclusion into the contract documents in coordination with City's legal services.

Bidding Phase

- a. Review pre-qualification of construction contractors and commissioning agents.
- b. Compare and analyze bids and proposals.
- c. Assist in construction contractor and commissioning agent selection and award.
- d. Assist in contract negotiations with construction firm and commissioning agent.

Inspections

- a. Monitor construction progress and quality on-site through day-to-day observation/inspection of Work.
- b. Make reasonable efforts to guard against defects and deficiencies in the work of the Contractor and ensure that provisions of the contract documents are being fulfilled.
- c. Prepare inspection reports documenting observed construction activities and provide written recommendations regarding defects and deficiencies in the work.
- d. Provide digital photographs documenting construction activities.

- e. Determine, in general, that the work of each contractor is being performed in accordance with the requirements of the contract documents.
- f. Promptly inform the Architect and the Owner of Work which does not conform to the requirements of the contract documents and should be rejected by the Architect or the Owner.

General Construction Oversight & Coordination

- a. Monitor and enforce Contractor's compliance with contract and specifications.
- b. Coordinate contractor and vendor activities with the Architect, Contractor, and Commissioning Agent.
- c. Review testing and inspection reports submitted by others to substantiate contract compliance and identify non-conforming issues that require follow-up and resolution.
- d. Recommend courses of action to Owner when requirements of any contracts are not being fulfilled.
- e. Identify actual and potential problems associated with the construction Project and consult with the Architect and Owner.
- f. Maintain an awareness of safety and health requirements and notify Contractor of any apparent violations of applicable regulations and contract provisions for the protection of the public and Project personnel.
- g. Assist Contractor in coordination of special requirements and inspections for public right of way work.
- h. Assist with obtaining building permits.
- i. Review/recommend contract modifications if needed.

Requests for Information (RFIs)

- a. Assist Architect in preparation of responses to RFI-related construction issues.
- b. Coordinate with the Architect on design related RFIs.
- c. Conduct meetings with the Contractor, Commissioning Agent, and other parties as needed to discuss and resolve RFIs.

Change Orders

- a. Evaluate any Project changes as they arise and recommend necessary or desirable changes to the Architect and the Owner; and if they are accepted, collaborate with the Architect to prepare change orders for the Architect's and contractor's signatures and Owner authorization.
- b. Implement change order procedures.
- c. Review requests for changes.
- d. Assist in negotiating contractor's proposals for change orders.
- e. Facilitate change order tracking and facilitate issue resolution. Perform quantity and cost analysis as required for negotiation of change orders.
- f. Analyze additional compensation claims that are submitted during the construction period and prepare responses.
- g. Perform claims administration, including coordinating and monitoring claims responses, logging claims, and tracking claim status.

Applications for Payment

- a. Review and verify applications for payment from Contractor and Commissioning Agent for progress and final payments. Make recommendations and provide advice for certification to the Owner for payment.
- b. Review certified payroll records for compliance with State BOLI requirements.

Submittals

- a. In collaboration with the Architect, establish and implement procedures for submittals and expedite the processing and approval of shop drawings and samples.
- b. Maintain logs, files, and other necessary documentation-related submittals.
- c. Provide advice on submittals, coordinate them with information contained in related documents, and collaborate with the Architect for review.
- d. Monitor Architect's responses to submittals for timeliness and help expedite responses.

Reporting

- a. Prepare and distribute Project status reports as requested by the Owner.
- b. Prepare and distribute change order reports on a monthly basis, or as required, to provide information pertaining to proposed and executed change orders and their effect on the budget and schedule.
- c. Prepare and regularly update a comprehensive issue list identifying all unresolved issues, responsible parties, resolution steps, and dates.
- d. Assist Owner in preparing documentation and reports for City Council at key milestones throughout the Project.

Schedule

- a. Ensure the Contractor procures long lead-time equipment at the proper time to avoid delays.
- b. Review updated construction schedules and maintain records.
- c. Compare Work progress with planned schedule, identify potential variances between scheduled and probable completion dates, and notify the Architect, Owner, and Contractor of any anticipated project delays.
- d. Review schedule for Work not started or incomplete and recommend to Owner and Contractor adjustments in the schedule to meet their required completion date.
- e. Obtain monthly updates from the Contractor of construction schedule, incorporating actual progress, weather delays, and change order impacts.
- f. Negotiate time extensions due to change orders or other delays.

Budget

- a. Assist in monthly progress payment recommendations.
- b. Monitor Project budget, including costs outside of the Contractor contract, including security and access contract, low voltage contract, permits, testing, furniture, fixtures and equipment (FF&E), and other incidentals, and provide anticipated final cost report to Owner on monthly basis showing actual costs for activities in progress and estimates for uncompleted tasks. Identify variances between actual and budgeted or estimated costs and advise Owner whenever projected costs are anticipated to exceed budgets or estimates.

Project Closeout

- a. Develop an occupancy checklist (punch list) and schedule.
- b. Assist the Architect in conducting close-out inspections. Participate in Project inspection(s) for Substantial Completion(s) and warranty inspections.
- c. Make written recommendations to the Owner as to the status of punch list items and when Work is ready for final inspection. Assist the Architect in conducting final inspections.
- d. Coordinate building systems functional testing and performance verification with the Contractor, Commissioning Agent, the Owner's maintenance personnel, and the Architect. Observe each contractor's check-out of utilities, operational systems, and equipment for readiness and assist in equipment initial start-up and testing.
- e. Participate in any building commissioning and provide documented confirmation that building systems function according to criteria set forth in the Project Documents.

- f. Assist the Owner in obtaining a Certificate of Occupancy, which may encompass accompanying government officials during inspections of the Project, assisting in preparing and submitting proper documentation to the appropriate agencies, and assisting in final testing and other such activities.
- g. Coordinate staff training on building systems.
- h. Assist the Owner with warranty problem resolution and other claims against any contractor(s) for defective work or performance after completion of the construction.
- i. Collaborate with the Architect to collect and submit the following close-out documentation to the Owner:
 - a. Operations and Maintenance data for equipment as required by the Contract Documents for the Project.
 - b. Record drawings for the Project showing, among other things, deviations from the original plans and drawings for the Project made during construction, details in the construction not previously shown on such plans or drawings, changes to existing conditions or existing conditions found to differ from those shown on the original plans and drawings; the actual installed position of equipment, piping, conduits, light switches, electric fixtures, circuiting, ducts, dampers, access panels, control valves, drains, openings and stub outs; and such other information as the Owner, Architect, or Inspector may reasonably request from time to time.
 - c. Warranties and bond for equipment put into service.
 - d. Keys, tools, spare parts, and maintenance materials.
 - e. A list of all construction contractors, vendors, and material persons of every tier providing services, equipment, and/or materials in connection with the Project, in formal adequately bound, catalogued form, which shall include the names, addresses, telephone numbers, and fax numbers of such persons, and shall further include notices as to where pertinent persons can and may be reached for emergency service, inclusive and nights, weekends, and holidays.
 - f. All guaranties and warranties from all construction contractors as required by the Contract Documents for the Project.

WEST LINN OPERATIONS COMPLEX CONSTRUCTION

Klosh Group Inc/ Proposed Staffing Plan



December 9, 2024

General Adminstration & Closeout Adminstration	2024	2025	2026	2027	Staffing Totals
Project Executive	\$4,900	\$0	\$1,350	\$0	\$6,250
Senior Project Manager	\$8,280	\$0	\$50,160	\$0	\$58,440
Project Manager	\$0	\$0	\$0	\$0	\$0
Associate Project Manager	\$4,950	\$20,760	\$54,600	\$0	\$80,310
Project Coordinator	\$1,430	\$29,250	\$18,960	\$0	\$49,640
Total by Years	\$19,560	\$50,010	\$125,070	\$0	\$194,640
					FEE PROPOSAL

Project Delivery, Contract Management & Bidding	2024	2025	2026	2027	Staffing Totals
Project Executive	\$0	\$6,425	\$0	\$0	\$6,425
Senior Project Manager	\$14,490	\$97,650	\$0	\$0	\$112,140
Project Manager	\$0	\$0	\$0	\$0	\$0
Associate Project Manager	\$8,250	\$25,950	\$0	\$0	\$34,200
Project Coordinator	\$0	\$0	\$0	\$0	\$0
Total by Years	\$22,740	\$130,025	\$0	\$0	\$152,765
					FEE PROPOSAL

Inspections, General Construction Oversight & Coordination, Construction Administration	2024	2025	2026	2027	Staffing Totals
Project Executive	\$0	\$8,995	\$5,400	\$0	\$14,395
Senior Project Manager	\$0	\$78,120	\$47,880	\$0	\$126,000
Project Manager	\$0	\$0	\$0	\$0	\$0
Associate Project Manager	\$0	\$62,280	\$40,040	\$0	\$102,320
Project Coordinator	\$0	\$0	\$0	\$0	\$0
Total by Years	\$0	\$149,395	\$93,320	\$0	\$242,715
					FEE PROPOSAL

Combined Staffing	2024	2025	2026	2027	Staffing Totals
Project Executive	\$4,900	\$15,420	\$6,750	\$0	\$27,070
Senior Project Manager	\$22,770	\$175,770	\$98,040	\$0	\$296,580
Project Manager	\$0	\$0	\$0	\$0	\$0
Associate Project Manager	\$13,200	\$108,990	\$94,640	\$0	\$216,830
Project Coordinator	\$1,430	\$29,250	\$18,960	\$0	\$49,640
Total by Years	\$42,300	\$329,430	\$218,390	\$0	\$590,120
					FEE PROPOSAL

Per Diem Expenses	2024	2025	2026	2027	Staffing Totals
Klosh Group Per Diem Expenses	\$600	\$3,709	\$2,258	\$0	\$6,568
					FEE PROPOSAL

Staffing & Per Diem Expenses	2024	2025	2026	2027	Staffing Totals
Klosh Group Staffing & Per Diem Expenses	\$42,900	\$333,139	\$220,648	\$0	\$596,688
					FEE PROPOSAL

Notes

1. Reimbursable Expenses will be billed at actual cost on a monthly basis.
2. Reimbursable Expenses may include, but are not limited to the following expenses: delivery (overnight, messenger, US postal) of project related documents, reproduction (printing, copying), and per diem (travel, overnight stay, transportation, mileage)
3. Project fee to be billed on a time and material basis, with fee saving returned to Owner.
4. Fee Proposal based on suggested estimated level of effort based on construction beginning December 2024 and completing July 2026 .

Klosh Group Inc/ Proposed Staffing Plan

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Klosh Group Inc/ Proposed Staffing Plan

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Klosh Group Inc/ Proposed Staffing Plan



		Project Delivery/Contract Management/Public Notices	Public Procurement/Bidding	NTP	Construction									
Staffing	Hourly Rate 2025	2025												Staffing Fees Subtotal 2025
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
		176	160	168	176	168	168	176	168	168	184	144	176	
		0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL HOURS PER MONTH		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
Estimated hours per month														
Percentage hours per month														
General Admin/Closeout Admin: Project Executive NAME	\$257	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Estimated hours per month		0	0	0	0	0	0	0	0	0	0	0	0	
Percentage hours per month		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
General Admin/Closeout Admin: Senior Project Manager NAME	\$217	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Estimated hours per month		0	0	0	0	0	0	0	0	0	0	0	0	
Percentage hours per month		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
General Admin/Closeout Admin: Project Manager NAME	\$203	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Estimated hours per month		10	10	10	10	10	10	10	10	10	10	10	10	
Percentage hours per month		6%	6%	6%	6%	6%	6%	6%	6%	6%	5%	7%	6%	
General Admin/Closeout Admin: Associate Project Manager NAME	\$173	\$1,730	\$1,730	\$1,730	\$1,730	\$1,730	\$1,730	\$1,730	\$1,730	\$1,730	\$1,730	\$1,730	\$1,730	\$20,760
Estimated hours per month		10	10	10	20	20	20	15	20	15	20	15	20	
Percentage hours per month		6%	6%	6%	11%	12%	12%	9%	12%	9%	11%	10%	11%	
General Admin/Closeout Admin: Project Coordinator NAME	\$150	\$1,500	\$1,500	\$1,500	\$3,000	\$3,000	\$3,000	\$2,250	\$3,000	\$2,250	\$3,000	\$2,250	\$3,000	\$29,250
Estimated hours per month		5	5	5	5	5	0	0	0	0	0	0	0	
Percentage hours per month		3%	3%	3%	3%	3%	0%	0%	0%	0%	0%	0%	0%	
Project Delivery, Contract Management & Bidding: Project Executive NAME	\$257	\$1,285	\$1,285	\$1,285	\$1,285	\$1,285	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,425
Estimated hours per month		80	80	80	80	80	20	10	10	10	0	0	0	
Percentage hours per month		45%	50%	48%	45%	48%	12%	6%	6%	6%	0%	0%	0%	
Project Delivery, Contract Management & Bidding: Senior Project Manager NAME	\$217	\$17,360	\$17,360	\$17,360	\$17,360	\$17,360	\$4,340	\$2,170	\$2,170	\$2,170	\$0	\$0	\$0	\$97,650
Estimated hours per month		0	0	0	0	0	0	0	0	0	0	0	0	
Percentage hours per month		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
Project Delivery, Contract Management & Bidding: Project Manager NAME	\$203	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Estimated hours per month		30	30	30	30	30	0	0	0	0	0	0	0	
Percentage hours per month		17%	19%	18%	17%	18%	0%	0%	0%	0%	0%	0%	0%	
Project Delivery, Contract Management & Bidding: Associate Project Manager NAME	\$173	\$5,190	\$5,190	\$5,190	\$5,190	\$5,190	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,950
Estimated hours per month		0	0	0	0	0	0	0	0	0	0	0	0	
Percentage hours per month		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
Project Delivery, Contract Management & Bidding: Project Coordinator NAME	\$150	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Estimated hours per month		0	0	0	0	0	5	5	5	5	5	5	5	
Percentage hours per month		0%	0%	0%	0%	0%	3%	3%	3%	3%	3%	3%	3%	

WEST LINN OPERATIONS COMPLEX CONSTRUCTION

Klosh Group Inc| Proposed Staffing Plan



Date: 12/9/2024

Inspections, General Construction Oversight & Coordination, Construction Administration: Project Executive NAME	\$257	\$0	\$0	\$0	\$0	\$0	\$1,285	\$1,285	\$1,285	\$1,285	\$1,285	\$1,285	\$1,285	\$8,995
Estimated hours per month		0	0	0	0	0	60	50	50	50	50	50	50	
Percentage hours per month		0%	0%	0%	0%	0%	36%	28%	30%	30%	27%	35%	28%	
Inspections, General Construction Oversight & Coordination, Construction Administration: Senior Project Manager NAME	\$217	\$0	\$0	\$0	\$0	\$0	\$13,020	\$10,850	\$10,850	\$10,850	\$10,850	\$10,850	\$10,850	\$78,120
Estimated hours per month		0	0	0	0	0	0	0	0	0	0	0	0	
Percentage hours per month		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
Inspections, General Construction Oversight & Coordination, Construction Administration: Project Manager NAME	\$203	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Estimated hours per month		0	0	0	0	0	30	50	50	50	60	60	60	
Percentage hours per month		0%	0%	0%	0%	0%	18%	28%	30%	30%	33%	42%	34%	
Inspections, General Construction Oversight & Coordination, Construction Administration: Associate Project Manager NAME	\$173	\$0	\$0	\$0	\$0	\$0	\$5,190	\$8,650	\$8,650	\$8,650	\$10,380	\$10,380	\$10,380	\$62,280
Estimated hours per month		0	0	0	0	0	0	0	0	0	0	0	0	
Percentage hours per month		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
Inspections, General Construction Oversight & Coordination, Construction Administration: Project Coordinator NAME	\$150	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Klosh Group estimated trips per month		14	14	14	14	14	14	14	14	14	14	14	14	
Per Diem Expenses (Travel)	Varies	\$309	\$309	\$309	\$309	\$309	\$309	\$309	\$309	\$309	\$309	\$309	\$309	\$3,709
Estimated Cost Per Month		\$27,374	\$27,374	\$27,374	\$28,874	\$28,874	\$28,874	\$27,244	\$27,994	\$27,244	\$27,554	\$26,804	\$27,554	\$333,139

	2025 Yearly Totals													
Project Executive	5	5	5	5	5	5	5	5	5	5	5	5	5	60
Senior Project Manager	80	80	80	80	80	80	80	60	60	60	50	50	50	810
Project Manager	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Associate Project Manager	40	40	40	40	40	40	40	60	60	60	70	70	70	630
Project Coordinator	10	10	10	20	20	20	20	15	20	15	20	15	20	195
Total Monthly Hours	135	135	135	145	145	145	145	140	145	140	145	140	145	1695

Klosh Group Inc/ Proposed Staffing Plan

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WEST LINN OPERATIONS COMPLEX CONSTRUCTION

Klosh Group Inc/ Proposed Staffing Plan



Date: 12/9/2024

Inspections, General Construction Oversight & Coordination, Construction Administration: Project Coordinator NAME	\$158	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Klosh Group estimated trips per month		14	14	14	14	14	14	14	0	0	0	0	0	
Per Diem Expenses (Travel)	Varies	\$323	\$323	\$323	\$323	\$323	\$323	\$323	\$0	\$0	\$0	\$0	\$0	\$2,258
Estimated Cost Per Month		\$28,183	\$28,973	\$28,183	\$33,073	\$36,843	\$36,283	\$29,113	\$0	\$0	\$0	\$0	\$0	\$220,648

															2026 Yearly Totals
Project Executive	5	5	5	5	5	0	0	0	0	0	0	0	0	0	25
Senior Project Manager	50	50	50	60	80	80	60	0	0	0	0	0	0	0	430
Project Manager	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Associate Project Manager	70	70	70	80	80	80	70	0	0	0	0	0	0	0	520
Project Coordinator	15	20	15	20	15	20	15	0	0	0	0	0	0	0	120
Total Monthly Hours	140	145	140	165	180	180	145	0	0	0	0	0	0	0	1095

Statutorily Required Public Contracting Provisions - Exhibit B

Contractor shall observe all applicable state and local laws pertaining to public contracts. Pursuant to ORS Chapters 279A, 279B and 279C, which require every public contract to contain certain provisions, and other state law, the following provisions shall be a part of this contract, as applicable. All defined terms in this Attachment shall be interpreted in accordance with Solicitation or Contract Document and the relevant statutory provision.

1. ORS 279A.110 (Non-discrimination Certification): Contractor shall certify that Contractor has not discriminated and will not discriminate against a Subcontractor in the awarding of a subcontract because the Subcontractor is a minority, women, or emerging small business enterprise (certified under ORS 200.055.), or a business that is owned or controlled by, or employs a disabled veteran (as defined in ORS 408.225).
2. Pursuant to ORS 279B.220 or 279C.505, as applicable, Contractor shall make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract; shall pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished, and; pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
3. Pursuant to ORS 279B.225, every public contract for 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.
4. Pursuant to ORS 279B.230(1) or 279C.530(1), as applicable, Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor 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.
5. Pursuant to ORS 279B.230(2) or 279C.530.(2), as applicable, in every public contract, all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
6. Pursuant to ORS 279B.235(1) and 279B.020 and ORS 279C.520 and 279C.540 (Hours of Labor, Holidays, and Overtime): Except as otherwise provided in an applicable collective bargaining agreement with a labor organization, Contractor shall not employ

and shall require that its Subcontractors not employ any person to perform construction work for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of Contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay:

- i. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
 - ii. For all overtime in excess of ten hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - iii. For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279C.540(1)(b).
 - iv. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime.
 - v. Contractor shall and shall require its Subcontractors to give notice in writing to their employees who work under this Contract, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
7. Environmental Laws. Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
 8. Oregon Tax Law Compliance: Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the date of this Contract, represents and warrants that it has faithfully has complied with, and will continue to comply with during the term of this Contract: (A) all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions. Failure to comply with this section is a default for which the City may terminate the Contract and seek damages and other relief available under the terms of the Contract or under applicable

law.

9. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the state of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. Contractor shall demonstrate its legal capacity to perform these services in the state of Oregon prior to entering into this Contract.
10. Assignment or Transfer Restricted. Unless otherwise provided in the Contract, the Contractor shall not assign, sell, dispose of, or transfer rights, or delegate duties under the Contract, either in whole or in part, without the Contracting Agency's prior Written consent. Unless otherwise agreed by the Contracting Agency in Writing, such consent shall not relieve the Contractor of any obligations under the Contract. Any assignee or transferee shall be considered the agent of the Contractor and be bound to abide by all provisions of the Contract. If the Contracting Agency consents in Writing to an assignment, sale, disposal or transfer of the Contractor's rights or delegation of Contractor's duties, the Contractor and its surety, if any, shall remain liable to the Contracting Agency for complete performance of the Contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the Contracting Agency otherwise agrees in Writing.

For all public improvement contracts:

1. Pursuant to ORS 279C.505(2), Contractor shall demonstrate that an employee drug-testing program is in place.
2. Pursuant to ORS 279C.510, if this Contract includes demolition work, Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. All excavated PCC and AC debris from this Project shall be sorted, separated, and taken to a facility or site so that the material may be recycled or re-used in the future as appropriate. All costs associated with Project material recycling shall be incidental to the Project, and no additional payment will be made. If this Contract includes lawn or landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective
3. Pursuant to ORS 279C.515(1), if Contractor fails, neglects, or refuses to make prompt payment of any Claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with this Contract as such Claim becomes due, the City may pay such Claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. The payment of a Claim in the manner authorized in this Section shall not relieve the Contractor or the Contractor's surety from any obligation with respect to any unpaid Claims.
4. Pursuant to ORS 279C.515(2), if Contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with

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

5. Pursuant to ORS 279C.515(3), in every public improvement contract and every contract related to the public improvement contract, if Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
6. Pursuant to ORS 279C.525 (Notice of Environmental Regulations): State law requires that solicitation documents for a public improvement contract make specific reference to federal, state, and local agencies that have enacted ordinances, rules, or regulations dealing with the prevention of environmental pollution or the preservation of natural resources that may affect the performance of this Contract. These agencies include, but are not limited to:
 - i. Federal Agencies: Department of Agriculture, Forest Service, Soil and Water Conservation Service, Coast Guard, Department of Defense, Army Corps of Engineers, Department of Emergency, Federal Energy Regulatory Commission, Environmental Protection Agency, Department of Health and Human Services, Department of Housing and Urban Development, Solar Energy and Energy Conservation Bank, Department of Interior, Bureau of Land Management, Bureau of Indian Affairs, Bureau of Mines, Bureau of Reclamation, Geological Survey, Minerals Management Service, U.S. Fish and Wildlife Service, Department of Labor, Mine Safety and Health Administration, Occupational Safety and Health Administration, Department of Transportation, Federal Highway Administration, and Water Resources Council.

- ii. State Agencies: Department of Administrative Services, Department of Agriculture, Soil and Water Conservation Commission, Columbia River Gorge Commission, Department of Energy, Department of Environmental Quality, Department of Fish and Wildlife, Department of Forestry, Department of Geology and Mineral Industries, Department of Human Resources, Department of Consumer and Business Services, Land Conservation and Development Commission, Department of Parks and Recreation, Division of State Lands, and Department of Water Resources.
 - iii. Local Agencies: City councils, county courts, county boards of commissioners, metropolitan service district councils, design commissions, historic preservation commissions, planning commissions, development review commissions, special district boards of directors, and other and special governmental agencies such as Tri-Met, urban renewal agencies, and Port districts.
 - iv. Tribal Governments.
- 7. Pursuant to ORS 279C.545 (Time Limitations on Claims for Overtime): Construction workers employed by the Contractor or its Subcontractor shall be foreclosed from the right to collect for any overtime under this Contract unless a claim for payment is filed with the Contractor or Subcontractor within 90 days from the completion of the Contract, providing the Contractor or Subcontractor has:
 - i. Caused a circular clearly printed in blackface pica type and containing a copy of this Section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed on the Work; and
 - ii. Maintained such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.
- 8. Contractor is advised of the statutory Retainage requirements in ORS 279C.550 to 570.
- 9. Contractor is advised of the prompt-payment requirements in ORS 279C. 570.
- 10. Pursuant to ORS 279C.580(3) (Prompt Payment of First-Tier Subcontractors): Contractor shall include in each subcontract for property or services with a first-tier Subcontractor a clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten days out of such amounts as are paid to the Contractor by the City. Contractor shall also include in each subcontract a clause that states that if the Contractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by City, interest shall be due on such claim as specified in ORS 279C.515(2) at the end of the ten-day period that payment is due under ORS 279C.580(3). Contractor shall require each first-tier Subcontractor to include a payment clause and interest clause conforming to the requirements of ORS 279C.580 in each of its subcontracts, and to require each of its

Subcontractors to include a similar clause in each contract with a lower-tiered subcontractor or supplier.

11. Pursuant to ORS 279C.580(4), Contractor shall include in each of its subcontracts for a public improvement, for the purpose of performance of such contract condition, a provision requiring the subcontractor to include a payment clause and an interest penalty clause conforming to the standards of ORS 279C.580 (B) (4) in each of its subcontracts and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.
12. Contractor is advised of the rights of action and procedures on payment bonds and public works bonds under ORS 279C.600-.625.
13. Pursuant to ORS 279C.800 to 279C.870 (Payment of Prevailing Wage Required):
 - i. The hourly rate of wage to be paid by Contractor or any Subcontractor to workers in each trade or occupation required for the public works employed in the performance of this Contract shall not be less than the specified minimum rate of wage in accordance with ORS 279C.838 and ORS 279C.840 for each trade or occupation as defined by the Commissioner of the Oregon Bureau of Labor and Industries in the applicable publication entitled Definitions of Covered Occupations for Public Works Contracts in Oregon available at <https://www.oregon.gov/boli/employers/pages/prevailing-wage-rates.aspx>.
 - ii. This Contract is subject to the prevailing wage rates published as specified in [Exhibit X // an exhibit to be added at the time of Early Work or the GMP Amendment].
 - iii. Contractor and all Subcontractors shall keep the prevailing wage rates for this Project posted in a conspicuous and accessible place in or about the Project.
 - iv. The City shall pay a fee to the Commissioner of the Oregon Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner under the administrative rule of the Commissioner.
 - v. If Contractor or any Subcontractor also provides for or contributes to a health and welfare plan or a pension plan, or both, for its employees on the Project, it shall post notice describing such plans in a conspicuous and accessible place in or about the Project. The notice shall contain information on how and where to make claims and where to obtain future information.
14. Pursuant to ORS 279C.830(2), on public works contracts, Contractor shall have, and ensure that its subcontractors have, a public works bond filed with the Construction Contractors Board before starting work on the project, unless the contractors or subcontractor is exempt under ORS 279C.836.
15. ORS 279C.845 (Prevailing Wage Certification; Additional Retainage):

- i. Contractor and every Subcontractor shall file certified statements with City in writing in the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker whom Contractor or Subcontractor has employed upon such public work, and further certifying that no worker employed upon such public work has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of Contractor or Contractor's surety or Subcontractor or Subcontractor's surety that Contractor and any Subcontractor has read such statement and certificate and knows the contents thereof, and that the same is true to Contractor or Subcontractor's knowledge. The certified statements shall set out accurately and completely the payroll records for the prior week including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid.
 - ii. The certified statement shall be delivered or mailed by Contractor or Subcontractor to City. Certified statements for each week during which the Contractor or Subcontractor employs a worker upon the public work shall be submitted once a month, by the fifth business day of the following month. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.800 to 279C.870. Notwithstanding any other provision of this Contract and in addition to any other retainage required under this Contract, the City shall retain 25% of any amount earned by the Contractor until the Contractor has filed the certified statements with the City as required by this Section. The City will pay the retainage required under this Section within 14 days after Contractor files the certified statements required by this Section.
 - iii. Contractor and each Subcontractor shall preserve the certified statements for a period of three years from the date of completion of the Contract.
16. ORS 671.560, 701.026 (Landscape/Construction Contractors License Required): If Contractor is performing work as a landscape contractor as defined in ORS 671.520(2), Contractor must have a current, valid landscape contractor's license issued under ORS 671.560. If Contractor is performing work as a Contractor as defined in ORS 701.005(2), Contractor must have a current, valid construction contractor's license issued under ORS 701.026. Contractor shall further certify that all Subcontractors performing Work described in ORS 701.005(2) are registered with the Construction Contractors Board or licensed by the State Landscaping Contractor's Board as required by the above-noted statutes before they commence Work under this Contract. Contractor shall maintain in effect all licenses, permits, and certifications required for the performance of the Work. Contractor shall notify City immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.

If this Contract is with a State Contracting Agency, the following provisions may apply.

1. If the Contract resulting from a solicitation will be a Public Improvement Contract, and if the Public Improvement that is the subject of the solicitation will have a value of \$20,000,000 or more and will be located within Multnomah County, Clackamas County or Washington County, the requirements of ORS 279C.537 for diesel engines and non-road diesel engines apply. In particular:
 - i. Except as otherwise specified in standards or rules adopted pursuant to ORS 279C.537(4), at least 80 percent of the total fleet of motor vehicles that are motor vehicles powered by diesel engines and equipment powered by nonroad diesel engines used on site and in the course of performing the contract must be:
 - i. Motor vehicles powered by model year 2010 or newer diesel engines; and
 - ii. Equipment powered by nonroad diesel engines, whether or not capable of being powered by alternative fuel, that meet or exceed United States Environmental Protection Agency Tier 4 exhaust emission standards for nonroad compression ignition engines.
 - ii. The Department of Environmental Quality may by order establish minimum standards for contract specifications relating to the use of diesel engines in the course of performing a public improvement contract by a state contracting agency. In establishing standards under this subsection, the department shall take into consideration methods for assisting contractors certified, under ORS 200.055, as disadvantaged business enterprises, minority-owned businesses, women-owned businesses, veteran-owned businesses or emerging small businesses in complying with the minimum standards for contract specifications.
2. The licensure and certification related to the installation of electric vehicle charging systems under SB 582 (2023 Oregon Laws, Chapter 577) apply to Contractor and its subcontractors, when the Contracting Agency is a State Contracting Agency.

If this Contract is with (1) a State Contracting Agency or (2) a Higher Education Coordinating Commission, a public university listed in ORS 352.003 or a community college district, as defined in ORS 341.005, to the extent the commission, the university or the district uses funds paid directly or indirectly from the State Treasury for all or a portion of the construction costs of a public improvement, the following provisions may apply; and, for the apprenticeship requirements only, if the subject of the solicitation will have a value that exceed \$3,000,000; then the following requirements in ORS 279C.533 apply to this Contract.

1. Contractor shall employ apprentices to perform 12 percent or more of the work hours that workers in the apprenticeable occupations perform for each contract on the public improvement; and

2. Contractor shall require each subcontractor where the subcontract price is \$750,000 or more to employ apprentices to perform 12 percent or more of the work hours that workers in the apprenticeable occupations perform for each subcontract.
 3. Contractor and subcontractors to whom the requirement applied in (b) shall pay an apprentice for work on the public improvement at the hourly rate to which the apprentice is entitled under an apprenticeship agreement or that the apprenticeship training program specifies.
 4. Contractor shall establish and implement a plan for outreach to and recruitment and retention of women, minority individuals and veterans to perform work under the public improvement contract, with an aspirational target of having individuals in one or more of these groups to compose at least 15 percent of the total number of workers who perform work under the public improvement contract. A contractor's plan for outreach, recruitment and retention must require the contractor to, at a minimum:
 - ii. Advertise employment opportunities available under the public improvement contract in general circulation publications, trade association publications and publications that serve an audience or readership that consists primarily of minority individuals, women or veterans;
 - iii. Follow up on the contractor's initial solicitations of interest by contacting minority individuals, women or veterans who expressed interest in or responded to the initial solicitation to determine with certainty whether the minority individual, woman or veteran is interested in the opportunities described in subparagraph (i) of this paragraph;
 - iv. Provide all persons who express continued interest with adequate information about hiring qualifications, pay rates, benefits, the expected duration of employment, work hours and other conditions of employment under the public improvement contract;
 - v. Make efforts to encourage minority individuals, women and veterans to seek employment under the public improvement contract that the contractor may reasonably expect will produce a level of participation that meets the aspirational target described in this paragraph; and
 - vi. Use the services of minority community organizations, local, state, federal and tribal governments or other organizations that have recruiting, training and otherwise assisting minority individuals, women and veterans as the organization's primary purpose or mission to assist the contractor with outreach, recruitment and retention.
- A contractor shall demonstrate adequate good faith efforts to comply with the requirements of paragraph of this subsection.

A contractor shall require any subcontractor with which the contractor has a subcontract with a contract price of \$750,000 or more to comply with the requirements set forth for the contractor in this subsection.

5. Contractor shall report the extent of the Contractor's compliance with this section and the compliance of a subcontractor described in subsection (d) of this section to the Owner on forms, in a format and with contents the Commissioner of the Bureau of Labor and Industries specifies by rule, and at regular intervals that the Owner specifies.
6. Contractor shall submit for each contract and subcontract the report described in paragraph (a) of this subsection as part of, or as a supplement to, certified statements required under ORS 279C.845 and shall preserve the reports as provided for certified statements in ORS 279C.845 (5). Owner may disclose the reports as provided in ORS 279C.845 (6) and may enforce a failure to submit a report as provided in ORS 279C.845 (7). The reports described in this subsection must include, at a minimum, for each contract or subcontract related to the public improvement contract:
 - i. The name of or other identification for the public improvement project;
 - ii. The city or county in which the public improvement project is located;
 - iii. A detailed accounting of:
 1. The total number of hours of work that workers performed under the contract and each subcontract;
 2. The total number of hours of work that workers performed in each apprenticeable trade or craft for the contract and each subcontract;
 3. The total number of hours of work that apprentices performed for the contract and each subcontract; and
 4. The total number of hours of work that apprentices in each trade or craft performed for the contract and each subcontract; and
 - iv. The total number of workers who performed construction work and the total numbers of minority individuals, women and veterans who performed construction work under the contract. A report under this subparagraph must separately list for each worker the worker's race, ethnicity, gender, veteran status and, as applicable, trade, craft or job category. The Commissioner of the Bureau of Labor and Industries by rule may specify a method for identifying, collecting and reporting the information required under this subparagraph, which may consist of methods the United States Equal Employment Opportunity

Commission prescribes in regulations the United States Equal Employment Opportunity Commission adopts under Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e et seq.

- b. If Contract does not meet the requirements set forth under subsections (a) through (c) of this section, Contractor's payment due under this Contract will be reduced in an amount equal to the difference between the total number of work hours that apprentices in apprenticeable occupations should have performed on the public improvement project to meet the requirement set forth in subsection (2) of this section less the total number of work hours that apprentices in apprenticeable occupations actually performed on the public improvement project, multiplied by \$15 per hour.
 - i. Owner will pay the amount of the reduction under paragraph (g) to the State Treasury to the credit of the Bureau of Labor and Industries Account established under ORS 651.160. The bureau shall use the amount deposited to fund expansions of apprenticeship training programs, with a focus on programs in areas of this state where contractors did not meet the targets specified in subsection (2) of this section.
 - ii. Contractor, in a subcontract related to the contractor's public improvement contract, may provide to the same extent described in this paragraph (g) for a reduction in the amount due to the subcontractor if the subcontractor fails to perform the subcontract in accordance with the contractor's requirements under subsections (a) through (c) of this section. The Contractor may also provide in the contract for a reduction in the amount due a subcontractor that fails to comply with subsection (d) of this section.



SAFE CROSSINGS FOR ATLAS WEST LINN
PARENTS • EDUCATORS • STUDENTS • COMMUNITY

To the City Manager and Council of West Linn:

We, the undersigned, are concerned about the dangerous traffic pattern surrounding Willamette Falls Drive in the vicinity of West A Street and Broadway. Dozens of children attend Atlas Immersion Academy situated directly across Willamette Falls Drive from West A. And while the children only occasionally cross the street during their time there, the teachers and staff do so on a daily basis.

Due to the very limited parking area, many end up parking on the opposite side of Willamette Falls Drive. There are two designated crossing locations in the area: one directly west of Broadway (which is poorly marked and simply unrecognized by many drivers), and one spanning the intersection between Willamette Falls Drive and Highway 43 (around which the traffic flow can become extremely chaotic). At this time of year, it is already dark outside when school ends and the overflow traffic from I-205 makes this area particularly perilous; if it is also raining at this time, both crossings become functionally invisible to drivers.

We are asking, with the support of both parents and staff at Atlas Academy, for the City to consider this location a priority with regard to upcoming planning efforts.

We know that the City of West Linn has put significant effort into planning for the future of Willamette Falls. The 2021 Concept Plan includes a plan for consistent pedestrian walkways all the way from the Tualatin River to I-205, as well as for improved pedestrian crossings. While the final alignments of the road in this section adjacent to Atlas are still subject to change, what is clear is that the final phase of improvements is years off due to planning and funding cycles. There are real needs now, particularly considering the bus stop placement and design coming out of the new routes from TriMet's Forward Together effort. Oregon State Law gives pedestrians the legal right to cross at any intersection, with motor vehicles required to yield. The convergence of traffic and design challenges at the intersections closest to Atlas makes this right near-impossible to exercise safely.

We are asking for the City to consider any immediate measures that can be taken in the meantime to alleviate risks to pedestrians of all ages and ability. Please consider interventions such as a pedestrian crossing with warning lights spanning Willamette Falls Drive further south, across from Bus Stop #11762. This community of West Linn families and employees stands ready and willing to champion this investment in order to leverage any funds that could be available to match local funding sources in order to move a solution forward with haste.

We look forward to seeing these processes move forward.

Thank you.

Corinne Grant
Director

Naggybeh A
Assistant Director

Gabrielle
Operations



Naybeth Rivera
Center director



Cristian Penad



Lirio Penado Monje
Regional Director of Education



Ahona
Ahona



Erin Hughes
Franchise Development



Brian Hanni



Maria G Reyes
Certified Medical Assistant & former Atlas
West Linn employee



Leticia Zárate
Teacher Assistant

Sylla



Kevin Sanchez



Mohammad j Altaii
Driver



Bee Bui



Robert Dwigins
CRNA



Jacqueline Trussell
Nurse Practitioner

Eric Roberts



Jason Hodge
Software Engineer



Lawrence
Teacher



Bridget Reed
Business owner - marketing



Kaitlyn Schranz



Clyde Tambling
Pilot



Kimberley Tambling
Grandparent



Jennyfer Lopez
Teacher & Atlas parent



Stacy Snowden
Local Mom



Sarah Astenius
School counselor



Marcie Audelo
County worker



Irán Almazan
Teacher



Samantha Maiden
Mortician



Katelyn Elliott
Nurse practitioner



Linda K



Kim Karu
Photographer



Sarah
Coach



Dana Kinney



Susan McNew
Parent



Chelsey Gandhi
Community member



Patrick Kinney
Registered Nurse & Atlas Parent



Lisa Steenson



Kathleen Conte
Professor and Parent



Megan Littk
Parent



Rachel Bays
Parent



Ashley Johnson-Terleski
Social Worker



Sheila Hornocker
Paralegal



Kristen Fincham
Pharmacist & parent of Atlas students



Carrie Penkman
Nonprofit Fundraiser



Jacelyn Maddox



Sam Mudd
Parent of Atlas Students



Melissa Mudd
Parent of Atlas students



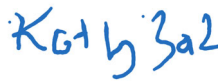
Matt Kitto
Marketplace Supply Chain Sr Manager



Sheri Bond
Retired



Katie Kieper
Parent of Atlas Students



Kathy Zak
Retired



Darren Bond
Retired



Kimberly Sanchez



Samantha Lee Goetz



Jackie Solis
Director



Allie Harper
Attorney



Kerry Hughes
Real Estate Development



Christine Lewis
Atlas Parent and Metro Councilor



Amanda Griffith



Ryan Allemand
Contractor



Jenna Zak



Jennifer Nadeau



Alex Block
Parent of Atlas student



Gerrit Wood



Patricia Fogarty
Physician



Sarah Enders
Director of Delivery



Eric Enders



Richard Block
Customer Support



Luis Sandoval
Parent of Atlas student



Jennifer Rusnak
Attorney & Parent of an Atlas Student



Brian Edgar



Rachel Beavers



Jennifer Kaley
Registered Nurse & Parent of atlas students



Fred Blanchard
Electronics Technician



Cory Pearma
Engineer



Johana Edgar
Parent



Maria zamora



Luis urrutia



Nikki Spencer



Elisabeth DeFehr
CEO & Partner- ITTC



Daniel DeFehr
Air Operations Analyst



Martha S Morales
House keeping



Tracy Jobnson



Aylin
Floater



Daniel Torres
Driver



Ruth Ramsby



Meg Hanni



Nathan Cashion
Parent



Doug Postlewaite



Laura Buchholz
Parent of Atlas student



Julie Postlewaite



Lisa Postlewaite



Amanda Clancy



Sonia Rajput
Physician



Yanibeth Puente
Teacher



Adela Colmenares
Maestra



Sushim Koshti



Saul carrillo
Student's grandfather



Maria Isabel Mo
Teacher



Marlene Flores
Teacher



Laurel Green-Mitchell



Chris Ramsby



Jazmin Penado
Teacher



Graham Clancy



Jacob Bays



Aislinn Garcia Lopez
Floater



Brittany Watson
Nurse



Lauren Dunn
Nurse manager



Antolina Conner



Julian Carrillo
Cooker



Lucina Segura
Teacher



Carolina Segura
Parent of atlas student



Jocelyn Carrillo
Maestra



Sophie Piedra -Mansuet
Teacher



Karla Reynoso
Teacher



Angelea Ramirez
Director



Wendy Blanchard
Assistant Director



Antonio Espinosa
Driver



Mike Selvaggio
Parent of Atlas Students



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): PEDESTRIAN SAFETY

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: Maria Isabel Morales

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.



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West Linn

Public Comment Form

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Please specify topic (required): PEDESTRIAN SAFETY

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: MICHAEL SEWAGGIO

Phonetic spelling, if difficult to pronounce: _____

Address (Optional): 1790 5TH AVE.

City: W.L. State: _____ Zip: 97068

Email (Optional): mike@ridgelark.com Phone (Optional): 503-739-3629

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

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CITY OF

West Linn

Public Comment Form

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Please specify topic (required): PEDESTRIAN SAFETY

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: Wendy Blanchard

Phonetic spelling, if difficult to pronounce: _____

Address (Optional): _____

City: _____ State: _____ Zip: _____

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

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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): WF Safe Crossings @ A/new Atlas

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: Christine Lewis

Phonetic spelling, if difficult to pronounce: _____

Address (Optional): 1790 5th Ave

City: WL 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.

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Testimony to City of West Linn

1/13/2025

In Favor of Proclamation in "fostering a welcoming and inclusive community"

Good evening,

My name is Michelle Bombet Minch,

I am here on behalf of Jewish Federation of Greater Portland and I'm a West Linn resident.

Thank you to the mayor and commissioners for presenting this proclamation. The latest FBI data reflects record high numbers of anti-Jewish hate crimes in 2023 at almost 12,000 incidents - an increase of 63% from 2022. In Oregon, we are the most targeted religious group with 450 calls to the DOJ incidents hotline. We make up approximately 2% of the US population and are 68% of all religious based hate crimes in 2023. But, none of this is surprising to me.

I've lived in West Linn for approximately 25 years and I have three children who graduated West Linn High School (most recently 2022) - in middle school, my kids experienced Hitler "jokes", swastikas carved in desks, and bathroom stalls, the classic antisemitism from the right that most anyone can identify and condemn.

In high school we saw a much more deliberate, organized, and calculated form of hate - antisemitism from the extreme left, this is the type that most people are unfamiliar with and don't recognize - in fact, the school and the district did not know how to handle it. My daughter was on the student board for the new WL High School Unity club. Another student harassed her and told the teacher leader that Zionists shouldn't be on the board and tried to get her kicked off the board. Zionism had never come up in club meetings but that didn't matter - to this student, to be included you must check your belief in Israel's right to exist as the Jewish homeland at the door. Fast-forward to October 7, 2023 to Hamas's massacre in Israel which has inspired Jew haters to be even more public - we see it across K through 12 schools, universities, city council chambers, highway banners, etc. with chants of "From the River to the Sea, Palestine will be Free" or "Globalize Intifada" Make no mistake about it, these are calls for the extermination of the Jewish people and not a rallying cry for peace in the Middle East.

This proclamation before us tonight is an important step in the right direction of fighting all kinds of hate from the right and the left.

As part of the implementation, I call on WL to refer to the state department's "[a mayor's guide to countering antisemitism](#)" implementing the US national strategy to counter antisemitism, which stands on four pillars to protect our community - mayors are often on the front lines and we believe this to be an important part of the strategy. We also once again encourage you to invite Jewish Federation to facilitate our presentation "Mainstreaming of antisemitism" and to reach out to us as an ongoing resource.

Thank you.