



City of Sandy

Agenda

City Council Meeting

Meeting Date: Monday, February 6, 2023

Meeting Time: 7:00 PM

Page

1. MEETING FORMAT NOTICE

This meeting will be conducted in a hybrid in-person / online format. The Council will be present in-person in the Council Chambers and members of the public are welcome to attend in-person as well. Members of the public also have the choice to view and participate in the meeting online via Zoom.

To attend the meeting in-person

Come to Sandy City Hall (lower parking lot entrance).
39250 Pioneer Blvd., Sandy, OR 97055

To attend the meeting online via Zoom

Please use this link: <https://us02web.zoom.us/j/85181523404>

Or by phone: (253) 215-8782; Meeting ID: 85181523404

Please also note the public comment signup process below.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. CHANGES TO THE AGENDA

5. PUBLIC COMMENT

The Council welcomes your comments at this time.

If you are attending the meeting in-person

Please submit your comment signup form to the City Recorder before the regular meeting begins at 7:00 p.m. Forms are available on the table next to the Council Chambers door.

If you are attending the meeting via Zoom

Please complete the [online comment signup webform](#) by 3:00 p.m. on the day of the meeting.

The Mayor will call on each person when it is their turn to speak for up to three minutes.

6. RESPONSE TO PREVIOUS PUBLIC COMMENTS

7. CONSENT AGENDA

- 7.1. **City Council Minutes** 4 - 12
[City Council - 17 Jan 2023 - Minutes - Pdf](#)
- 7.2. **Transit Advisory Board Appointments** 13 - 20
[Transit Advisory Board Appointments - Pdf](#)
- 7.3. **Intergovernmental Agreement Between City of Sandy and Clackamas County** 21 - 33
[Intergovernmental Agreement Between City of Sandy and Clackamas County - Pdf](#)
- 7.4. **2023 Manhole Grouting Project Contract Award** 34 - 136
[2023 Manhole Grouting Project Construction Contract Award - Pdf](#)

8. OLD BUSINESS

- 8.1. **Industrial Design Standards Modifications** 137 - 146
Second Reading: Ordinance 2023-01
Please note: the public hearing for this ordinance is now closed.
[Industrial Design Standards Modifications - Pdf](#)

9. NEW BUSINESS

- 9.1. **Discussion Regarding Closure of Legacy Mt. Hood Birth Center**
- 9.2. **Drinking Water and Wastewater Program Management Contract Award** 147 - 246
[Drinking Water and Wastewater Program Management Contract Award - Pdf](#)
[Presentation Slides](#)
- 9.3. **Economic Development Advisory Board Appointments & Bylaws Amendment** 247 - 255
[Economic Development Advisory Board Appointments & Bylaws - Pdf](#)

10. STAFF UPDATES

- 10.1. **Department Updates for Council Goal Setting** 256 - 294
- Parks and Recreation
 - Transit
 - Public Works
- [Parks and Recreation - Pdf](#)
[Transit - Pdf](#)
[Public Works - Pdf](#)
- 10.2. [Monthly Reports](#)

11. REPORT FROM THE CITY MANAGER

12. COMMITTEE /COUNCIL REPORTS

13. ADJOURN



MINUTES
City Council Meeting
Tuesday, January 17, 2023 6:00 PM

COUNCIL PRESENT: Chris Mayton, Councilor; Laurie Smallwood, Council President; Richard Sheldon, Councilor; Kathleen Walker, Councilor; Carl Exner, Councilor; and Don Hokanson, Councilor

COUNCIL ABSENT: Stan Pulliam, Mayor

STAFF PRESENT: Jordan Wheeler, City Manager; Jeff Aprati, City Recorder; Tyler Deems, Deputy City Manager; Rochelle Anderholm-Parsch, Parks and Recreation Director; Kelly O'Neill Jr., Development Services Director; and David Snider, Economic Development Manager

MEDIA PRESENT: (none)

1. CITY COUNCIL WORK SESSION - 6:00 PM

1.1. Community Campus Park Development Plan

Staff Report - 0650

The **Parks and Recreation Director** provided introductory remarks. A staff report was included in the agenda packet. Brian Martin with Lango Hansen delivered a slide presentation; slides were included in the agenda packet.

Council discussion ensued on the following issues:

- Specific plans for the online open house, and where content will be posted
- Options for avoiding instances in which individuals 'stuff the ballot box'
- Potential for separating the park project from the rest of the Community Campus with regard to communications, to avoid confusion and association with previous planning efforts
- Staff intention to develop and propose an official park naming policy for the City
- Importance of addressing the pool issue at the outset of open house sessions
- Need to add the following elements to the project guiding principles:
 - Flexibility and adaptability to address unknown future priorities
 - Sustainability

- Cost effective maintenance
- Year-round access and adequate lighting
- Importance of safety and accessibility
- Need to proactively communicate with immediate neighbors; direct mailers will be sent out
- Need to allow for a mix of uses, including active recreation and opportunities to relax and enjoy nature
- Need to provide a place for older children to recreate
- Possibilities for smaller, family-sized shelters
- Opportunities to add art
- Opportunities to add nature play features
- Need to engage with skate park stakeholders; feedback from recent skate park focus group
- Opportunities to leverage park features for economic development and tourism; need to balance these considerations with preferences of local residents
- Need to provide opportunities for all skill levels
- Potential for leveraging American Ramp Company's branding expertise
- Discussion on communication channels and methods
- Need to engage with local schools
- Importance of preparing for heavy use of facilities
- Opportunities for community partnerships and sponsorships

2. CITY COUNCIL REGULAR MEETING - 7:00 PM

3. Pledge of Allegiance

4. Roll Call

5. Changes to the Agenda
(none)

6. Public Comment
(none)

7. Response to Previous Public Comments
(none)

8. Consent Agenda

- 8.1. **City Council Minutes**
January 3, 2023

8.2. **Update Bank Signatories**

Resolution 2022-29

Staff Report - 0645

8.3. **Audit Corrective Plan of Action**

Resolution 2023-03

Staff Report - 0651

8.4. **Sandy Police Association Collective Bargaining Agreement**

Staff Report - 0654

Moved by Richard Sheldon, seconded by Chris Mayton

Adopt the consent agenda.

CARRIED. 6-0

Ayes: Chris Mayton, Laurie Smallwood, Richard Sheldon,
Kathleen Walker, Carl Exner, and Don Hokanson

Absent: Stan Pulliam

9. **Ordinances**

9.1. **PUBLIC HEARING: Industrial Design Standards Modifications**

Ordinance 2023-01

Staff Report - 0633

Abstentions

(none)

Conflicts of Interest

(none)

Staff Report

The **Development Services Director** summarized the staff report, which was included in the agenda packet. Council discussion during the staff report covered the following topics:

- Considerations regarding the location of industrial zones near the west entrance to the city
- Impacts of current screening requirements
- Considerations regarding the time necessary for new trees to grow

- Considerations regarding commercial businesses that have been allowed by the city to locate in industrial zones; importance of covered entrances

Public Testimony

(none)

****The public hearing was closed at this point. See motion below.****

Council Discussion

Council discussion continued on the following issues:

- Clarification that these code elements are not subject to clear and objective standards
- Optimism that these changes would encourage economic growth
- Discussion on whether false windows would be allowed
- Concern about precedent and fairness, regarding existing businesses that would be adjacent to industrial buildings with lower design standards
- Concern that self-storage facilities would look less attractive under these revisions
- Concern that the current standards could never be restored once these revisions are made
- Concern regarding the aesthetics of the west entrance to the city
- Discussion regarding green space along Hwy 26
- Discussion on the large number of variances the Planning Commission has considered on these matters
- Possibilities for limiting the proposed revisions close to Hwy 26
- The importance of adding more living wage jobs

Moved by Richard Sheldon, seconded by Chris Mayton

Close the public hearing.

CARRIED. 6-0

Ayes: Chris Mayton, Laurie Smallwood, Richard Sheldon,
Kathleen Walker, Carl Exner, and Don Hokanson

Absent: Stan Pulliam

Moved by Carl Exner, seconded by Richard Sheldon

Approve the first reading of Ordinance 2023-01

CARRIED. 4-2

Ayes: Chris Mayton, Laurie Smallwood, Richard Sheldon, and
Carl Exner

Nays: Kathleen Walker and Don Hokanson

Absent: Stan Pulliam

9.2. **PUBLIC HEARING: Self-Service Storage Code Amendments**

Ordinance 2022-26

Staff Report - 0646

Abstentions

(none)

Conflicts of Interest

Councilor Hokanson noted he has expressed strong views about self-storage in the past. **Councilor Exner** noted his employment as a realtor. Both stated they could proceed in an unbiased fashion.

Staff Report

The **Development Services Director** summarized the staff report, which was included in the agenda packet.

****The public hearing was closed at this point. See motion below.****

Council Discussion

Council discussion ensued on the following issues:

- Clarification that the I-3 zone across from the Space Age gas station does not allow self-storage
- Considerations regarding the new 362nd/Bell expansion area and a desire to not see it fill with self-storage facilities
- Feedback from the Economic Development Advisory Board that self-storage does serve a purpose; and that requiring self-storage development to be mixed use is not preferable
- Clarifications on precisely what is being proposed in each applicable zone
- Desire to move forward with the revisions as proposed and revisit the issue in the near future for further refinement, given the urgency regarding the 362nd/Bell expansion
- Discussion regarding regulation of murals
- Possibilities for placing further limits on the proposed 20% footprint expansions

- Clarification that only one existing storage facility would qualify for the 20% expansion
- Concern regarding the process followed to bring this proposal to the Council, and the relative lack of Council involvement thus far

Moved by Richard Sheldon, seconded by Chris Mayton

Close the public hearing.

CARRIED. 6-0

Ayes: Chris Mayton, Laurie Smallwood, Richard Sheldon,
Kathleen Walker, Carl Exner, and Don Hokanson

Absent: Stan Pulliam

Moved by Don Hokanson, seconded by Richard Sheldon

Modify the proposed revisions to apply the 20% expansion provision to C-1, C-2, and I-1; and remove the word "murals" from the proposed revision to SMC 17.48.20(B)(4)(d).

CARRIED. 5-1

Ayes: Laurie Smallwood, Richard Sheldon, Kathleen Walker,
Carl Exner, and Don Hokanson

Nays: Chris Mayton

Absent: Stan Pulliam

Moved by Richard Sheldon, seconded by Don Hokanson

Retract the changes approved in the previous motion for the purpose of approving the ordinance as originally proposed by staff, with the understanding that the further revisions discussed will be presented for Council consideration at a meeting in the near future.

CARRIED. 6-0

Ayes: Chris Mayton, Laurie Smallwood, Richard Sheldon,
Kathleen Walker, Carl Exner, and Don Hokanson

Absent: Stan Pulliam

Moved by Richard Sheldon, seconded by Carl Exner

Approve the first reading of Ordinance 2022-26 as originally proposed by staff.

CARRIED. 6-0

Ayes: Chris Mayton, Laurie Smallwood, Richard Sheldon,
Kathleen Walker, Carl Exner, and Don Hokanson

Absent: Stan Pulliam

Moved by Richard Sheldon, seconded by Don Hokanson

Approve the second reading of Ordinance 2022-26 as originally proposed by staff.

CARRIED. 6-0

Ayes: Chris Mayton, Laurie Smallwood, Richard Sheldon,
Kathleen Walker, Carl Exner, and Don Hokanson

Absent: Stan Pulliam

10. Old Business

10.1. Hoodview Disposal & Recycling Rate Increase Request

Resolution 2023-02

Staff Report - 0653

The **Deputy City Manager** summarized the staff report, which was included in the agenda packet. Representatives from Hoodview Disposal were present to answer Council questions.

Council discussion ensued on the following issues:

- Note that the proposed rate increases are comparable to those experienced in other cities
- City Attorney input that franchise agreement cannot be terminated for several more years because of amendments made during the recent transfer of ownership
- Hoodview is open to developing programs to assist low-income customers
- Confirmation that cited tipping fee increases are accurate
- Impacts of transfer station closures on Hoodview's ability to provide service
- Disappointment that those not receiving service are still charged
- Negative community impacts of missed service

- Possibilities for avoiding instances in which customers have to wait an additional week to receive service after a disruption
- Suggestion to add Hoodview updates and contact information on the City's website

Moved by Don Hokanson, seconded by Carl Exner

Approve Resolution 2023-02

CARRIED. 5-0

Ayes: Chris Mayton, Richard Sheldon, Kathleen Walker, Carl Exner, and Don Hokanson

Abstained: Laurie Smallwood

Absent: Stan Pulliam

11. New Business
(none)

12. Report from the City Manager

- The Oregon City CCA dinner is approaching; Sandy will host a dinner in late March
- City Day at the Capitol meetings have been scheduled for January 25th
- Multiple financing opportunities are being pursued for the water system improvement project
- Public Works staff are aware of the need to move the Tickle Creek Trail sign on Dubarko

13. Committee /Council Reports
Councilor Hokanson

- Praise for the productive leadership in the Public Works and Parks and Recreation Departments
- Need for speed radar equipment

Councilor Exner

- Encouragement to make thrift store donations for those in need
- Need to fill board and commission seats

Councilor Walker

- Suggestion to acquire surplus Forest Service trees to replace those recently lost

- Note that Public Works has received much more funding and staffing than was the case in recent years
- Kiwanis is interested in partnering for the Holiday Lights at Meinig event again next year; egg hunt and spaghetti feed events are upcoming

Councilor Sheldon

- Need to move forward with revisions increasing penalties for violating the development code

Councilor Mayton

- Thanks to staff for orientation assistance
- Inquiry into when liaison appointments will be made

Council President Smallwood

- A ribbon cutting at the Action Center is upcoming
- Sandy Fire District board elections are upcoming and candidates are needed

14. Staff updates

14.1. [Monthly Reports](#)

15. Adjourn

Mayor, Stan Pulliam

City Recorder, Jeff Aprati



Staff Report

Meeting Date: February 6, 2023
From Andi Howell, Transit Director
SUBJECT: Transit Advisory Board Appointments

DECISION TO BE MADE:

Whether to accept the interview panel's recommendation for appointments to the Sandy Transit Advisory Board.

BACKGROUND / CONTEXT:

The Board currently has four vacancies.

The application opportunity was advertised via multiple media over several weeks. Three applications were received. One applicant, who was a current board member, withdrew their submission. This applicant has served on the board since the inception of SAM and decided to retire from serving for personal reasons. SAM celebrated her years of service on the Board at the last Transit Advisory Board (TAB) meeting in December.

Mayor Pulliam, Councilors Smallwood and Hokanson, and Board Chair Heather Michet interviewed the two remaining applicants on Friday, January 13, 2023. Their recommendations are included in this report.

Applications are attached to this staff report for the Council's reference.

RECOMMENDATION:

The interview panel recommends that the Council appoint:

- Joseph Lowe to Seat #1 (term expires 12/31/2026).
- Roxy Lowe to Seat #3 (term expires 12/31/2026).

The interview panel expressed no concerns with either candidate and recommended their appointments. Both candidates currently serve on the Board, regularly attend meetings and are actively involved in conferences and events.

BUDGETARY IMPACT:

None

SUGGESTED MOTION LANGUAGE:

“I move to appoint Roxy Lowe and Joseph Lowe to the Transit Advisory Board as recommended in the staff report.”

LIST OF ATTACHMENTS/EXHIBITS:

- Three applications (two recommended for appointment, one withdrew)

Published on *Sandy, OR* (<https://www.ci.sandy.or.us>)

[Home](#) > [Transit Advisory Board Application](#) > [Webform results](#) > Submission #3

Submission information

Form: [Transit Advisory Board Application](#) [1]
Submitted by Visitor (not verified)
Thu, 10/20/2022 - 3:18pm
[REDACTED]

First Name

Caren

Last Name

Topliff

Email

[REDACTED]

Phone Number

[REDACTED]

Address

37600 Sunset St Sp 3

City

Sandy

State

Oregon

Zip Code

97055

Mailing Address (if different)**Please explain your interest in serving on the Transit Advisory Board**

I want to continue to serve on the board as I was on City Council and instrumental in creating the system I ran for City Council specifically because I saw Sandy teens hitchhiking up and down Hwy 26 and felt it a danger to them and therefor wanted to push hard for getting our own transit system going

What knowledge, education, or skills would you bring to the Board?

I bring years of experience on the board as well as knowledge from it's inception I have an AA in journalism from Mt. Hood Community College. I am retired, the mother of 4 and grandmother of 10, great grandmother of 4 (and counting) so am getting to an age when I may not be able to drive either and will be transit dependent.

Upload Current Resume

[caren_topliff.docx](#) [2]

By checking this box, I agree to the following:

I certify that the information contained in this application is correct to the best of my knowledge. I understand that to falsify information is grounds for refusing to appoint me, or for removal should I

be appointed. I also affirm that I have read and understand the Sandy Code of Conduct for members of Boards and Commissions (available as a Supporting Document on this webpage), and I understand its application to my role and responsibilities while serving on a City Board. I pledge to conduct myself according to the Sandy Boards and Commissions Code of Conduct, and I understand that the City Council may remove me from my position if my conduct falls below these standards.

Source URL:<https://www.ci.sandy.or.us/node/20791/submission/19148>

Links

[1] <https://www.ci.sandy.or.us/bc/webform/transit-advisory-board-application> [2]
https://www.ci.sandy.or.us/system/files/webform/caren_topliff.docx

Published on *Sandy, OR* (<https://www.ci.sandy.or.us>)

[Home](#) > [Transit Advisory Board Application](#) > [Webform results](#) > Submission #5

Submission information

Form: [Transit Advisory Board Application](#) [1]

Submitted by Visitor (not verified)

Mon, 10/24/2022 - 1:51pm

First Name

Joseph

Last Name

Lowe

Email

[REDACTED]

Phone Number

[REDACTED]

Address

39635 Dubarko Road

City

Sandy

State

OR

Zip Code

97055

Mailing Address (if different)

Please explain your interest in serving on the Transit Advisory Board

I'm a person with a disability (from birth) & uses a power wheelchair. I've been on the board for roughly 10 years (under Julie Stephens & now Andi Howell's leadership) & been amazed at how great our transportation services have served our community...especially people with disabilities. So, I'd like to continue on the board representing the voice of people with disabilities as we work hard to always improve on our services.

What knowledge, education, or skills would you bring to the Board?

As an advocate for close to 15 years, I bring a wealth of knowledge regarding the needs of people with disabilities, experience & skills of working well with staff & board members, legislative advocacy, networking, etc.

Upload Current Resume

[joseph_lowe_bio.pdf](#) [2]

By checking this box, I agree to the following:

I certify that the information contained in this application is correct to the best of my knowledge. I understand that to falsify information is grounds for refusing to appoint me, or for removal should I

be appointed. I also affirm that I have read and understand the Sandy Code of Conduct for members of Boards and Commissions (available as a Supporting Document on this webpage), and I understand its application to my role and responsibilities while serving on a City Board. I pledge to conduct myself according to the Sandy Boards and Commissions Code of Conduct, and I understand that the City Council may remove me from my position if my conduct falls below these standards.

Source URL: <https://www.ci.sandy.or.us/node/20791/submission/19160>

Links

[1] <https://www.ci.sandy.or.us/bc/webform/transit-advisory-board-application> [2]
https://www.ci.sandy.or.us/system/files/webform/joseph_lowe_bio.pdf

Published on *Sandy, OR* (<https://www.ci.sandy.or.us>)

[Home](#) > [Transit Advisory Board Application](#) > [Webform results](#) > Submission #4

Submission information

Form: [Transit Advisory Board Application](#) [1]
Submitted by Visitor (not verified)
Mon, 10/24/2022 - 1:14pm

First Name

Roxanne

Last Name

Lowe

Email

[REDACTED]

Phone Number

[REDACTED]

Address

39635 Dubarko Rd

City

Sandy

State

Or

Zip Code

97055

Mailing Address (if different)

Please explain your interest in serving on the Transit Advisory Board

To help in bringing awareness, accessibility, and education of public transportation in our city and surrounding areas

What knowledge, education, or skills would you bring to the Board?

Been a resident for over 16 years, so a lot of experience in advocating and education of our small transit system,
I have worked with People with Disabilities, Seniors, and Youth on transit I have been on the transit board as a member for the last 3 or 4 years.

Upload Current Resume

[transit_renewal_2022.docx](#) [2]

By checking this box, I agree to the following:

I certify that the information contained in this application is correct to the best of my knowledge. I understand that to falsify information is grounds for refusing to appoint me, or for removal should I be appointed. I also affirm that I have read and understand the Sandy Code of Conduct for members of Boards and Commissions (available as a Supporting Document on this webpage), and

I understand its application to my role and responsibilities while serving on a City Board. I pledge to conduct myself according to the Sandy Boards and Commissions Code of Conduct, and I understand that the City Council may remove me from my position if my conduct falls below these standards.

Source URL: <https://www.ci.sandy.or.us/node/20791/submission/19157>

Links

[1] <https://www.ci.sandy.or.us/bc/webform/transit-advisory-board-application> [2]
https://www.ci.sandy.or.us/system/files/webform/transit_renewal_2022.docx



Staff Report

Meeting Date: February 6, 2023

From Andi Howell, Transit Director
Intergovernmental Agreement Between City of Sandy and

SUBJECT: Clackamas County

DECISION TO BE MADE:

Whether to approve the Intergovernmental Agreement between City of Sandy and Clackamas County allowing the County to pay the City for administrative assistance, facility use and reimbursements.

PURPOSE / OBJECTIVE:

Financial agreement for administrative assistance, facility fees, vehicle sharing and other expenses.

BACKGROUND / CONTEXT:

This Agreement, which has been renewed annually based on need and approved budgets since 2017, provides the basis for a cooperative working relationship for the purpose of providing administrative support to the County's Mt. Hood Express ("MHX") transit service in partnership with the City's Sandy Area Metro (SAM) transit service to increase operational efficiencies, collaboration and cost effective management of both services.

The bulk of the funds paid to SAM under the Agreement are generated through an employee support program and facility fees. Through the employee support program City staff perform various administrative tasks on behalf of the Mt Hood Express service, such as fare media tracking, contractor oversight, maintenance coordination, fares collection, customer service and policy compliance. The facility fee is for use of the Operations Center for MHX staff and administrative space (administrative positions shared by the two agencies), bus parking and use of the wash bay.

At times, it is more efficient for SAM to make bulk purchases on behalf of both systems, such as shop supplies and capital equipment purchases. This agreement allows for reimbursements to SAM by the County when these types of purchases are made. Additionally, this agreement allows for the temporary use of SAM vehicles by the County if necessary.

The City of Sandy and Clackamas County have collaborated very well for many years, creating a seamless travel experience for passengers in our region. The partnership allows for efficiencies for both of these small, rural transit agencies and sharing of cost

for employees and contracted operations. It also boosts grant opportunities as grant funds can provide a bigger return on investment when being utilized for the improvement of two transit systems, impacting the lives of more Clackamas County residents.

Although the City/County transit partnership has been in place since 2006, this Intergovernmental Agreement has existed since 2017 and was developed to support the addition of an additional FTE in the Transit Department.

KEY CONSIDERATIONS / ANALYSIS:

This is a revenue source and service benefit for the Sandy Transit Department.

RECOMMENDATION:

Authorize the City Manager to sign the Intergovernmental Agreement between Clackamas County and the City of Sandy.

BUDGETARY IMPACT:

Monthly revenue of \$3,241.58 for a total of \$77,798. Other budget items are possible expenses (such as vehicle rental) and/or reimbursements (such as shop supplies or equipment purchases).

SUGGESTED MOTION LANGUAGE:

"I move to authorize the City Manager to sign the Intergovernmental Agreement between the City of Sandy and Clackamas County, as presented in the agenda packet."

LIST OF ATTACHMENTS/EXHIBITS:

- Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY, OREGON
AND
CITY OF SANDY, OREGON**

1. Purpose. This agreement (“Agreement”) is entered into between Clackamas County (“COUNTY”) and the City of Sandy (“CITY”) for the cooperation of units of local government under the authority of ORS 190.010. This Agreement provides the basis for a cooperative working relationship for the purpose of providing administrative support to the COUNTY’s Mt. Hood Express (“MHX”) transit service in partnership with the CITY’s SAM transit service to increase operational efficiencies, collaboration and cost effective management of both services.

2. Scope of Work and Cooperation.
 - 2.1. Subject to the terms of this Agreement, CITY agrees to provide the following support functions for the MHX.
 - 2.1.1. Act as on-sight liaison and provide operational oversight on behalf of COUNTY with shared operations contractor (MV Transportation) providing immediate communication with the contractor and their employees of policy and contractor functions. Includes contract compliance checks such as payroll, billable hours audit and policy compliance. Participate in contractor-led safety meetings.
 - 2.1.2. Work with the COUNTY on mutually agreeable policy and program development, in compliance with applicable transit rules and guidelines, and implement as needed, including communicating changes to contractor (MV Transportation).
 - 2.1.3. Provide coordination and support with COUNTY’s third-party contractor (MV Transportation) for timely maintenance and repair of MHX vehicles. Work with maintenance coordinator regarding MHX vehicle issues, maintenance, cleaning schedule, shop supplies and other issues as needed. Starting upon approval of agreement by both parties, reconcile and pay for preventative maintenance and repair invoices submitted by MV Transportation. Submit invoices to COUNTY for reimbursement as part of monthly billing.
 - 2.1.4. Provide oversight of fare collection process, deposit fares in CITY bank account, and provide reimbursement to COUNTY for fares collected.
 - 2.1.5. Reserve meeting space at the Sandy Operations Center if needed for the Mt Hood Transportation Alliance. Participate in Mt. Hood Transportation Alliance meetings.
 - 2.1.6. Update the MHX website and media platforms (Twitter, Facebook), post notices to ITS systems and respond to information requests.
 - 2.1.7. Interact with public, including information requests that dispatch staff can’t answer
 - 2.1.8. Create and post notices and display schedules at the Sandy Operation Center and other locations upon request
 - 2.1.9. Create and post notices on MHX vehicles, shelters and other locations. Update county schedules, inventory fare media and order new fare media as needed. Compile data required for fare media accounting.

- 2.1.10. Continue oversight, maintenance and updates to the ITS system app and equipment on the MHX service, including troubleshooting and replacement of malfunctioning equipment as well as posting notices as needed.
- 2.1.11. Provide space for office staff, program materials, parking space for riders, parking of buses, vehicle equipment and shop supplies.
- 2.1.12. Provide a vehicle(s) for use by the Mt Hood Express in emergencies when existing Clackamas County owned vehicles are out of service.
- 2.1.13. Compile data required for completion of fiscal and grant reports, including tracking performance measures. Collaborate and assist with completion of grant applications and other activities designed to promote long term stable funding.
- 2.1.14. Provide necessary staff and other administrative resources necessary to fulfill its obligations under this Agreement.
- 2.1.15. Other tasks and projects as needed.

2.2. Subject to the terms of this Agreement, COUNTY agrees to provide the following:

- 2.2.1. Provide ongoing fiscal support to MHX, as set forth in Section 3 of this Agreement. Changes in funding requiring changes in service levels will be communicated to CITY when notification is received from the funder, and the parties will negotiate in good faith to address those changes.
- 2.2.2. Complete and submit required reports to funders in a timely manner.
- 2.2.3. Participate in ongoing planning and coordination efforts, including participation in the Mt Hood Transportation Alliance.
- 2.2.4. Reimburse CITY for costs incurred as outlined in Exhibit B.
- 2.2.5. Pay a vehicle use fee of \$50 per day for the back-up bus if needed
- 2.2.6. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, and contingent upon availability of sufficient funds, as determined by the COUNTY in its sole discretion, COUNTY will be responsible for all costs associated with accidents, including insurance deductibles, repairs not covered by insurance and towing for CITY owned MHX back up bus for incidents occurring during its use for MHX routes.
- 2.2.7. Contingent upon the availability of sufficient funds, as determined by COUNTY in its sole discretion, COUNTY may pay for additional costs associated with the MHX service that are not specifically included in this Agreement but are directly associated with the operation of the MHX service. Provided funds are available, CITY and COUNTY will negotiate, in good faith, to determine if COUNTY may reimburse CITY for such additional costs.
- 2.2.8. Provide administrative and operational support as needed.

3. Compensation and Record Keeping.

3.1. Compensation. COUNTY shall compensate the CITY for satisfactorily performing the services identified in Section 2 and in accordance with the *Exhibit B: Budget*, attached hereto and incorporated by this reference herein. Total maximum compensation under this Agreement shall not exceed **\$297,048**. Any continuation or extension of this Agreement after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Agreement, as determined by the COUNTY in its sole administrative discretion.

- 3.2. Method of Payment. To receive payment, CITY shall submit invoices and accompanying progress reports as required in *Exhibit A: Reporting Requirements* attached hereto and incorporated by this reference herein.
- 3.3. Withholding of Contract Payments. Notwithstanding any other payment provision of this Agreement, should CITY fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY may immediately withhold payments hereunder. The COUNTY may continue to withhold payment until CITY submits required reports, performs required services, or establishes to COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of CITY.
- 3.4. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this Agreement and all other pending matters are closed.
- 3.5. Access to Records. COUNTY, the State of Oregon and the federal government and their duly authorized representatives shall have access to the books, documents, papers, and records of CITY that are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcripts. Likewise, CITY, the State of Oregon and the federal government and their duly authorized representatives shall have access to the books, documents, papers, and records of COUNTY that are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcripts.

4. Manner of Performance.

- 4.1. Compliance with Applicable Laws and Regulations, and Special Federal Requirements. CITY and COUNTY shall comply with all federal laws and regulations, Oregon laws and regulations, local ordinances and rules applicable to this Agreement, including, but not limited to, all applicable federal and Oregon civil rights and rehabilitation statutes, rules and regulations, and as listed in Exhibit 4, attached and incorporated into this Agreement. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein.
- 4.2. Precedence. When a requirement is listed both in the Agreement and in an exhibit to it, the requirement in the exhibit shall take precedence.
- 4.3. Subcontracts. CITY shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from COUNTY.

5. General Provisions.

- 5.1. Contact. All routine correspondence and communication regarding this Agreement, as well as requests for written acknowledgment, shall be directed to the following representatives:

For COUNTY: Kristina Babcock, Human Services Supervisor, 2051 Kaen Rd,
Oregon City, OR 97045 (kbabcock@clackamas.us) (971-349-0481)

For CITY: Andi Howell, Transit Director, City of Sandy, 16610 Champion Way,
Sandy, OR 97055 (ahowell@ci.sandy.or.us) (503-489-0925)

Either party may change the contact or its associated information by giving prior written notice to the other party.

Each party shall give the other party immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.

- 5.2. Indemnification. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, commissioners, councilors, agents and employees, against all claims, demands, actions and suits of any kind or nature for personal injury, death or damage to property arising out of this Agreement where the loss or claim is attributable to the negligent acts or omissions of the indemnitor or the indemnitor's officers, commissioners, councilors, employees, agents, subcontractors, or anyone over which the party has a right to control. Each party shall give the other party immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.
- 5.3. Severability. If any provision of this Agreement is found to be unconstitutional, illegal or otherwise unenforceable by a Court or authority of competent jurisdiction, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision, to give effect to the intentions of the parties to the maximum extent possible.
- 5.4. Modifications. Any modification or change to the terms of this Agreement shall be effective only when reduced to writing and approved by the governing bodies of both parties. Any modification or change, including any additional agreement providing descriptions of tasks, standards of performance or costs, shall be in writing, shall refer specifically to this Agreement and shall be valid only when approved by the governing bodies of both parties.
- 5.5. Integration. This Agreement contains the entire agreement between the parties concerning its subject matter.
- 5.6. Third-Party Beneficiaries. The CITY and COUNTY are the only parties to this Agreement and are the only parties entitled to enforce its terms.
- 5.7. Applicable Law. The laws of the State of Oregon govern this Agreement without respect to conflict of laws principles. Any litigation between the parties arising out of or related to this Agreement will be conducted exclusively in the Circuit Court for the State of Oregon, Clackamas County. The parties accept the personal jurisdiction of this court.
- 5.8. Dispute Resolution.
 - 5.8.1. Subject to mutually agreed upon extensions of time in writing, failure or unreasonable delay by any party to substantially perform any material provision of this Agreement shall constitute default. In the event of an alleged default or breach

of any term or condition of this Agreement, the party alleging such default or breach shall give the other party not less than 30 days written notice specifying the nature of the alleged default and the manner in which the default may be cured satisfactorily. During this 30-day period, the party shall not be considered in default for purposes of termination or instituting legal proceedings.

5.8.2. The parties shall negotiate in good faith to resolve any dispute arising under this Agreement. Should any dispute arise between the parties concerning this Agreement that cannot be resolved by mutual agreement, the parties may mutually agree to mediate the dispute prior to a party commencing litigation. The mediation shall take place in Clackamas County, Oregon. The parties will equally bear the mediator's fees and costs.

5.9. Term and Termination.

5.9.1. Term. This Agreement is effective upon execution by both parties and will terminate on June 30, 2024, unless the parties agree in writing to extend the Agreement. The City may seek reimbursement for eligible costs set forth in Exhibit B incurred on or after July 1, 2022

5.9.2. Termination For Convenience. Either party may terminate this Agreement by providing at least 30 days prior written notice to the other party.

5.9.3. Termination For Cause. Subject to Section 5.8.1 of this Agreement, either party may terminate this Agreement in the event of a breach by the other party. Upon termination for breach, each party shall have all rights and remedies available to it at law, in equity, and under this Agreement.

5.9.4. Termination for Lack of Appropriation. Either party may terminate this Agreement in the event that party fails to receive expenditure authority, including but not limited to receipt of state or federal funds, sufficient to allow the party, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either party is prohibited from paying for such work from the planned funding source.

5.10. Effective Date. This Agreement will only become effective upon approval by the governing bodies of COUNTY and CITY.

5.11. Necessary Acts. Each party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement including, but not limited to, any additional requirements imposed by state or federal funding sources.

5.12. Debt Limitation. This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

5.13. Counterparts. This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.

5.14. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF SANDY
Stan Pulliam, Mayor

CLACKAMAS COUNTY

Commissioner: Tootie Smith, Chair
Commissioner: Sonya Fischer
Commissioner: Mark Shull
Commissioner: Paul Savas
Commissioner: Martha Schrader

Signing on Behalf of the Mayor & Council

Jordan Wheeler, City Manager

Tootie Smith, Chair

Date

Date

EXHIBIT A
REPORTING REQUIREMENTS

Reporting:

CITY shall submit on a quarterly basis a narrative summary of the work performed on behalf of the Mt Hood Express, including progress on any planning or special projects.

Invoicing

CITY, through designated staff, shall submit to COUNTY a monthly invoice for project management services, bus rental, reimbursement of shop supplies, and preventative maintenance and repair costs. Any bus rental fees will include a summary of rental use. Preventative maintenance and shop supply cost reimbursement requests will require documentation sufficiently detailed to allow for reimbursement from the applicable funding source, as determined by the COUNTY in its sole administrative discretion.

Invoices and required reports may be submitted electronically via e-mail as an attachment and shall be received by COUNTY on or before the 15th of each quarter following the billing period.

E-mail address: kbabcock@clackamas.us

COUNTY shall make payment to CITY within 30 days of receipt of each invoice submitted.

EXHIBIT B

BUDGET

	Year 1 (7/22 to 6/23)	Year 2 (7/23 to 6/24)
Staff support for MHX	\$ 13,916	\$ 14,612
Office rental and bus parking	\$ 24,034	\$ 25,236
Staff mileage reimbursement in support of MHX	\$ 500	\$ 500
Program materials	\$ 2,000	\$ 2,000
Vehicle rental	\$ 1,500	\$ 1,500
Shop supplies, misc. equipment, COVID supplies or general program expenses	\$ 5,000	\$ 5,250
ITS equipment and subscriptions	\$ 30,000	\$ 31,000
Preventative maintenace and repair reimbursement for MV charges for MHX vehicles (starting 1/1/23)	\$ 50,000	\$ 90,000
Total	\$ 126,950	\$ 170,098

Total compensation under this agreement shall not exceed \$297,048

EXHIBIT C
SPECIAL REQUIREMENTS

1. CITY certifies to the best of its knowledge and belief that neither it nor any of its principals:
 - (a) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or CITY;
 - (b) Have within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - (d) Have within a three-year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Where the CITY is unable to certify to any of the statements in this certification, such CITY shall attach an explanation to this proposal.

2. In case of suspected fraud by applicants, employees, or vendors, CITY shall cooperate with all appropriate investigative agencies, and shall assist in recovering invalid payments.
3. CITY shall protect the confidentiality of all information concerning applicants for and recipients of services funded by this agreement and shall not release or disclose any such information except as directly connected with the administration of the particular Clackamas County program(s) or as authorized in writing by the applicant or recipient. All records and files shall be appropriately secured to prevent access by unauthorized persons.

CITY shall ensure that all officers, employees, and agents are aware of and comply with this confidentiality requirement.

4. CITY shall ensure that no person or group of persons shall, on the ground of age, race, color, national origin, primary language, sex, religion, handicap, political affiliation or belief, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part by funds delegated under this agreement.
5. CITY will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity covered by this contract.
6. CITY will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).
7. CITY will establish safeguards to prohibit employees and volunteers from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

8. CITY certifies, to the extent required by federal law, that it will provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in CITY's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) CITY's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
 - (c) Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by subsection (a) above.
 - (d) Notifying the employee in the statement required by subsection (a) that as a condition of employment on such contract, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
 - (e) Notifying the County within 10 days after receiving notice under subsection (d)(2) from an employee or otherwise receiving actual notice of such conviction.
 - (f) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5154 of the Drug-Free Workplace Act of 1988.
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of subsections (a) through (f).



Staff Report

Meeting Date: February 6, 2023

From AJ Thorne, Assistant Public Works Director

SUBJECT: 2023 Manhole Grouting Project Construction Contract Award

DECISION TO BE MADE:

Whether to authorize the City Manager to execute an agreement with Olson Brothers ProVac for the 2023 Manhole Grouting Project.

BACKGROUND / CONTEXT:

Reducing Inflow and Infiltration (I&I) in the sanitary sewer system is a critical goal for the Sandy Clean Waters Program. In addition to the work previously performed in Basins 2 and 8 and in conjunction with the current work being done in Basins 6 and 7, this manhole grouting project will quickly and economically reduce further I&I throughout the collection system.

KEY CONSIDERATIONS / ANALYSIS:

The project will be executed in a prioritized sequence beginning with areas of known high I&I and proceeding to the oldest remaining parts of the system and working toward newer sections of the sanitary sewer system. The 2023 project will begin immediately and will be finished in June of 2023. A continuous series of Manhole Grouting Projects will be completed each year to maintain and improve collection system integrity.

The method of repair will use hydrophilic grout to stop groundwater from entering the sanitary sewer system. This process will eliminate both large and small leaks in each manhole, measurably reducing I&I. In addition to the repair of leaks, the contract includes manhole base repairs as needed. Base repair work refers to identifying, removing, and replacing failed grout in the manhole bench and channels; this work reduces the risk of backups in the sewer system.

The project was bid January 17th, 2023. The low responsible bidder was Olson Brother's ProVac with a bid of \$344,475. This bid came in below the engineer's estimate of \$400K. The notice of award was sent to the contractor on January 25th, 2023.

RECOMMENDATION:

Authorize the City Manager to enter into an agreement with Olsen Borthers ProVac for the 2023 Manhole Grouting Project.

BUDGETARY IMPACT:

The proposed project, which totals \$344,475, is funded by the ARPA grant designated for Sandy's wastewater program (\$14.7 million), and was a planned program expense. An owner-controlled construction contingency of 15% to account for additional work discovered in the field will be included for a total contract award of \$396,146.

SUGGESTED MOTION LANGUAGE:

"I move to authorize the City Manager to enter into an agreement with Olsen Borthers ProVac for a not to exceed contract amount of \$396,146 to perform the 2023 Manhole Grouting Rehabilitation Project."

LIST OF ATTACHMENTS/EXHIBITS:

- Complete bid package including contract documents and plan set.
- Bid Opening Summary



CONTRACT DOCUMENTS

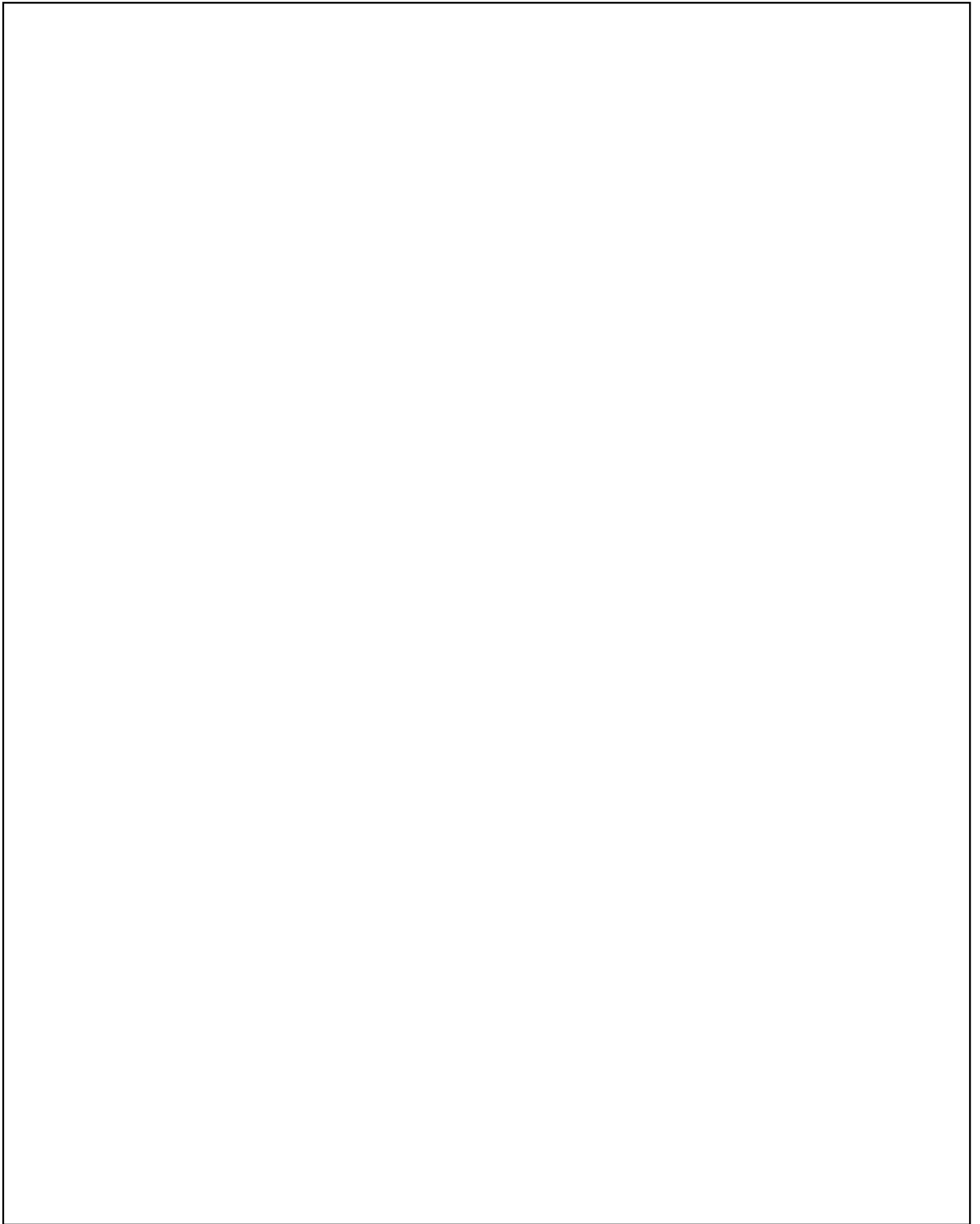
For the Construction of:

2023 Manhole Grouting Project

Bid Opening: January 12, 2023

PROJECT #: WW2022-010

**CITY OF SANDY
PUBLIC WORKS DEPARTMENT
39250 Pioneer Blvd
SANDY, OR 97055
(503) 668-5533**



INTRODUCTION

The Contract Documents are prepared in parts as listed below. For the purpose of this contract, the Bid Booklet is defined as Parts I, II, III, IV, and V. Plans may be attached or bound separately. The specifications that are applicable to the work on the project are the Oregon Standard Specifications for Construction, 2021 edition (by reference only – not included in this document). Are bound separately and available by contacting the Project Manager. Part V may be attached or bound separately. All Parts bound separately are incorporated into the Contract Documents with the same force and effect as though set forth in full.

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Should addenda to the Contract Documents become necessary, they will be issued via email prior to the date of receiving bids and shall be deemed a part of Part I.

NOTICE TO CONTRACTORS

2023 Manhole Grouting Project

Sealed bids for the **2023 Manhole Grouting Project** will be received at the front desk in the main lobby of Sandy City Hall, 39250 Pioneer Blvd., Sandy, Oregon 97055, addressed to AJ THORNE, until **THURSDAY, January 12, AT 4:00 PM** local time. Late bids will be retained unopened. The bids will be publicly opened immediately thereafter VIRTUALLY VIA ZOOM. The Engineer's Estimate for this project is \$420,000.

The character of the work is CHEMICAL INJECTION GROUTING OF MANHOLES TO SEAL I&I LEAKS. The major quantities of work involved in this project are:

QUANTITY	MEASUREMENT	ITEM
343	EA	Chemical grouting of manholes
22	EA	Chemical grouting of manholes - High Flow Offroad
34	EA	Manhole Base repair

The Project Manager for this project is **AJ THORNE, ENGINEER II, Public Works Department 503-618-2190, AJThorne@CityofSandy.com.**

The project completion date is June 30, 2023.

Contract terms, conditions and specifications may be reviewed at the office of the Public Works Department at Sandy City Hall. Copies may be obtained from the Public Works Department electronically by email. Please contact Rebecca Markham Rmarkham@CityofSandy.com. The apparent low bidder will be required to have a copy of the applicable edition of the Oregon Standard Specifications for Construction, 2021 edition.

This project is for public work and is subject to ORS 279C.800 to 279C.870, the Oregon Prevailing Wage Law. To see full contract terms, please email ajthorne@cityofsandy.com or visit the City's website and search for contract terms. This project is funded by ARPA grant funding. Please see Part IV of this document for additional requirements for this project.

All bids must be submitted on the forms furnished by the City of Sandy, mailed or delivered in a sealed envelope plainly marked "SEALED BID for 2023 Manhole Grouting Project" and bearing the name and address of the bidder. The bid must be accompanied by a certified check, cashier's check or bid bond in an amount not less than ten percent (10%) of the total bid.

The City of Sandy requires all Contractors to comply with equal opportunity policies. The City's programs, services, employment opportunities, volunteer positions and contracts are open to all persons without regard to race, religion, color, national origin, sex, age, marital status, disability, or political affiliation.

DATE ADVERTISED: December 19, 2022

PROJECT NO: WW2022-010
PROJECT: 2023 Manhole Grouting Project

Capital Improvement Project Contract
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PART I – BID OFFER DOCUMENTS

Part I Contains:

- (A) Offer
- (B) Schedule of Prices
- (C) First-Tier Subcontractor Disclosure Form
- (D) Bidders Good Faith Efforts Certification
- (E) Addenda

Bid offer must include Bid Security (certified check, cashier's check or bid bond in an amount not less than ten percent (10%) of the total bid).

(A) OFFER

2023 Manhole Grouting Project

TO FURNISH ALL PERMITS, MATERIALS, LABOR, TOOLS, EQUIPMENT AND SERVICES REQUIRED FOR THE CONSTRUCTION OF THIS PROJECT FOR THE CITY OF Sandy, MULTNOMAH COUNTY, OREGON, AS STATED IN THE COMPLETED SCHEDULE OF PRICES, ALL IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, PLANS, SPECIFICATIONS, AND DRAWINGS WHICH ARE ON FILE AT THE CITY OF SANDY, PUBLIC WORKS DEPARTMENT, 39250 PIONEER BLVD, SANDY, OREGON 97055.

NAME OF BIDDER _____
CONTACT _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____
TELEPHONE NO. _____
FAX NO. _____
EMAIL ADDRESS _____

To the Honorable Mayor and City Council
39250 Pioneer Blvd
Sandy, Oregon 97055

This Offer and Schedule of Prices is submitted as an offer by the Bidder to enter into a contract with the City of Sandy for furnishings all permits, materials, labor, tools, equipment and services of all kinds required for the construction of this Project for the City of Sandy, Oregon, as shown in the contract documents on file at the Public Works Department, 39250 Pioneer Blvd, Sandy, Oregon, and which are incorporated into this Offer as though they were attached. This Offer is subject to the following declarations as to the acts, intentions and understandings of the Bidder.

1. All of the contract documents, plans, specifications, drawings, and applicable laws have been examined by the Bidder and their terms and conditions are hereby accepted. Bidder understands that the apparent low bidder for this project will be required to have a copy of the Oregon Standard Specifications for Construction, 2021
2. It is understood that the contract documents may be supplemented by additional drawings and specifications in explanation and elaboration thereof and, if they are not in conflict with those referred to in paragraph 1 above, they shall have the same force and effects as though they were attached and be accepted as part of the contract documents when issued.
3. The quantities in the SCHEDULE OF PRICES are approximate only and payment will be made for the actual quantities incorporated in the completed work at the unit prices

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PROJECT: 2023 Manhole Grouting Project

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stated.

4. Bidder agrees to furnish labor, materials, equipment and services of all kinds to construct this Project as required by the contract documents for the unit or lump sum prices in the SCHEDULE OF PRICES. Items in the SCHEDULE OF PRICES have been completed in full by showing a unit or lump sum price or prices for each and every item thereof.
5. Bidder submits the unit prices as those at which Bidder will perform the work involved. The extensions of the column headed "ITEM TOTAL" are made for the sole purpose of facilitating bid comparisons and if there are any discrepancies between the unit prices and the total amount shown, the unit prices shall govern.
6. The prices stated include all materials and work required to complete the contract in accordance with the plans and specifications. If any material, item or service required by the plans and specifications has not been mentioned specifically in the SCHEDULE OF PRICES, the same shall be furnished and placed with the understanding that the full cost has been merged with the several prices stated in the SCHEDULE OF PRICES.
7. If there is an increase in the total payment for an item covered by a lump sum price, it shall be computed on the basis of extra work for which an increase in payment will have been earned. If there is a decrease in a lump sum payment for any such items, it shall be made only as the result of negotiation between the Bidder and the City of Sandy.
8. Bidder shall complete this Project by the date stated in the Contract.
9. Bidder shall comply with the laws of the State of Oregon which are pertinent to public improvement contracts even though such laws may not be quoted or referred to in the contract documents. Pursuant to ORS 305.385(6), Bidder certifies that it is not in violation of Oregon tax laws.
10. Bidder shall furnish separate performance bond and payment bond as required by the contract documents.
11. Bidder is covered by liability and other insurance as required by the contract documents and, related to workers' compensation, is a carrier-insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
12. Bidder agrees to comply with the provisions of ORS 279C.840 relating to prevailing wages.
13. Bidder is registered with the Oregon Construction Contractors Board and the bidder's registration number is stated below. The Bidder agrees to comply with ORS 279C.836 relating to filing a Public Works Bond with the Construction Contractors Board. Bidder certifies that all subcontractors performing work on this public improvement contract will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under this contract.
14. The Bidder certifies that the Bidder has not discriminated and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a

minority, woman or emerging small business enterprise or a business enterprise that is owned or controlled by or that employs a disabled veteran.

15. Bidder has not directly or indirectly induced or solicited any person to submit a false or sham bid or refrain from bidding. Bidder certifies that this bid has been arrived at independently and submitted without collusion designed to limit competition.
16. The City of Sandy may waive minor informalities, reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding that it is in the public interest to do so.
17. Pursuant to ORS 279A.120, for the purpose of awarding the contract, the City of Sandy shall add a percent increase on the bid of a non-resident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides. "Resident bidder" of Oregon means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the Offer that the bidder is a "resident bidder" of the State of Oregon.
18. Pursuant to ORS 279C.505(2), the bidder certifies that the bidder has an employee drug testing program in place, and will maintain such program for the entire period of this contract. Failure to maintain such program shall constitute a material breach of contract.

BIDDER INFORMATION AND SIGNATURE

NAME OF BIDDER _____

BIDDER ACKNOWLEDGES THAT ADDENDUM NUMBER _____ THROUGH _____ HAS BEEN RECEIVED AND CONSIDERED AS PART OF THE SUBMITTAL OF THIS OFFER AND SCHEDULE OF PRICES.

BIDDER IS A RESIDENT OF THE STATE OF _____

CONSTRUCTION CONTRACTORS BOARD LICENSE NO. _____

SIGNATURE OF BIDDER'S AUTHORIZED REPRESENTATIVE

OFFICIAL TITLE OF BIDDER'S AUTHORIZED REPRESENTATIVE

DATE BID IS SIGNED

(B) SCHEDULE OF PRICES

2023 Manhole Grouting Project

Schedule of Prices For: December, XX
2023 Manhole Grouting Project 2022

Description	Units	Quantity	Unit Price	Total
Mobilization	LS	1		
Chemical grouting of manholes	EA	343		
Chemical grouting of manholes - High Flow Offroad	EA	22		
Manhole Base repair	EA	34		
Traffic control and flagging	LS	1		
			<u>Total:</u>	

The following base bid of _____ dollars
(\$_____) is proposed for this project as described in the Contract Documents.

(C) FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

2023 Manhole Grouting Project

Person designated to receive form: AJ THORNE Phone #: 503-489-2162

Bid Closing Date: January 12, 2023 Bid Closing Time: 4:00 AM PM

If the bid is more than \$100,000 this form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two (2) working hours after the advertised bid closing time.

List below the Name, Dollar Value, and Category of Work of each subcontractor that will be furnishing labor or labor and materials and that is required to be disclosed, the dollar value of the subcontract and the category of work that the subcontractor will be performing. Enter "NONE" if there are no subcontractors that need to be disclosed.

SUBCONTRACTOR NAME	DOLLAR VALUE	CATEGORY OF WORK
ATTACH ADDITIONAL SHEETS IF NEEDED.		

The above listed first-tier subcontractor(s) are providing labor or labor and materials with a Dollar Value equal to or greater than:

- a.) 5% of the total Contract Price, but at least \$15,000 (including all alternates). If the Dollar Value is less than \$15,000 do not list the subcontractor above; or
- b.) \$350,000 regardless of the percentage of the total Contract Price.

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award. IT IS THE RESPONSIBILITY OF BIDDERS TO SUBMIT THIS DISCLOSURE FORM AND ANY ADDITIONAL SHEETS BY THE DEADLINE.

Deliver forms

by MAIL or IN PERSON to: AJ THORNE, Assistant Public Works Director
Public Works Department
39250 Pioneer Blvd, Sandy, OR 97055

by EMAIL to: AJ THORNE, Assistant Public Works Director
ajthorne@cityofsandy.com

Form Submitted by (Bidder's Name): _____

Contractor's Name: _____

Contractor's Signature: _____ Phone Number: _____

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PROJECT: 2023 Manhole Grouting Project

Capital Improvement Project Contract
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(D) ADDENDA

If addenda are issued, they shall be bound to this document under this section.

PART II - DOCUMENTS TO BE SUBMITTED UPON EXECUTION OF THE CONTRACT

The following documents must be filled out by the Contractor who is awarded the contract. The signed contract documents must include the following:

- (A) Capital Improvement Project Agreement
- (B) Contract Retention Preference Form

In addition, the Contractor must submit:

- Performance Bond
- Payment Bond
- Required Insurance Certificates
- Certification of Worker's Compensation Coverage

The City of Sandy does not provide forms for the Performance Bond, Payment Bond or insurance certificates. Please contact your insurance or bonding agent to arrange for these documents. The bond forms and insurance certificates are subject to approval by the City Attorney's Office.



(A) CAPITAL IMPROVEMENT PROJECT AGREEMENT

PROJECT NO WW2022-010

THIS AGREEMENT is made and entered into on the last date set forth below by and between the City of Sandy, 39250 Pioneer Blvd, Sandy, Oregon 97055, hereinafter called the "OWNER" and

_____ *(Official name, form of organization, and address of Contractor; if partnership, name of partner.)*

hereinafter called "CONTRACTOR."

Pursuant to a published Notice to Contractors, CONTRACTOR filed with OWNER an Offer and Schedule of Prices containing an offer to perform the work described below and OWNER has determined that the CONTRACTOR is the lowest responsible bidder.

IT IS AGREED:

First: CONTRACTOR shall comply with the requirements of the Contract Documents for:

_____ *(Official title of the project)*

Second: In consideration of CONTRACTOR'S compliance with this AGREEMENT, OWNER shall pay to CONTRACTOR, at the times and in the manner provided by this AGREEMENT, the total sum of

_____ *(The basic Contract price, both in words and figures.)*

which sum is subject to increase or decrease as the quantities named in the Offer and Schedule of Prices are changed as provided in this AGREEMENT.

Third: The work shall be completed by:

100 Days

_____ *(The number of days, the limiting date, or other provisions that are consistent with the Offer and Schedule of Prices)*

Fourth: The Contract Documents that are made a part of this AGREEMENT by actual attachment or by this reference are:

1. The Notice to Contractors, being the invitation to submit a bid or Offer and Schedule of Prices,
2. The Bid Booklet for the project named above by title, including the Project Special Provisions, Additional Requirements, and Special Specifications, together with those that may be issued as supplements thereof,
3. Oregon Standard Specifications for Construction, 2021 edition (by reference only – not included in this document)
4. The Bid or Offer and Schedule of Prices of the CONTRACTOR that was submitted on _____.

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Business Name (please print): _____

Contact Name: _____ Phone: _____ Fax: _____

Address: _____

Sandy Business License #: _____

Federal Tax ID #: _____ State Tax ID #: _____

Construction Contractors Board #: _____

Please Select One: Citizen Non-Resident Alien Lawful Permanent Resident

Business Designation (check one): Individual Sole Proprietorship Partnership
 Corporation Government/Nonprofit LLC

The above information must be provided prior to contract approval. Payment information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number provided above. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject you to 31 percent backup withholding.

I, the undersigned, understand that documents referred to above are an integral part of this contract and agree to perform the work described in accordance with the terms and conditions of this contract; certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; and certify I am an independent contractor as defined in ORS 670.600.

Signed by Contractor: _____
Signature/Title Date

NOTICE TO CONTRACTOR: This contract does not bind the City of Sandy unless and until it has been executed by the City Manager or designee.

CITY OF SANDY SIGNATURES

Approved: _____
City Manager or Designee Date

Approved: _____
Project Manager Date

Reviewed: _____
City Attorney or Designee Date



(B) CONTRACT RETENTION PREFERENCE FORM

FOR: CONTRACTOR _____

PROJECT _____

TO THE CONTRACTOR:

Contractors have the following options regarding public contract retention monies. Each Contractor must choose one of the following methods of handling retention:

- 1. The City will hold all retention in the City's bank account and will disburse the money directly to the Contractor upon final acceptance of the project. No fee is charged for this option.
- 2. The City will establish and maintain an interest-bearing account in a bank, savings bank, trust company or savings association in the City's name, bearing the current interest rate. The City will deposit retention upon each progress payment, and all interest earned will be in favor of the Contractor. No monies will be released from this account until final acceptance of the project. The fee for this option is \$300.
- 3. The Contractor will deposit securities that are negotiable by the City with the City's bank, to be held in lieu of any retention. The face value of these negotiable properties will equal or exceed the anticipated total amount of retention if option 1 or 2 were chosen. This deposit must be made before any progress payments will be made on the contract. All securities deposited will be returned to the Contractor upon final acceptance of the project. The fee for this option is \$50.
- 4. For projects over \$500,000, City shall place amounts deducted as retainage into an interest-bearing escrow account. Interest on the retainage amount accrues from the date the payment request is approved until the date the retainage is paid to the contractor to which it is due. No fee is charged for this option.
- 5. The Contractor chooses to deposit a surety bond in an amount that will equal or exceed the anticipated total amount of retention if option 1 or 2 were chosen. The bond is subject to approval by the City and Contractor must comply with ORS 279C.560(7) at all times. The bond must be submitted before any progress payments will be made on the contract. The bond will be released upon final acceptance of the project. No fee is charged for this option.

The choice shall remain in effect for the life of the project. Please indicate your choice by marking one of the boxes above and have an authorized representative sign below. Any fee is due 30 days from the date the contract is signed or before any progress payments will be made on the contract, whichever is first.

If the City incurs additional costs as a result of the exercise of any of these options for retainage, the City may recover such costs by reduction of the final payment.

No progress payments shall be made until this form is returned to the Project Manager.

Signed _____

Date _____ **Print Name** _____

PROJECT NO: WW2022-010
PROJECT: 2023 Manhole Grouting Project

Capital Improvement Project Contract
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PART III – PROJECT SPECIAL PROVISIONS

The following are additions or revisions to the Public Works Standards, Construction Standard Specifications Section.

SP-1 SECTION 106.05 CONTRACT TIME

Add section 106.05(C):

- C. All construction is to be completed 120 Calendar days after notice to proceed, but no later than June 30, 2023

SP-2 SECTION 106.08 CONTRACT INCENTIVE AND LIQUIDATED DAMAGES

Add section 106.08(E):

- E. Pursuant to PWS Subsection 106.08(B), the genuine pre-estimation of the damages expected because of a delay in the completion of this project is \$100 per calendar day. These liquidated damages apply to any deadline specified in 106.05(C) above.

SP-3 SECTION 00700 GENERAL CONDITIONS

SECTION 00700

(00 72 00)

GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

USE NOTES

The following text highlights the latest changes to Section 00700 General Conditions. Division 0 and 1 Guide Specifications incorporate the updated changes and cross references to Section 00700.

Article 1: Definitions

1.2: "Contract Documents" do not include the bid. Transfer the numbers from the bid to the Agreement Form 00500.

Article 4: Bonds and Insurance

4.1: **Performance and Payment Bonds.** The length of time for each bond to remain in effect has changed and should be reviewed by counsel for the Client. The Surety for each bond must be on the U.S. Treasury's Circular 570, which is accessible on the Internet. The Client should verify each surety is acceptable.

4.3: **Insurance Requirements.** These requirements are new, detailed and extensive. They are important protection for the Client. Specific ISO (Insurance Services Office) Endorsement forms are required. Newer versions are not acceptable as they often limit the extent of coverage.

4.4: **Certificates of Insurance.** Certificates of Insurance and endorsements to the Contractor's policies are required to be provided to the Owner and Engineer before the work begins and along with the Application for Final Payment.

Article 5 – Contractor

Contractor's Construction Schedule

5.16: Detailed CPM schedules are required.

5.17: Float has been allocated in the Agreement. The Contractor waives all claims for compensation due to delays, interference or acceleration. The Contractor is entitled only to an extension of time of the contract. Counsel for the Owner should review this provision because many states limit its enforceability.

5.32: **Indemnification.** This changed provision provides more protection to the Owner and it's consultants than the prior provision.

5.36: Escrowed Bid Documents. The Owner should consider whether to require bid documents to be escrowed. If not, 5.36-5.39 may be deleted by using the Supplementary Conditions.

Article 7 Administration of the Contract

7.8: **Requests for Information (RFI) and Responses:** This is a new form, GC-1 that the contractor must use to request information and we should use to respond. We no longer use "clarifications" as a response to a RFI because in most instances there is not an ambiguity in the documents, just an inability of the Contractor to find the answer.

Article 8 – Submittals

8.3: Proposed Equivalent Form, GC-3 must be used by the Contractor as it contains a number of certifications and specific information that we must rely upon in considering the request.

8.8: **Intent of Contractor's Review:** Submittals must be on the Submittal Form, GC-2, as it contains a number of certifications.

Article 9 – Changes in the Work

9.4: **Change Orders.** This provision has been modified to include a waiver of known and **unknown claims** by the **OWNER** and Contractor, unless expressly reserved. The reservation should be on the Change Order. This should help to limit the Contractor's further requests for time or money after the Change Order has been executed.

Article 10 – Claims and Disputes

10.6: **Mediation.** Should direct negotiations not resolve a dispute, controversy or claim, then Mediation is the next step before a lawsuit or arbitration.

Article 13 – Payment and Completion

13.1: **Schedule of Values.** This submittal form is left to the discretion of the Engineer, but should be detailed enough to evaluate Applications for Payment which should use the same schedules and values (but not the same form).

13.2: **Application for Payment.** The Form, GC-4 and the timing has changed. The Form should be used as it contains certifications by the Contractor and a Recommendation (not a certification) by the Engineer. GC-4 is a Microsoft Excel Template.

13.4: **Engineer's Recommendation for Payment.** We do not certify Applications, we make recommendations to Owners. Owners may withhold additional amounts based upon legal, insurance or other considerations. The timing has changed for issuance of our recommendations.

13.9: **Contractor's List of Deficiencies:** Previously known as a Punch List, the Contractor now prepares it and we review and modify it as necessary. The sequence of its preparation, our Semi-Final Inspection, and Final Inspection has been modified and is important. These provisions place upon the Contractor the responsibility to determine substantial completion before we go to the site, otherwise the Contractor will pay for our unnecessary site visits.

SECTION 00700
GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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**SECTION 00700
GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT**

ARTICLE 1 - DEFINITIONS

1.1 The term "Contract" refers to a single identified portion of the construction which may be the whole or a part of the Project. The Project is the total construction and consists of one or more Contracts performed by the same or separate contractors or by the Owner. A single set of drawings, specifications and contract conditions may include more than one Contract; when combined with the Agreement for an individual Contract they become the Contract Documents for that Contract. The construction performed under a set of Contract Documents is the Work required by an individual Contract.

1.2 The "Contract Documents" consist of the Agreement, General and Supplementary Conditions, Drawings, Specifications, Addenda issued prior to executing the Agreement and modifications issued after executing the Agreement.

1.3 The term "Contract Price" refers to the total monies payable to the Contractor for completion of the Work in accordance with the Contract Documents.

1.4 The term "Design Engineer" refers to the firm that prepared the Contract Documents – IF APPLICABLE - and includes all of their officers, directors, shareholders, employees and consultants.

1.5 The term "Drawings" refers to the graphic and pictorial portion of the Contract Documents, showing the design, location, dimensions, details, scope and character of the Work. Drawings may include plans, elevations, sections, schedules, details and diagrams.

The terms Plans, Plan, Drawing and similar terms shall have the same meaning as the term "Drawings."

1.6 The term "Engineer" refers to the person or entity designated by the Owner to provide administration of the Contract.

1.7 The term "Notice to Proceed" refers to a written notice by the Owner to the Contractor authorizing it to proceed with the Work and establishing the date of commencement from which the Contract Time is measured.

1.8 The term "Owner" is the person or entity referred to in the Agreement and includes all of its officers, employees, and consultants.

1.9 The term "Work" means the entire construction required by the Contract Documents completed or in progress and includes all labor, materials, equipment and services necessary to fulfill the Contractor's obligations. The Work does not include the Contractor's tools, equipment, scaffolding, shoring, barricades, guardrails or any other temporary construction or safety devices employed by the Contractor to complete the Work.

1.10 Definitions of other terms are included at the beginning of each Article or in Division 1 Section 01010.

**ARTICLE 2 - CONTRACT
DOCUMENTS**

Contract Relationships

2.1 The Contract Documents constitute the entire Agreement between the Owner and the Contractor for the Work and supersede prior agreements written or oral.

2.2 The Contract Documents shall not be construed to create a duty of any kind (1) on behalf of the Design Engineer or the Engineer and toward the Contractor, any subcontractor, worker, or any other party, or

(2) on behalf of the Owner and toward any subcontractor, worker, or any other party.

2.3 Provisions in referenced standards, specifications, manuals, publications, installation instructions, operation and maintenance instructions or codes shall not change the duties or responsibilities between any of the parties involved in this work from those described in these General Conditions.

Correlation, Intent

2.4 It is the intent of the Contract Documents to include everything necessary for the proper execution of the Work as a complete functioning facility that serves the intended purpose. The Contractor shall provide all labor, material, equipment and services required by the Contract Documents or that may reasonably be inferred from the Contract Documents as being required to produce the intended result.

2.5 The Contract Documents are complementary: What is required by one shall be as binding as if required by all. Organization of the Specifications into sections and the arrangement of the Drawings on separate sheets for Mechanical, Electrical, etc. shall not control the Contractor in dividing the Work among subcontractors or among trades.

Order of Precedence

2.6 In case of conflict between different parts of the Contract Documents, the order of precedence shall be as follows:

.1 Supplementary Conditions take precedence over the General Conditions and the Specifications including Division 1;

.2 General Conditions take precedence over the Specifications including Division 1;

.3 Provisions in Division 1 General Requirements apply to all sections of the Specifications.

.4 Specifications take precedence over the Drawings;

.5 Stated dimensions take precedence over scaled dimensions;

.6 Larger scale drawings take precedence over smaller scale drawings;

.7 Detailed drawings take precedence over general or typical drawings;

.8 Specific notes on the Drawings take precedence over schedules; and

.9 Notes, descriptions or schedules take precedence over graphic representations on drawings.

.10 Higher quality takes precedence over lower quality.

.11 Greater number, amount or size takes precedence over lesser number, amount or size.

2.7 The Contractor will be furnished three (3) one-half (½) size Drawings sets, 3 copies of the Project Manual, 1 PDF copy of each and the Contractor may obtain additional copies at their cost of reproduction.

Use of Contract Documents

2.8 The Drawings, Specifications and other documents prepared by the Design Engineer, are instruments of service to which the Design Engineer retains legal title, including copyright rights. These instruments of service shall not be used on other projects, for subsequent changes to this project, and shall not be changed or modified without the written permission of the Design Engineer.

2.8.1 Nothing herein shall relieve the Contractor of its obligation to notify the Owner of any inconsistencies in the Contract Documents. Should it appear that the Work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the Contract Documents or in the event of a conflict, inconsistency or discrepancy in the Contract Documents, the Contractor shall immediately submit an RFI to the Owner in writing for such further written explanations as may be necessary. Any adjustment(s) to the Work made by Contractor without first obtaining written clarification from the Engineer shall be at Contractor's risk and expense and shall be subject to removal if required by Owner.

2.8.2 Contractor Deviations. No deviation by the Contractor from the Contract Documents relating to any portion of the materials, labor services or equipment required for the Work shall be construed to set a precedent with respect to subsequent interpretation of the Contract Documents or performance of the Work unless such a deviation is documented in a Change Order to the Contract.

and underground facilities is based on data provided by the utility or facility owners or by others. The Contractor may rely on the information shown in the Contract Documents for purposes of establishing the Scope of Work included in the Contract Price but the Owner and the Design Engineer are not responsible for the adequacy or completeness of such information for the Contractor's bidding or construction purposes.

ARTICLE 3 - LAND, EXISTING CONDITIONS, LAYOUTS

Land

3.1 The Owner shall furnish access to the land on which the Work is to be performed including rights-of-way and easements for access. The Contractor shall confine its operations to the land furnished or to that portion of the land indicated on the Drawings. The Contractor shall provide all other land that it may require.

Existing Conditions

3.2 Execution of the Agreement by the Contractor is a representation that the Contractor has visited the site and has become familiar with existing and local conditions which may affect the Work and has included all costs associated therewith in its Bid.

Subsurface Soil Conditions

3.3 If information on subsurface soil conditions was obtained for design purposes, the Contractor may rely on the boring logs as a representation of soils that existed at the location of the boring at the time the borings were made but may not rely on the interpretations or opinions contained in the report nor on the completeness or adequacy of the information for the Contractor's bidding or construction purposes.

Existing Utilities and Underground Facilities

3.4 Information shown with respect to existing concealed or underground utilities

Existing Structures

3.5 Information on existing structures and facilities including concealed utilities was obtained from such records as were available from facility owners and not from exhaustive field investigations. The Contractor may rely on technical data for existing structures and facilities including concealed utilities when such data are shown in the Contract Documents but not on the completeness or adequacy of such data for the Contractor's bidding or construction purposes.

Contractor Responsible for Damage

3.6 The Contractor shall be responsible for:

- .1 verifying the existence and location of all utilities and underground facilities, including the use of potholing, hand excavations and hand demolition;
- .2 coordinating work with utility and facility owners;
- .3 protection of concealed and underground utilities and underground facilities from damage;
- .4 the repair or replacement of utilities or underground facilities damaged by the Contractor's failure to exercise reasonable care; and
- .5 damage to others due to loss of utility service resulting from the Contractor's operations.

Differing Conditions

3.7 If the Contractor encounters:
(1) subsurface or otherwise concealed physical conditions which differ materially

from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character covered by these Contract Documents, (3) material that the Contractor believes may be hazardous waste as defined by law, the Contractor shall immediately report them to the Engineer. Failure to notify the Engineer of a differing condition prior to performing additional work shall prejudice the Owner and shall be a waiver by Contractor of any and all claims arising from the differing conditions. If the Engineer determines that conditions encountered are materially different from those indicated in the Contract Documents or ordinarily encountered in work of the character required and that the differing conditions cause a change in the Contractor's cost or time, it will recommend an equitable adjustment in Contract Price and/or Time. The Contractor's failure to notify the Owner of differing conditions that cause a reduction in the Contractor's cost or time shall not affect the Owner's right to make a Claim for adjustment in Contract Price and/or Time. If either the Contractor or the Owner disagrees with the Engineer's recommendation, they may make a Claim under Article 10.

Contractor Responsible for Safety Precautions

3.8 The Contractor shall take all precautions required to protect workers and others from known and unknown or concealed hazards including verifying the location of concealed and underground utilities and underground facilities with utility and facility owners, potholing, hand excavation and hand demolition and shall not rely on the adequacy, accuracy or completeness of information provided in the Contract Documents or elsewhere by the Owner, the Engineer or the Design Engineer. The Contractor shall be solely responsible for and take all responsibility for safety in, on, or about the site.

Reference Points, Layout

3.9 The Owner shall provide reference points to establish property corners, a baseline and an elevation. The Contractor shall protect reference points provided by the Owner and shall reset any that are damaged. The Contractor shall hire a surveyor licensed in the state where the project is being built to reset and document baseline reference points, elevation bench marks and property corners that are damaged.

3.10 The Contractor shall layout the Work from the reference points provided and shall be responsible for accurate location, alignment, elevation and level of the completed Work.

ARTICLE 4 - BONDS AND INSURANCE

Performance and Payment Bonds

4.1 The Contractor shall furnish Performance and Payment Bonds, each in an amount equal to the Contract Price as security for the faithful performance and payment of the Contractor's obligations under the Contract Documents. The Payment Bond shall remain in effect for at least two (2) years after final acceptance. The Performance Bond shall remain in force the greater of: (a) four (4) years after final completion and final acceptance of all work, or (b) until the expiration of all Warranties and Guarantees as required by the Contract Documents. All Bonds shall be in the forms prescribed by law and by the Contract Documents and be executed by Sureties named in the current list of "Certified Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds or Certified Reinsurer Companies Holding Certificates Of Authority As Acceptable Reinsuring Companies" published in Circular 570 (most recent amendment) by the Audit Staff Bureau of Accounts, U.S. Treasury Department (www.fms.treas.gov/c570/index.html) and is

admitted to issue bonds in the states in which the Project is located and all Work is performed. If the Surety is declared bankrupt or becomes insolvent or its right to do business is terminated by the state where the Work is located or if it ceases to meet the foregoing listing requirement, the Contractor shall provide another Bond meeting the stated requirements. All Bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

4.2 Sureties shall specifically waive all rights of notice of and consent to change, extension of time, alteration or addition to the terms of the Contract. The Contractor shall be responsible for notifying Sureties of all events that may affect them.

Insurance Requirements

4.3 The Contractor shall, at its sole cost, obtain and maintain, in force and effect for the duration of the Contract, including the Guarantee and Warranty periods, insurance of the following types with limits not less than those set forth below, in a company or companies with a Best's rating of no less than A:VII and admitted to issue insurance in the jurisdiction(s) in which all work is to be performed, where the site is located and where any waste is transported or deposited. The Contractor shall require compliance with these Insurance Requirements by its lower tier subcontractors:

.1 Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory or province having jurisdiction over the Contractor's employees and Employer's Liability Insurance with limits the greater of the statutory requirements, or \$1,000,000 per accident and, for bodily injury by disease, \$1,000,000 per employee. Coverage shall include all work covered under the U.S. Longshoreman's and Harbor Workers' Compensation Act and Jones Act. The Contractor shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation insurance, or otherwise

attempt to opt out of the statutory Workers' Compensation system. This insurance shall contain a waiver of subrogation against the Owner, the Engineer, and the Design Engineer and each of their officers, employees, agents and consultants.

.2 Commercial General Liability Insurance (Occurrence Form) ISO Form CG 00 01 12 04 with a full defense and indemnity, and unless modified in the Supplementary Conditions, shall include:

(a) a minimum combined single limit of

liability of \$3,000,000 or the limits required

by law, whichever is greater for each

occurrence for bodily injury and property

damage;

(b) a minimum limit of liability of

\$3,000,000 each person for personal and

advertising injury liability;

(c) a minimum limit of liability of

\$3,000,000 each occurrence for

products/completed operations liability.

The products/completed operations

liability shall be maintained in full force and

effect for not less than 10 years following

completion of any of the Contractor's work;

(d) a general aggregate limit of not less

than \$3,000,000, which shall be provided on

a per project basis by means of ISO Endorsement CG 25 03 11 85 or approved equivalent;

(e) an endorsement that names the Owner, the Engineer, and the Design Engineer and each of their officers, employees, agents and consultants as additional insureds. Such endorsement shall be made upon an ISO Endorsement CG 20 10 11 85 or approved equivalent (CG 20 10 04 13 is not equivalent or acceptable), Additional Insured - Owners, Lessees or Contractor (Form B) and shall state "insurance is primary and all other insurance shall be noncontributory" and shall waive all rights of subrogation against the additional insureds;

(f) XCU coverage for claims arising from explosion, collapse and underground damage;

(g) Pollution Impairment Liability coverage of not less than \$1,000,000;

(h) Contractual liability coverage for all oral and written contracts including the indemnity provisions contained herein;

(i) Deductibles shall not exceed \$5,000 per occurrence and shall be the sole responsibility of the Contractor;

(j) Cross Liability, Separation of Insureds endorsement, or coverage for Severability of Interest shall be included;

(k) Claims made policies are not acceptable;

(l) Coverage for Work performed on or within 50 feet of a railroad, by deletion of any limitation or exclusion of coverage on or within 50 feet of a railroad or by a Railroad Protective Liability policy which complies with Article 4.3.2 (a), (d), (e), and (h)-(k).

.3 Automobile Liability Insurance covering use of all owned, non-owned and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$3,000,000 per occurrence, and shall include:

(a) An endorsement that names the Owner, the Engineer, and the Design Engineer and each of their officers, employees, agents and consultants as additional insureds, states such "insurance is primary and all other insurance shall be noncontributory", and waives all rights of subrogation against the additional insureds;

(b) Cross Liability, Separation of Insureds endorsement, or coverage for Severability of Interest;

.4 Property Insurance shall be on an all-risk policy form and shall include:

(a) A minimum limit of liability in the amount of the initial Contract Price as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis without voluntary deductibles;

(b) The interests of the Owner, the Contractor, the Engineer, and the Design Engineer and each of their officers, employees, agents, consultants, and all tiers of subcontractors, all of whom shall be listed as insureds or additional insureds and the

policy shall, by endorsement, waive all rights of subrogation against the insureds and additional insureds and the endorsement shall state: "Subrogation: This insurance shall not be invalidated should the named Insured waive in writing prior to a loss, any right of recovery against any person for loss occurring to the property described.";

(c) Coverage for the Completed Value. If the Owner is damaged by the failure of the Contractor to maintain such insurance, the Contractor shall bear all reasonable costs properly attributable thereto;

(d) Coverage against the perils of fire and extended coverage and all physical loss or damage including, without limitation or duplication of coverage:

(i) lightning, windstorm, hail, smoke, explosion, riot, riot attending a strike, civil commotion, aircraft and vehicles;

(ii) theft, vandalism, malicious mischief, and water damage;

(iii) collapse, flood including tidal waves or overflow from bodies of water, landslide, water pressure or earth movement and earthquake;

(iv) removal of debris resulting from an insured loss and demolition occasioned by enforcement of any applicable legal requirements;

(v) falsework, temporary buildings and safety devices used by the Contractor to perform the Work;

(vi) portions of the Work stored on and off the site and in transit when such portions of the Work are included in an Application for Payment (including Inland Marine coverage and Installation and Equipment Floater coverage as applicable);

(vii) and shall cover compensation for the services of the Design Engineer and the

Engineer required as a result of the insured loss.

(viii) flood and tidal wave insurance coverage shall be for the maximum percentage of the Contract Price permitted by law.

(e) Remaining in full force and effect until the Final Payment has been made to the Contractor. The property insurance policy shall be endorsed to allow for partial use or occupancy by the Owner without permitting a cancellation or lapse of insurance coverage;

(f) Deductibles shall not exceed \$5,000 per occurrence with a deductible aggregate of \$5,000. The Contractor shall pay for deductible losses at no cost to any other insured or additional insured.

.5 Boiler and Machinery Insurance shall be provided as required by the Supplementary Conditions or by law.

Certificates of Insurance

4.4 Prior to beginning any Work, the Contractor shall file with the Owner, Design Engineer and Engineer, Certificates of Insurance in a form satisfactory to Owner

and Engineer (ACCORD form) along with a copy of all endorsements as required in Article 4.3. The certificates shall name each additional insured required by these General Conditions, shall state "insurance is primary and all other insurance shall be noncontributory", shall waive all rights of subrogation against the additional insureds; and shall also contain a provision that the Owner, Design Engineer and Engineer shall be notified in writing 30 days before the policies may be canceled or allowed to expire or any reduction in coverage. An additional certificate shall be submitted with the final Application for Payment showing required continuation of coverage beyond the Final Payment.

Property Insurance: Adjustment of Loss

4.5 A loss insured under the Contractor's property insurance shall be adjusted with the Contractor and made payable to the Contractor as fiduciary for the insured, as their interests may appear subject to the requirements of any applicable mortgage clause. The Contractor shall deposit the insurance proceeds in a separate account, and shall distribute payment to the parties in proportion to their cost for repairing or replacing the damaged Work. The Contractor shall provide a complete audited accounting of the distribution of insurance proceeds to all parties of interest.

ARTICLE 5 - CONTRACTOR

5.1 As a material inducement to enter into this Agreement, Contractor represents it and its subcontractors are skilled in the type of work required by the Contract Documents and is licensed in accordance with applicable law. The Contractor shall perform at least ten percent of the dollar value of the Work using personnel on its own payroll.

Supervision

5.2 The Contractor shall supervise and direct the Work using its best skill and attention. The Contractor shall employ a

competent superintendent to represent the Contractor at the site at all times work is being performed. The Superintendent shall not be replaced without reasonable cause and notice to the Engineer. Communications given to the Superintendent shall be as binding as if given to the Contractor.

Contractor Responsible for Means and Methods

5.3 The Contractor shall be solely and completely responsible for and have control over construction means, methods, techniques, sequences, procedures and safety and for coordinating all portions of the Work under the Contract Documents. The Owner, the Engineer, and the Design Engineer and each of their officers, employees, agents and consultants shall not be responsible for any construction means, methods, techniques, sequences, nor for safety in, on or about the site, nor for coordinating any part of the Work.

Labor, Material and Equipment

5.4 The Contractor shall provide and pay for labor, material, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, communications, and other facilities and services necessary for the proper execution and completion of the Work.

5.5 The Contractor warrants to the Owner, the Engineer, and the Design Engineer and each of their officers, employees, agents and consultants that materials and equipment furnished under the Contract will be of good quality, that the Work will be free from defects, that all material, equipment, hardware, software and firmware products provided to the Project will strictly conform with the requirements of the Contract Documents. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Work not conforming to these requirements, including Proposed Equivalents not

Favorably Reviewed, may be considered defective. The Contractor's warranty excludes remedy for damage caused by the Owner's abuse, modification, improper maintenance, improper operation, or normal wear.

5.6 The Contractor shall enforce strict discipline and good order among persons performing the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

5.7 The Contractor shall be responsible to the Owner, the Engineer, and the Design Engineer and each of their officers, employees, agents and consultants for the acts and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

Subcontractors and Suppliers

5.8 Unless listing subcontractors at the time of bidding is required by the bidding documents, the Contractor shall furnish a list of all subcontractors whose work amounts to one-half percent or more of the Contract Price prior to beginning construction. The Contractor shall not contract with any subcontractor to whom the Owner or the Engineer has made reasonable and timely objection.

5.9 Contracts between or among the Contractor, suppliers and subcontractors shall (1) require each supplier and subcontractor to be bound to the Owner, Engineer and Contractor by the terms of these Contract Documents, and to assume toward the Contractor, the Owner, the Engineer, and the Design Engineer and each of their officers, employees, agents and consultants all the obligations and responsibilities including but not limited to insurance and indemnity requirements which the Contractor, by these Contract Documents, assumes toward the Owner, the Design Engineer and the Engineer, and (2) at the Owner's option, provide for the

assignment of subcontracts to the Owner at Owner's request.

Taxes, Permits, Fees and Notices

5.10 The Contractor shall pay sales, consumer, use, and other similar taxes which are legally enacted when bids are received. The Contractor shall secure and pay for the building permit (less the Plan Review fee) and other permits and governmental fees, licenses and government required inspections necessary for proper execution and completion of the Work including utility connection fees. The Owner will submit the Drawings, Specifications and other required data to the Building Official prior to bidding and will pay for the Plan Review fee. The Owner will pay capital cost assessments such as plant investment fees required by utility owners.

5.11 The Contractor shall give all notices and shall comply with all laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on furnishing and performing the Work.

Patents

5.12 The Contractor shall include in its bid and shall pay royalties and license fees required for the use of all patents. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the Owner, the Engineer, and the Design Engineer and each of their officers, employees, agents and consultants harmless from loss on the account thereof.

Documents at the Site, Record Drawings

5.13 The Contractor shall keep a complete set of Contract Documents including all modifications and all favorably reviewed submittals at the site. The Contractor shall prepare Record Drawings by neatly adding the following information in ink at least once a week to a set of Contract Drawings: (1) references to Contract modifications including Responses to Request For Information, minor changes and Change Orders; (2) as-built work that

differs from work shown on the Contract Drawings; and (3) the dimensioned, as-installed location of major underground and concealed utilities, conduits, piping, tanks, facilities and similar items. Record Drawings shall be made on a clean copy of the Contract Drawings furnished under General Conditions paragraph 2.7 and not used for any other purposes. The Contractor shall make Record Drawings available to the Engineer to verify progress. The Contractor shall submit and obtain favorable review of the Record Drawings prior to Final Acceptance.

Review of Contract Documents and Field Conditions

5.14 Before starting work, the Contractor shall carefully study and compare the Contract Documents with each other and with existing site conditions and field measurements. The Contractor shall immediately report any discovered deficiencies including code violations to the Engineer, in writing. The Contractor is not responsible for finding all deficiencies but will be held responsible for construction required to correct deficiencies or code violations that the Contractor had knowledge of or should reasonably have had knowledge of and did not report to the Engineer in writing.

Contractor's Construction Schedule

5.15 Within 10 days after the date in the Notice to Proceed and prior to the commencement of any onsite work, Contractor shall submit:

.1 a temporary construction schedule covering the first 60 days of the Contract Time. The submittal shall be graphic and in electronic form. The electronic information submitted shall include files using the specified scheduling software format, if specified, and an easily readable file such as Adobe Acrobat PDF;

.2 a proposed Critical Path construction schedule, which shows each constituent operation, quantity, rate and period required to accomplish the Work;

.3 the proposed method of procedure, which enumerates the methods and equipment to be employed during each phase of the Work; and

.4 a plan, which indicates the storage and working areas desired to accomplish the construction and is acceptable by the Engineer and the Owner.

5.16 Within 30 days after the date in the Notice to Proceed, the Contractor shall prepare and submit for the Owner's and the Engineer's information a construction schedule for the Work. Unless a specific type of schedule is specified in Division One, the form of schedule may be selected by the Contractor if acceptable by Engineer, and the schedule shall show the beginning and ending date for each major construction task by each trade and the interdependencies between tasks, and shall identify the critical sequence of tasks (or "Critical Path") that determines the shortest time required to complete the Work. The construction schedule shall: (i) not exceed the Contract Time and Milestone dates established in the Contract Documents; (ii) be updated at monthly intervals or as requested by the Engineer; (iii) be related to the entire Project; and (iv) provide for expeditious and practicable execution of the Work. The schedule shall reflect input from the Contractor's subcontractors and suppliers, shall include an allowance for normal unfavorable weather and enough float time to accomplish all clarifications, requests for information, all submittals and changes required in the Contract Documents, and shall not exceed time limits specified in the Contract Documents. If the Contractor's schedule shows a shorter construction period than provided in the Contract Documents, the Contractor's schedule shall be a Critical Path Method (CPM) type schedule, shall be prepared in sufficient detail to demonstrate the feasibility of early completion and shall be submitted within 30 days after beginning construction. This CPM schedule shall show all required submittals and dates for ordering, shipping

and receiving critical materials and equipment. Contractor's submittals shall be submitted with sufficient time to permit 30 days for a response and not impact Contractor's schedule. The submittals shall be graphic and in electronic format. The electronic information submitted shall include files using the specified scheduling software format, if specified, and an easily readable file such as Adobe Acrobat PDF.

5.16.1 Format. Unless otherwise provided in the Specifications, the construction schedule shall be in a detailed precedence Critical Path Method ("CPM") or Primavera-type format satisfactory to the Engineer, which shall also: (i) provide a graphic representation of all activities and events that will occur during performance of the Work; (ii) identify each phase, design, construction and maintenance; and (iii) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as Milestone dates). At a minimum the Construction Schedule shall depict the schedule or Work on a discipline by discipline and trade by trade basis and tasks within each discipline and trade. The Construction Schedule shall include (i) proposed activity sequences and durations showing the amount of Float for each activity; (ii) Milestone dates for receipt and acceptance of pertinent information, including Owner-supplied information and approvals by public authorities having jurisdiction over the Project; (iii) dates for preparation and processing of Submittals; (iv) dates for delivery of materials or equipment requiring long-lead time procurement; (v) Owner's occupancy /use requirements showing portions of the Project having occupancy priority; (vi) the dates of Substantial and Final Completion; and (vii) other information reasonably required by Owner.

5.16.2 Updates. With each Application for Payment submitted by Contractor (other than the final Application for Payment), the Contractor shall submit to the Engineer an

updated construction schedule revised to indicate the portion of the Work executed, all progress slippages, corrective actions taken, or slippage carry-over, for all anticipated delays of difficulties, and all other information required to accurately present the actual status of the progress of the Work as of the date of the Application for Payment. If the Contractor does not submit an updated construction schedule with an Application for Payment, Owner shall withhold payment, in whole or in part. In the event any update to the Project Schedule indicates any delays to the Contract Time that are the fault of Contractor or others for whom Contractor is responsible, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any construction schedule update constitute an adjustment in the Contract Time, any deadline, or the Contract Price unless any such adjustment is agreed to by the Owner and authorized pursuant to Change Order.

5.16.3 Daily Logs. Contractor shall maintain a daily log containing a record of weather, Contractor's own forces working on Site; Subcontractors working on the Site; number and labor classification of workers or each Subcontractor on Site; materials delivered; major equipment on Site, Work started, completed and accomplished that day; approximate count of all personnel at the Project Site; inspections tests and visitors; accidents, any Work stoppages, delays, shortages or losses; problems encountered and other similar relevant data as the Owner may reasonably require. The daily log shall be signed by Contractor's Superintendent, submitted by 4:30p.m. on the next Working Day to Engineer and shall be made available to others as directed by Owner.

5.16.4 Performance. The Contractor shall perform the Work in accordance with the most recent construction schedule and schedule of Submittals accepted by the Owner. The Contractor shall monitor the

progress of the Work or conformance with the requirements of the Construction schedule and shall promptly advise the Engineer and Owner of any delays or potential delays.

5.16.5 Extraordinary Measures. In the event the Owner determines that the performance of the Work has not progressed or reached the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including without limitation: (i) working additional shifts or overtime, (ii) supplying additional manpower, equipment, and facilities and (iii) submitting a recovery schedule for re-sequencing performance of the Work or other similar measures. Such corrective measures shall continue until the progress of the Work complies with the stage of completion as required by the Contract Documents. The Contractor shall not be entitled to an adjustment in the Contract Price in connection with the corrective measures required by the Owner under or pursuant to this section. The Owner may exercise these rights pursuant to this section as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with the Contract Time or interim completion dates set forth in the Contract Documents. If Contractor or its Subcontractors fail to implement or commence corrective measures within ten (10) calendar days of Owner's written demand, Owner may, without prejudice to other remedies take corrective action at the expense of the Contractor and shall reduce the Contract Price.

5.17 It is agreed that the Contract Price includes the Contractor's office and field overhead, profit and related charges for the full Contract Time. The Contractor may, at its option, complete the Work in a shorter period than the Contract Time but the Contractor may not make a claim for extended overhead or other charges for: (1) delays that extended completion beyond the date planned by the Contractor but not beyond the Contract Time,

and (2) delays contemplated by the Contractor and the Owner. All float in the schedule shall first be for the benefit of the Owner, the Engineer, the Design Engineer and then for the benefit of the Contractor. To the fullest extent permitted by law, the Contractor on behalf of itself and its subcontractors, waive any and all claims for damages attributable to delays, interference, or acceleration caused by the Owner, the Engineer, the Design Engineer and each of their officers, employees, agents and consultants and the Contractor and its subcontractors shall be entitled to an extension of the Contract Time as their exclusive remedy.

5.18 The construction schedule shall provide for expeditious and practicable execution of the Work and shall be revised and submitted monthly unless excused by the Engineer in writing. The Contractor shall conform to the most recent schedule.

5.19 The Contractor shall prepare and keep current, for the Engineer's information, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows 30 days for the Engineer's review of each submittals and 30 days for review of each resubmittal.

Safety of Persons and Protection of Property

5.20 The Contractor shall be solely and exclusively responsible for construction safety means and methods and for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Contract.

5.21 The Contractor shall take all necessary precautions for safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or

the Contractor's subcontractors or sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

5.22 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

5.23 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, necessary fences and other safeguards for safety and protection of persons and property on and off the site and shall: (1) post danger signs and other warnings against hazards, (2) promulgate safety regulations, and (3) notify owners and users of adjacent sites and utilities when the Contractor's operations may affect them.

5.24 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry out such activities under supervision of properly qualified personnel.

5.25 The Contractor shall promptly remedy damage and loss to property that the Contractor is required to protect caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable. The Contractor shall not be responsible for damage or loss resulting solely from the acts or omissions of the Owner or the Engineer or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable. The foregoing obligations of the Contractor are in addition to the Contractor's

obligations under the Indemnification clause in this Article 5.

5.26 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing to the Owner and Engineer.

5.27 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs required in connection with the Work and shall send copies of all accident, injury or work-related illness reports and of all notices of unsafe conditions to the Engineer.

5.28 The Contractor shall not load or permit heavy weights to be placed on any part of the construction or site so as to endanger its safety.

Hazardous Materials

5.29 If the Contractor encounters material on the site which it reasonably believes may contain asbestos, polychlorinated biphenyl (PCB) or other hazardous material, the Contractor shall stop work in the affected area and shall notify the Owner in writing. The Owner shall have the suspected material tested and if found to contain asbestos, PCB or other hazardous material, the Owner shall have the material removed or rendered harmless. Work in the affected area may be resumed when the Owner gives written notice that the material containing asbestos, PCB or other hazardous material has been removed or made harmless. If halting work in the affected area impacts the Contractor's critical path for construction, the delay will be regarded as an Excusable Delay and the Contract Time will be extended.

Owner's Indemnification for Hazardous Materials

5.30 To the fullest extent permitted by law, the Owner shall indemnify and hold

harmless the Contractor, Engineer, Design Engineer, and each of their consultants, agents, employees, officers, and shareholders from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from work in areas affected by asbestos, polychlorinated biphenyl (PCB) or other hazardous material, the presence and location of which has not been identified by the Owner in writing.

Emergencies

5.31 In an emergency affecting safety of persons or property, the Contractor shall act as required to prevent threatened damage, injury or loss without instruction or authorization from the Owner or Engineer. Additional compensation or extension of time claimed by the Contractor on account of such an emergency shall be determined as provided under Article 10.

Indemnification

5.32 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, the Engineer and the Design Engineer and each of their agents, consultants, officers, employees, and shareholders from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, caused in whole or in part, or arising out of, connected with, or resulting from the performance of the Work, regardless of whether or not such liability, claim, damage, loss or expense was caused in part by any negligent act or omissions, whether active or passive, by a party indemnified hereunder. The Contractor stipulates that this provision has been negotiated in accordance with applicable law to be fully enforceable.

5.33 The obligation of the Contractor under this indemnity and hold harmless agreement shall not apply to liability for damages arising from the sole negligence or willful misconduct of the Owner, the Engineer, or the Design Engineer or their agents, consultants, employees, officers, shareholders or

independent contractors (other than the Contractor).

5.34 The Contractor's liability to the Owner, Engineer and Design Engineer under this Indemnification Clause shall not be limited by any legal limitation on the amount or type of damages, compensation or benefits payable under workers' compensation acts, disability benefit acts or other employee benefit acts.

5.35 The Contractor's liability insurance shall provide coverage for the Contractor's obligations under this Indemnification Clause in accordance with paragraph 4.3.

Escrowed Bid Documents

5.36 Contractor shall submit, within twenty-four (24) hours after award of the Contract, one copy of all documentary information generated in preparation of Bid prices for the Work and shall include all Subcontractor and Material Supplier estimates. This material is hereinafter referred to as "Escrowed Bid Documents" and shall be submitted in sealed containers and clearly marked "Escrowed Bid Documents." The Escrowed Bid Documents of the successful Contractor will be held in escrow for the duration of the Contract.

5.36.1 The Escrowed Bid Documents are, and shall always remain, the property of the Contractor, subject to joint review by the Owner, Engineer Contractor and their agents, as provided for herein.

5.36.2 The Owner stipulates and expressly acknowledges that all or parts of the Escrowed Bid Documents, as defined herein, constitute trade secrets. This acknowledgement is based on the Owner's express understanding that the information contained in the Escrowed Bid Documents may not be known outside Contractor's business, may be known only to a limited extent and only by a limited number of employees of the Contractor, is safeguarded while in the Contractor's possession, is extremely valuable to

Contractors and could be extremely valuable to Contractor's competitors by virtue of it reflecting Contractor's techniques of construction. Owner further acknowledges that Contractor expended substantial sums of money in developing the information included in the Escrowed Bid Documents and further acknowledges that it would be difficult for a competitor to replicate the information contained therein. Owner further acknowledges that the Escrowed Bid Documents and the information contained therein are being provided to Owner only because it is an express prerequisite to award of the Contract. Owner further acknowledges that the Escrowed Bid Documents include a compilation of information used in Contractor's business, intended to give Contractor an opportunity to obtain an advantage over competitors who do not know of or use the contents of the documentation. Owner further agrees to safeguard the Escrowed Bid Documents against disclosure to the fullest extent permitted by law. In the event a third party requests disclosure of all or parts of the Escrowed Bid Documents, the Owner shall immediately notify the Contractor and cooperate with Contractor's efforts to prohibit disclosure.

5.36.3 The Contractor agrees, acknowledges, represents and warrants that as a condition of award of the Contract, that the Escrowed Bid Documents constitute all the information used in the preparation of the Bid and that no other bid preparation information shall be considered in resolving disputes or claims. The Contractor also agrees that nothing in the Escrowed Bid Documents shall change or modify the terms or conditions of the Contract Documents.

5.36.4 Purpose. The purpose of the "Escrowed Bid Documents" procedure can best be explained by defining what this program is intended to accomplish and what this program is not intended to accomplish.

5.36.5 To Be Accomplished.

.1 Create a spirit of cooperation in an atmosphere of honesty and candor between the Owner and the Contractor.

.2 Establish a base line of the Contractor's accepted proposal.

.3 Provide an objective data bank to facilitate the determination and negotiation of changes/additions/deletions.

.4 Minimize Owner/Contractor disputes and streamline the resolution of these disputes.

.5 Creates risk sharing between the Owner and Contractor thereby eliminating contingency costs to the Owner for conditions which may never occur.

5.36.6 Not To Be Accomplished.

.1 Not to be used by the Owner to evaluate the Contractor's anticipated construction methods and procedures.

.2 Not to be used to any extent to furnish information from the Contractor's bid to any organization, company or individuals other than the Owner's and Engineer's staff and claims consultants associated with the Project.

.3 Not to be reproduced by the Owner except by mutual agreement.

.4 Not to create additional expense to the Contractor during bid preparation.

Content of Escrowed Bid Documents.

5.37 Contractor may submit Escrowed Bid Documents in its usual estimating format; a standard format is not required. It is not the intention of this requirement to cause the Contractor extra work during the preparation of the bid but to ensure that the Escrowed Bid Documents will be adequate to, enable complete understanding and proper interpretation for their intended use

5.37.1 It is required that the Escrowed Bid Documents clearly itemize the estimated costs of performing the Work as required to present a detailed cost estimate and allow a detailed cost review. Crews, equipment,

takeoff quantities, and rates of production shall be detailed. Estimated costs shall be broken down into the Contractor's usual estimate categories such as direct labor, repair labor, equipment ownership and operation, expendable materials, permanent materials, and Subcontract costs as appropriate. Plant and equipment and indirect costs shall be detailed in the Proposer's usual format.

5.37.2 All costs shall be identified. For items amounting to less than \$10,000, estimated unit costs are acceptable without a detailed cost estimate, provided that labor, equipment, materials, and Subcontracts, as applicable, are included and provided that indirect costs, contingencies, and markup, as applicable, are allocated.

5.37.3 The Escrowed Bid Documents shall include all quantity takeoffs, calculations of rates of production and progress, copies of quotes from Subcontractors and Material Suppliers, and memoranda, narratives, add/deduct sheets and all other information used by the Contractor to arrive at the prices contained in the Bid.

5.37.4 The Escrowed Bid Documents shall be accompanied by the certification signed by a corporate officer authorized by the Contractor stating that the material in the Escrowed Bid Documents constitute all the documentary information used in preparation of the bid and that the Contractor has personally examined the contents of the Escrowed Bid Document container and has found that the documents in the container are complete.

Initial Examination

5.38 Escrowed Bid Documents of the Contractor will be examined, organized, and inventoried immediately upon receipt by a representative of the Owner and a representative of the Engineer.

5.38.1 This examination is to ensure that the Escrowed Bid Documents are legible and complete. It will not include review of and will not constitute approval of proposed

construction methods, estimating assumptions, or interpretations of Contract Documents. Examination will not alter any condition or term of the Contract.

5.38.2 Should the examination and inventory by the Owner or Engineer indicate that data is incomplete or missing, the representatives will describe such incomplete or missing data to the Contractor who shall supply it within twenty-four (24) hours.

5.38.3 If all the itemized cost breakdowns and allocations required previously mentioned herein have not been made, due to last minute bid revisions, the detailed breakdown of estimated costs shall be reconciled and revised by agreement between the Contractor and Owner before making the award.

Subsequent Examinations

5.39 The Escrowed Bid Documents may be examined at any time deemed necessary by both the Owner and the Engineer in order to determine the Contractor's bid concept and assumptions and to assist in the negotiation of price adjustments and Change Orders and the settlement of disputes and claims.

5.39.1 Examination of Escrowed Bid Documents is subject to the following conditions:

(a) The Escrowed Bid Documents are proprietary and confidential as to trade secrets contained therein.

(b) The Owner and the Contractor shall each designate in writing to the other party and within ten (10) calendar days after execution of the Contract, representatives who are authorized to examine the Escrowed Bid Documents. No other person shall have access to the Escrowed Bid Documents. The designated representatives may be amended from time to time by either party.

(c) Access to the Escrowed Bid Documents may take place only in the

presence of duly designated representatives of both the Owner and Contractor.

(d) The Owner will take reasonable steps to protect the Escrowed Bid Documents from disclosure not permitted by this agreement.

Conditions for Return to Contractor

5.40 Upon completion of the Contract issuance of Final Payment by the Owner, verification that all litigation has been completed, and verification that future litigation does not exist, the Escrowed Bid Documents will be sealed and promptly returned to the Contractor by the party in charge of the Escrowed Bid Documents. Reproducing of any portion of the Escrowed Bid Documents will not be permitted at any time without written permission from the Contractor.

ARTICLE 6 - OWNER

Owner's Right to Perform Work and Award Separate Contracts

6.1 The Owner reserves the right to perform construction within, related to or adjacent to the Work as a separate activity using its own workers or by contracts with separate contractors under contract conditions similar to those in Article 4 with respect to insurance and subrogation. The Owner shall provide coordination of these separate activities with the Work of the Contractor.

6.2 The Contractor shall cooperate with the Owner's separate contractors and workers and shall afford them access to their work areas and space to store materials, tools and equipment. The Contractor shall adjust its construction schedule to reflect agreed upon interfaces with the Owner's separate activities.

Mutual Responsibility

6.3 If part of the Contractor's work depends on or must interface with work performed by the Owner as a separate activity, the Contractor shall (1) cooperate

with the Owner's coordination of the work efforts, (2) inspect work provided by the Owner's separate activities for compatibility with work provided or intended to be provided by the separate contractor, and (3) report to the Owner and the Engineer, prior to proceeding with work that may be affected, any deficiencies in work planned or executed by the Owner that would render it incompatible with work planned or completed by the separate contractor.

6.4 If the Contractor is caused delay or additional cost because of the Owner's separate activities, it may make a Claim as provided under Article 10.

Owner's Right to Stop the Work

6.5 If the Contractor fails to correct defective work or continues to perform defective work, the Owner may issue a signed order directing the Contractor to stop the Work or a portion of the Work until the defective work has been corrected. This right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

Owner's Right to Carry Out The Work or Correct Defective Work During Construction

6.6 If the Contractor fails to remove and replace or correct Defective Work, or if the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails to cure the defect, fault or neglect within 7 days after receipt of written notice from the Owner, the Owner may issue a second notice warning the Contractor that if it does not correct the defect, fault or neglect within the second 7-day period the Owner will, without prejudice to other remedies the Owner may have, correct such deficiencies. In which case, the Owner will deduct the cost of correcting such deficiencies, including compensation for any additional engineering services required, from payments due the Contractor. If payments then or thereafter

due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. The Owner's right to correct Defective Work during the Guarantee Period is covered in Article 12.

ARTICLE 7 - ADMINISTRATION OF THE CONTRACT

7.1 At the Owner's option, either the Owner or the Engineer designated by the Owner will provide administration of the Contract and will be the Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the Guarantee Period. If an engineer other than the Design Engineer is appointed to be the Engineer to administer the Contract during construction, the duties and responsibilities of the Engineer and the Design Engineer during construction will be defined in the Supplementary Conditions, in Division One of the Specifications or in a modification to the Contract.

7.2 The Engineer may visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in accordance with the Contract Documents. However, the Engineer will not be required to make exhaustive or continuous on-site inspections to check quality or quantity of the Work. The Contractor shall not rely upon the Engineer's site visits nor raise as a defense to any claims of defective work, that the Engineer visited the site or observed the site.

7.3 The Engineer shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Article 5. The Engineer shall not be responsible for the Contractor's failure to

carry out the Work in accordance with the Contract Documents.

7.4 The Engineer shall not have the authority to authorize extra work or to change the Contract Time or Price. The Engineer shall not have the authority to stop the Work. The Engineer's duties, responsibilities and limitations of authority are set forth in the Agreement between the Owner and the Engineer and shall not be modified by any action or inaction of any parties and can only be changed by a fully executed Amendment to the Agreement between the Owner and the Engineer.

7.5 The Engineer will have authority to reject Defective Work. The Engineer will have authority to require additional inspection or testing of the Work whether or not such Work is fabricated, installed or completed. Neither this authority of the Engineer nor a decision not to exercise such authority shall give rise to a duty or responsibility of the Engineer to the Contractor, subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

7.6 The Owner may arrange for the Engineer to provide a full-time on-site Resident Engineer with additional staff as appropriate. The duties, responsibilities and limitations of authority of the Resident Engineer and his staff shall be the same as defined for the Engineer in the Agreement between the Owner and the Engineer.

Communications

7.7 Communications between the Owner or the Design Engineer and the Contractor shall be through the Engineer. Communications between the Contractor and the Design Engineer shall be through the Engineer, and communications between the Contractor and the Design Engineer's consultants shall be through the Engineer and the Design Engineer. Communications between the Engineer and the

subcontractors shall be through the Contractor.

Requests for Information and Responses

7.8 The Engineer will endeavor to issue Responses to Requests for Information within 30 days of the date a Request for Information is received by the Engineer unless the Engineer requests more information from the Contractor in which case the Response will be issued 20 days after receipt of the additional information. The Contractor shall use the Request for Information form, attached as Exhibit GC-1. The Engineer's Response to a Request for Information shall not authorize a change in Contract Time or Price. If the Contractor disagrees with the Engineer's interpretation of the Contract Documents, it shall notify the Engineer in writing in accordance with Article 9. The Engineer shall not be required to answer Requests for Information when the information is contained in the Contract Documents or when the Request for Information form is incomplete or not used.

ARTICLE 8 - SUBMITTALS

Definitions

8.1 Definition of Terms:

.1 "Shop Drawings" are drawings, diagrams, schedules and other data custom prepared by the Contractor or one of its subcontractors or suppliers to illustrate some portion of the Work.

.2 "Product Data" are catalogue pages, brochures, schedules, performance charts, diagrams, instructions and other information which have been highlighted or marked and certified (if required in the Technical Specifications) by the Contractor to indicate the specific items, including options, that are being submitted for some portion of the work.

.3 "Submittal for Informational Purpose Only" is an item required for the Owner's permanent records relating, in part, to future

maintenance, repair, modification, replacement of work or as otherwise required. Submittals for Informational Purpose Only will only be received and logged to document that the required submittals have been made. Neither the Owner nor Engineer will respond to a Submittal for Informational Purpose Only.

.4 A "Proposed Equivalent" is an item proposed for use by the Contractor in lieu of the first specified item and warranted by the Contractor as being at least equal in quality, utility, function and appearance to the first specified item. The Contractor shall assume all costs and be fully and solely responsible for the Proposed Equivalent.

.5 "Favorable Review" by the Engineer means that based on information submitted by the Contractor and in consideration of the Contractor's warranty required by General Conditions paragraph 8.8 the Contractor may provide the Favorably Reviewed item or work subject to the limitations in General Conditions Article 8, the General Requirements of Division 1, and the Engineer's review comments.

.6 The term "first specified item" or

"first named maker" refers to the first product identified in the Specifications by a model number or trade name and/or by a maker's name for a specified item.

Specified Items, Proposed Equivalents ("Or Equal")

8.2 When the first specified item is followed by a second maker's name and "or equal," the Contractor may submit Proposed Equivalent items for the Engineer's review. Proposed Equivalent items that are in the Engineer's judgment equal to the first specified item in quality, utility, and appearance, will be Favorably Reviewed. Where a product description and

first maker's name is followed by "or equal" with no second maker's name, it means the specifier knows of no equivalent product and the Contractor may submit Proposed Equivalent products by other makers for review. Where the term "or equal" is omitted, it means that the named item is required to meet the Owner's needs; no products or makers other than those specified will be considered.

8.3 Proposed Equivalent items must be submitted as required for Product Data submittals on the form attached as Exhibit GC-3 and shall include adequate technical information to fully describe the function and quality of the item. Submittals of Proposed Equivalent items that are not made within 35 days of the Notice to Proceed will be rejected unless the Engineer has agreed in writing to a later submittal date and the Contractor agrees to comply with all conditions of the Engineer for the late submittal. If the Contractor's second attempt to obtain Favorable Review of a Proposed Equivalent item is unsuccessful, the Contractor shall submit the first specified item.

8.4 Inclusion of a second maker's name indicates the maker is acceptable but does not necessarily indicate the maker offers a standard product equal to the first specified item.

.1 Items by the second named maker are subject to the same conditions of review and compatibility as other Proposed Equivalent items.

.2 Inclusion of a maker's name and/or model number after a specification description is not a representation that the maker will furnish an item meeting the Contract requirements at bid time or at time of need. It is the Contractor's sole responsibility to furnish items meeting the Contract requirements.

8.5 Where items are specified with a description followed by a maker's name and trade name or model number, the item shall be provided with all of the custom modifications, special features, accessories

and options described even though such things may not normally be included by the maker or provider as part of the model specified. Where there is a conflict between the written description of an item and maker's trade name and/or model number, the written description shall take precedence.

8.6 The design is based on first specified items including all described custom modifications, special features, accessories and options as made by the first named maker. The Contractor shall be responsible for all cost including redesign required to accommodate a Proposed Equivalent item including items by the second named maker.

8.7 The Engineer's review of Proposed Equivalent items is based solely on information provided by the Contractor and on the Contractor's warranty that the proposed item is at least equal in quality, utility, function and appearance to the first specified item. Favorable Review of a Proposed Equivalent item has the same meaning and is subject to the same limitations that apply to the Favorable Review of Product Data and Shop Drawings described in this Article.

Shop Drawings, Product Data, Samples and Proposed Equivalents

Intent of Contractor's Review

8.8 The Contractor shall make required submittals including Shop Drawings, Product Data, Samples and Proposed Equivalent items in time to allow for the Engineer's review and resubmittal, if required, without causing delay to the Work. The Contractor and appropriate subcontractor shall review, stamp, date and sign submittals before sending them to the Engineer. By making such a submittal, the Contractor makes the following warranty and shall include that warranty statement on its letter of transmittal.

"The Contractor warrants:

1. Work or items submitted are complete, accurate and meet the requirements of the Contract Documents, or else any deviations are identified and described in a separate letter accompanying the submittal form, Exhibit GC-2.

2. Work or items submitted have been coordinated with and meet the requirements of other submittals, field conditions and the Work as a whole and quantities and dimensions are correct.

3. Proposed Equivalent items are at least equal in quality, utility and appearance to the first specified item, or else any deviations are identified in a separate letter accompanying the submittal form, Exhibit GC-3.

4. Adjustments to other work required to accommodate Proposed Equivalent items including second named items have been delineated on the submittal and will be made at the Contractor's expense.

5. This submittal includes all items needed for a particular specification section or assembly for which submittals are required.

6. And represents that all material, equipment, hardware, software and firmware product provided to the Project will perform without error, loss of data or loss of functionality arising from any failure to process, calculate, compare or sequence date data accurately.

Intent and Limitations on Engineer's Review

8.9 The Engineer's review of the Contractor's submittals is done solely for the Engineer's and Owner's benefit. The Contractor agrees that the Engineer has no duty to the Contractor or any of its subcontractors or suppliers for the accuracy, completeness or adequacy of the Engineer's review of its submittals.

8.10 The Engineer's review of submittals is for compliance with the design intent and requirements of the Contract Documents and is based solely on information provided by the Contractor and on the Contractor's warranty

that the work or items submitted meet the requirements of the Contract Documents, and the Work as a whole. If later information reveals that work or items submitted or furnished do not meet the requirements of the Contract Documents or the Work as a whole, the Engineer's Favorable Review shall be void and the items or work shall be considered Defective. The Engineer's Favorable Review shall not include an examination of methods or means of construction or required safety precautions. The Engineer's Favorable Review: (1) shall not include a review of quantities or dimensions, (2) shall not relieve the Contractor from responsibility for errors or omissions in submittals, (3) shall not relieve the Contractor from responsibility for complying with the requirements of the Contract Documents, (4) shall not constitute a Change Order, and (5) shall not constitute final acceptance of a product, item or portion of the Work.

8.11 The Engineer's Favorable Review of submittals shall not relieve the Contractor from responsibility for deviations from the requirements of the Contract Documents unless the deviations are specifically called to the Engineer's attention in a separate letter accompanying the submittal form, Exhibit GC-2, and the Engineer favorably reviews the specific deviations in writing.

8.12 The Engineer's Favorable Review of a re-submittal does not include a review of changes made by the Contractor to a previous submittal that were not requested by the Engineer unless the Contractor specifically calls the Engineer's attention to the non-requested changes, in a separate letter accompanying the resubmittal of form Exhibit GC-2.

8.13 Where performance type specifications are used or where pre-engineered or Contractor designed systems, elements, equipment or components are called for, the Owner, the Design Engineer and the Engineer shall have the right to rely on the Contractor's

design. Favorable Review of the Contractor's design submittal shall be limited to acknowledgment that the design was prepared with the intent of meeting the specified performance criteria, but the Engineer's review shall not constitute a review of the design itself, of the designer's calculations, or of the effectiveness of the design in actually satisfying the specified criteria.

8.14 The Contractor shall allow 30 days for the Engineer's review of each submittal and 30 days for each resubmittal unless a different period is specified by the Engineer in writing. If the Engineer requests additional information or clarification of a submittal, the 30 days shall be measured from the date the additional information or clarification is received. If the Contractor requires more than two submittals to obtain the Engineer's Favorable Review, the Contractor shall compensate the Owner for the cost of the Engineer's additional review time. The Contractor shall not perform work for which reviewed submittals are required without obtaining Favorable Review of submittals.

8.15 Submittals required for the Owner's or Engineer's information and on which the Engineer shall not be expected to take responsive action are identified in the Contract Documents.

ARTICLE 9 - CHANGES IN THE WORK

Changes

9.1 The Owner may order changes in the Work after executing the Agreement by issuing a written Change Order or Work Directive Change.

9.2 The Contractor expressly agrees that it shall not consider any order, instruction, Clarification, Response to a Request for Information or any other communication either written or oral given intentionally or unintentionally by the Engineer, Owner or any other person as authorization or direction to do work that would cause a change in

Contract Time or Price unless it is a Change Order or Work Directive Change signed by the Owner.

Requests for Quotation

9.3 If a change involving Contract Price or Time is being considered, the Engineer will issue a Request for Quotation describing the proposed change. The Contractor shall submit a quotation promptly so not to delay or interfere with the progress of the Work, in accordance with the requirements for determining the cost of changes described in this Article.

Change Orders

9.4 If the Owner and the Contractor agree on the change in Price and Time for a proposed change, a Change Order will be issued and signed by the Engineer, Contractor and the Owner. An executed Change Order shall be conclusive and final settlement of the change in Contract Time and Price for the work covered by the Change Order including the effect of the change on all other portions of the work completed or not and shall include compensation for all related claims for disruption, impact, delay or extended overhead, if any, that may result from the change. Implied in every Change Order, unless expressly reserved by the Owner or Contractor, is a waiver of all known and unknown claims arising out of the Change Order, including a waiver of Section 1542 of the California Civil Code as well as under any other state or federal statute or common law principle of similar effect which provides as follows:

"GENERAL RELEASE CLAIMS EXTINGUISHED.

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him, must have materially affected his settlement with the debtor."

9.5 The Owner reserves the right to have changed work performed by a

separate contractor or its own workers if the Contractor and the Owner cannot agree on the change in Price and Time required.

Work Directive Change

9.6 If the Owner and the Contractor have not agreed on the change in Price or Time required for a proposed change, or if time does not permit preparation of a quotation, the Owner may direct the Contractor to proceed with the work on a cost accounting basis by issuing a Work Directive Change.

9.7 All Work Directive Changes must be signed by the Owner and will state the maximum sum the Owner is obligated to pay.

.1 If the Contractor has agreed to do the work on a cost accounting basis and to complete the work for an amount not to exceed the stated maximum sum, the Contractor shall sign the Work Directive Change.

.2 If the Contractor cannot agree to a maximum sum to complete the work, the Contractor shall not sign the Work Directive Change. In that case the maximum sum shall limit the amount the Owner is obligated to pay to the Contractor but shall not obligate the Contractor to complete the work for that sum.

9.8 When the Owner and the Contractor agree on the change in Price and Time for a Work Directive Change, the Work Directive Change shall be converted into a Change Order.

Information, Interpretations and Minor Changes

9.9 The Engineer has the authority to order minor changes in the Work including interpretations which are consistent with the intent of the Contract Documents. The Engineer does not have authority to order any changes which involve:

- .1 a change in Contract Price, or
- .2 a change in the Contract Time, or
- .3 means, methods, techniques or sequence of Work, or
- .4 safety in, on or about the site.

If the Contractor considers that any minor changes so ordered causes a change

in Contract Price or Time, the Contractor shall notify the Engineer in writing within 15 days of receipt of the order and shall not proceed with the work except in the case of an emergency endangering persons or property.

9.10 If, after reviewing the Contractor's objection to a minor change, the Engineer determines the work is required by the Contract Documents and does not involve a change in Price or Time, the Owner may direct the Contractor, in writing, to proceed with the work. If so directed, the Contractor may (1) accept the Engineer's determination and proceed with the work or (2) give the Engineer written notice 5 days in advance of beginning work stating that it intends to make a claim under Article 10 and will document costs in accordance with paragraphs 9.11 through 9.14.

Determining Cost of Changes

9.11 The Contractor's quotations of cost on proposed changes and cost reported for work performed on a cost accounting basis shall be determined as the sum of the following:

.1 costs of labor including foremen engaged on the work but not of the Superintendent, field engineer, project manager, and other supervisory or support personnel except as provided in paragraph 9.11.5. Labor costs shall include the cost of social security, old age and unemployment insurance, fringe benefits required by labor agreements and workers' or workmen's compensation insurance;

.2 costs of materials, supplies and equipment, including cost of transportation, incorporated in the Work;

.3 rental costs of machinery and equipment, exclusive of portable power or hand tools, supplied by the Contractor or rented from others;

.4 costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the change;

.5 the increased or decreased cost of the Contractor's supervision and field office

personnel but only if the change affects the "critical path" of construction activities and requires a change in Contract Time;

.6 the reasonable cost of any tier of subcontractors' work computed as required for the Contractor's work. The mark-up charged by a subcontractor for overhead and profit shall be the lesser of: i) subject to negotiation, ii) as included in the original bid for the Work, or iii) not to exceed 10% for work performed directly by the subcontractor and 5% for work performed by a subcontractor one tier below it, and

.7 for the reasonable work performed by the Contractor, the mark-up for overhead, profit and all other costs shall be the lesser of: i) subject to negotiation, as included in the original bid for the Work and contained in escrowed bid documents, or iii) not to exceed 10% for work performed directly by the Contractor and 5% for work performed by a subcontractor.

.8 Limitations on Markup for Changes. Where multiple tiers of Subcontractors are involved in a change in the Work, the maximum total amount of adjustment to the Contract Price and for markup for all tiers of Subcontractors and for Contractor self-performed Work shall not exceed twenty percent (20%) of the direct costs incurred by Contractor and the Subcontractors and Material Suppliers actually performing the Work.

Work shall be done making the most effective use of labor; materials shall be purchased at the lowest available price and all discounts shall be passed on to the Owner; equipment shall be rented at the most favorable rate available for the term of use required.

9.12 When both additions and deletions are related and pertain to the same work item and are included in the same Change Order, the mark-up for overhead and profit shall be computed on the net increase, if any. No deductions for overhead and profit will be made on deductive changes except for deductive changes that materially change the scope of the work or deductive changes

issued pursuant to the Owner's right to correct defective work, the Owner's right to remedy the Contractor's default or neglect or the Owner's right to terminate the Contract for cause.

9.13 The Contractor shall keep the Engineer informed as to when and where work is being performed on a cost accounting basis and shall submit complete auditable records of the cost of such work including daily time sheets signed daily by the Engineer.

9.13.1 Contractor Maintenance of Daily Records for Changes. In the event that Contractor is directed to perform any changes to the Work, or should Contractor encounter conditions which the Contractor believes would obligate the Owner to adjust the Contract Price and/or the Contract Time, Contractor shall maintain detailed records of the cost of such changes on a daily basis and a summary in a daily report supplemented by back-up records. Such records shall include without limitation hourly records for labor and construction equipment, itemized records of materials, including delivery tickets, and equipment used each day in connection with the performance of any change to the Work. In the event that more than one change to the Work is performed by Contractor in a calendar day, Contractor shall maintain separate records of labor, construction equipment, materials, and equipment for each such change. In the event that any Subcontractor of any tier shall provide or perform any portion of any change to the Work, Contractor shall require that each such Subcontractor maintain records in accordance with this Article. Each daily record maintained hereunder shall be signed by the Contractor; such signature shall be deemed Contractor's representation and warranty that all information contained therein is true, accurate, complete, and relates only to the change referenced therein. All records maintained by Subcontractors of any tier, relating to the costs of a change in the Work

shall be signed by such Subcontractor's authorized Project Manager or Superintendent as a representation and warranty that all information contained therein is true, accurate, complete, and relates only to the change referenced therein. All such records shall be delivered to Engineer not later than on the day the Work is performed (same day) for independent verification. The Engineer shall attempt to review and reconcile costs of changes on a daily basis. The Engineer's signature on the report shall indicate agreement with the information reflected therein, not that the Contractor is entitled to payment of the costs in the report. If the Engineer disagrees with the response, the Engineer shall note the areas of disagreement on the report. In the event that the Contractor shall fail or refuse, for any reason, to maintain or make available for inspection, review and/or reproduction such records, adjustments to the Contract Price or Contract Time, if any, on account of any change to the Work may be deemed waived for that day. Contractor's obligation to maintain back-up records hereunder is a material inducement to and in addition to, and not in lieu of, any other Contractor obligation under the Contract Documents with respect to changes to the Work.

9.13.2 Labor. The daily report shall show the names, trade, labor, classifications, and hours worked, for the workers.

9.13.3 Material. The daily report shall describe and list quantities of materials used, attaching delivery tickets.

9.13.4 Equipment. The daily report shall show type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable.

9.13.5 Other Services and Expenditures. Other services and expenditures shall be described in such detail in the daily report as the Owner or Engineer may require.

9.13.6 Cost. The report shall provide dollar values for each category of cost.

9.14 Any work for which the Contractor may wish to make a claim shall be done in accordance with these requirements for work done on a cost accounting basis.

Change in Contract Time Due to Changes in the Work

9.15 If the work required by a Change Order affects the "Critical Path" of construction tasks and is the sole, unavoidable cause for changing the length of time required to complete the Work, the Contract Time will be adjusted accordingly.

ARTICLE 10 - CLAIMS AND DISPUTES

Claims

10.1 A Claim is a written demand by one of the parties to the Contract for an interpretation of Contract terms or an adjustment in Contract conditions including Price or Time and may involve questions of performance under the Contract including acceptability of work, progress of work, the extent to which work has been completed, whether work is included in the Contract, and other matters in question between the Owner and the Contractor.

10.2 Content of Claim. Claims shall be made in writing and shall include complete documentation including:

.1 The Contractor's certification, by its owner or an officer, under penalty of perjury, that (a) the claim is made in good faith, (b) supporting data are accurate and complete to the best of the Contractor's and subcontractor's knowledge and belief, and (c) the amount requested accurately reflects the Contract adjustment for which the Contractor believes the Owner is liable.

.2 Full disclosure of facts and detailed reasons supporting the Claim and citing relevant provisions in the Contract Documents.

.3 Complete documented cost of doing the work for which it is making a Claim and such cost and documentation shall be

submitted in accordance with General Conditions paragraphs 9.11 through 9.14.

Engineer's Decisions

10.3 The Engineer, as an arbiter of disputes, will make an initial decision on all Claims made prior to the date the final payment is due including Claims alleging an error or omission by the Engineer. The Engineer's decision will be in writing, will be consistent with the intent of the Contract Documents and will cite the basis on which it is made. The Engineer will endeavor to make decisions that are impartial and will not be liable for results of decisions made in good faith. The Engineer's decision is a condition precedent to a demand by either party that a Claim be settled by litigation, or if agreed to in advance by both parties or if required by law, be settled by mediation or arbitration.

Time Limits for Submitting and Deciding Claims

10.4 The Contractor shall give written notice 5 days prior to beginning any work for which it intends to make a Claim for an increase in Contract Time or Price and expressly waives any right to make a Claim if the required notice is not given. All other Claims must be made within 14 days of the time the condition giving rise to the Claim becomes known to the claimant. The Engineer, as an arbiter of disputes, will issue a written decision on the Claim within 30 days after receipt of the Claim unless additional information is requested from the claimant or the claimant amends the Claim and then a decision will be issued within 30 days after receipt of additional information, or an amended Claim. Should a Claim be presented that is in part timely and in part untimely, the Engineer shall reject the untimely Claim and decide the timely claim. All Claims must strictly follow the notice requirements of this agreement.

10.5 A demand to appeal the Engineer's decision and settle a Claim by litigation, mediation or arbitration can only be made after the Engineer has made a written

determination, or in the absence of a determination, 7 days after the Engineer's determination became due. If no demand to settle a Claim by litigation, mediation or arbitration is made within 15 days after the Engineer's written decision was issued, the Engineer's decision shall become final and binding on the Owner and the Contractor and if a change in Contract Time or Price is involved, a Change Order shall be signed by both parties.

10.6 Provisions of law notwithstanding, the Owner and Contractor hereby agree that neither the Engineer, the Design Engineer, nor any other third party shall, without its specific written consent, be required to participate as a party in any litigation, arbitration or mediation proceedings between the Contractor and the Owner initiated to resolve disputes under the Contract Documents.

Mediation

10.7 If any dispute, controversy, or Claim (hereinafter referred to as a dispute) arises out of or relates to this Contract, or breach thereof, and if the dispute cannot be settled through direct discussions, then the parties first agree to try to settle the dispute by mediation before resorting to litigation or some other dispute resolution procedure. The mediator shall be an attorney experienced in mediating construction disputes and shall be chosen by agreement of the parties, but if no agreement then appointed by the Presiding Judge of the Superior Court in the jurisdiction of the site. Each party shall bear its own costs and expenses of the mediation, including attorney's fees. The fees and costs of the mediator shall be borne equally by the parties.

Work Continued During Disputes

10.8 The Contractor shall continue to work in conformance with the requirements of the Contract Documents and the progress schedule during any dispute and when waiting for decisions on Claims by the

Engineer or for resolution of Claims by litigation, mediation or arbitration, unless otherwise directed in writing by the Engineer or Owner.

ARTICLE 11 - CONTRACT TIME AND DELAYS

Definitions

11.1 Definitions of Terms:

1 "Contract Time" is the period of time including authorized adjustments allowed for completion of the Work and is measured from the date of commencement in the Notice to Proceed to the date of Final Completion.

.2 "Day" is a calendar day beginning and ending at midnight.

.3 "Unusual Weather" is defined as when either the number of Wet Days or the number of Freezing Days exceeds the most recent published mean number of Wet or Freezing Days for the period of record, for the same month and for the weather observing station closest to the project site as reported in "Comparative Climatic Data" published by the National Oceanic and Atmospheric Administration, Ashville, NC 28801. "Wet Days" are defined as days that have at least 0.01 inch of rainfall unless modified in the Supplementary Conditions. "Freezing Days" are defined as days with a minimum temperature of 32 degrees F or lower.

Computation of Time

11.2 Any period of time referred to in the Contract Documents measured in days shall mean consecutive calendar days and shall exclude the first and include the last day. If the last day falls on a Saturday, Sunday or legal holiday, it shall be omitted from the calculation.

Contract Time

11.3 Time limits stated in the Agreement are the essence of the Contract. The Contractor confirms that the Contract Time is a reasonable period for performing the Work and includes enough float time to allow for

normal unfavorable weather and other reasonably anticipated delays.

Damages for Late Completion

11.4 Liquidated damages if applicable are stipulated in the Agreement. If liquidated damages are not stipulated, the Contractor will be assessed actual damages suffered by the Owner as a result of completion after the Contract Time.

Commencing Work

11.5 The Contractor shall not commence work (1) prior to the date in the Notice to Proceed, (2) prior to giving the Engineer 5 days written notice and (3) prior to the effective date of insurance coverage required under Article 4.

Accelerated Work If Required to Meet Schedule

11.6 The Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the Contract Time. If the Contractor's performance falls behind schedule, the Contractor shall accelerate the work as required to get back on schedule at no additional cost to the Owner. Accelerated work shall include air or express delivery of materials and equipment, increasing the number of workers, working overtime, working Saturdays, Sundays, and holidays and working additional shifts. The Contractor shall pay the Owner for any extra cost of inspection made necessary by accelerated work required under this provision.

Excusable Noncompensable Delay

11.7 "Excusable Delay" means unforeseeable delay beyond the Contractor's or Owner's control and not resulting from the Contractor's fault or negligence. Excusable Delay includes labor disputes, fire, Unusual Weather, unavoidable casualties and unusual delays in transportation. The Contractor may make a Claim under Article 10 for an extension of Contract Time due to an Excusable Delay if

it can show that the Excusable Delay is the sole and unavoidable cause increasing the time actually needed to complete the Work. The Contractor shall not be entitled to an increase in Contract Price due to an Excusable Delay.

Compensable Delays

11.8 The Contractor may make a Claim under Article 10 for extension of Contract Time due to delays that are not due to the fault or neglect of the Contractor and which could not have been reasonably anticipated, including delays: (1) caused by the Owner or Engineer or by the Owner's separate contractors or workers, (2) resulting from the Owner's failure to provide access to lands or rights-of-way on which the Work is to be performed, or (3) due to suspension of the Work ordered by the Owner. In making such a Claim, the Contractor must demonstrate that the delay was the sole and unavoidable cause for increasing the length of time required to complete the Work on the critical path. In the case of a delay which was caused in part by the Contractor and in part by the Owner (Concurrent Delay), Contractor shall only be entitled to an extension of the Contract Time or Milestone(s) and Contractor shall not be liable for Liquidated Damages during the period of Concurrent Delay, but Contractor shall not be entitled to any additional compensation whatsoever during the period of Concurrent Delay. For purposes of settlement of Claims under this paragraph, the Contractor's cost shall be determined in accordance with paragraph 9.11 except that no mark-up for profit will be allowed and therefore, the maximum percentage mark-ups allowed under subparagraphs 9.11.6 and 9.11.7 shall be reduced by one-third.

11.9 Changes in Contract Time associated with changes ordered by the Owner are covered under Article 9.

11.10 An executed Change Order covering changes ordered by the Owner under Article 9 or the resolution of Claims made under Article 10 shall be the final and conclusive

settlement of the change in Contract Time and Price for the work or Claim covered by the Change Order including all related costs in accordance with Article 9.4.

10.11 Early Completion Delay Damages. While the Contractor may schedule completion of all the Work, or portions thereof, earlier than the Contract Time established in the Agreement, the Owner and Engineer are exempt from liability for and the Contractor shall not be entitled to an adjustment of the Contract Price or to any additional costs, damages, or compensation whatsoever, for use of Float or for Contractor's inability to complete the Work earlier than the Contract Time established in the Agreement, for any reason whatsoever, including but not limited to, delay caused by Owner, Engineer or other compensable delay.

ARTICLE 12 - INSPECTION, DEFECTIVE WORK, GUARANTEE

Defective Work

12.1 Defective Work is work that (1) is unsatisfactory, faulty, deficient, or leaks, breaks, fails or does not conform to the Contract Documents; or (2) does not meet the requirements of reference standards, tests or approvals specifically referred to in the Contract Documents; or (3) has been damaged prior to final acceptance; or (4) does not meet applicable industry or trade standards; or (5) a submittal is required and Favorable Review has not been obtained.

Access to Work and Notice

12.2 The Contractor shall provide the Owner, the Engineer and each of their representatives safe access to every part of the Work at all times work is in progress for observation, inspecting and testing. The Contractor shall give 2 days notice of work being ready for required inspection, test or approval or of intent to cover work up.

Tests and Inspections

12.3 Unless otherwise specified, the Contractor shall arrange and pay for tests, inspections and approvals required by laws, ordinances, rules, regulations, orders of public authorities having jurisdiction or by the Contract Documents. All such tests, inspections and approvals shall be performed by an independent testing laboratory or inspection agency acceptable to the Engineer or to the appropriate public authority. Samples to be tested and items of work to be inspected will be selected by the Engineer or the public authority requiring the test or inspection. Test reports, inspection reports and certificates shall be submitted directly to the Engineer by the performing laboratory or agency. The Contractor shall notify the Engineer at least 2 days prior to all tests and inspections to permit observation by the Engineer.

Reinspection

12.4 If the Engineer determines that portions of the Work require additional testing or retesting, the Contractor shall provide material to be tested, safe access to test locations, power, light and other services. The cost of retesting shall be paid for by the Owner, but if the additional tests or retesting indicate that said portion of the Work is Defective, the Contractor shall pay the Owner all costs associated with additional testing or retesting including the cost of the Engineer's additional service.

Uncovering Work

12.5 If work is covered or concealed without giving the Engineer 2 days notice to permit observation, it shall be uncovered or exposed at the Contractor's expense to permit observation if so requested.

12.6 If the Engineer wishes to have work uncovered for observation after having been given the required notice to observe it, the Contractor shall uncover the work on a cost accounting basis. If the work is found to be in accordance with the Contract Documents, the Owner shall pay the cost of uncovering and

replacing the work. If the work is found to be Defective, the Contractor shall pay the cost of uncovering and correcting the work and the cost of required additional engineering and testing service.

Correction of Defective Work

12.7 The Contractor shall promptly correct or replace: (1) work rejected by the Engineer as being Defective, and (2) work that is Defective whether or not rejected by the Engineer. The Contractor shall correct Defective Work prior to installing subsequent related or connected Work. The Contractor's obligation to correct Defective Work applies to latent as well as patent defects and whether or not the work is fabricated, installed or completed and whether observed before or after Substantial Completion. The Contractor shall bear the cost of correcting Defective Work including consequential costs, engineering services and attorneys' fees made necessary thereby.

Acceptance or Use of Defective Work

12.8 The Owner may elect to accept Defective Work in which case a deductive Change Order shall be signed by the Contractor reflecting the decreased value of the Work. If final payment has been made, the Contractor shall pay to the Owner a sum reflecting the decreased value of the Work.

12.9 The Owner may use Defective Work without negating its rejection or decreasing the Guarantee Period which shall commence when the work is finally corrected or replaced and accepted. When all or part of the Work is being used by the Owner, the Contractor shall schedule correction or replacement of Defective Work at the Owner's convenience.

Tests and Inspections Do Not Reduce Contractor's Responsibility for Performance

12.10 Observations by the Engineer or tests, inspections or approvals by others shall not relieve the Contractor from its

obligation to perform the Work in accordance with the Contract Documents.

Guarantee Period

12.11 Within 7 days of receipt of written notice from the Owner, the Contractor shall correct or replace work found Defective within one year after the date of Final Completion of the Work and Acceptance by the Owner or such longer period as covered by any Special Guarantee required by the Contract Documents or by law. For work first performed or first made acceptable after the date of Final Completion, the one-year or longer Guarantee Period shall commence to run at the time the Work is completed or made acceptable.

Owner's Right to Correct Defective Work During Guarantee Period

12.12 If the Contractor fails to correct Defective Work within 7 days of receiving notice to do so, the Owner may correct the Work and recover the cost of correction from the Contractor. If the Defective Work creates an emergency where delay would cause unsafe conditions or serious risk of loss or damage, the Owner may proceed to correct the Defective Work without giving the Contractor notice.

12.13 If the Owner corrects Defective Work under this paragraph, the Contractor shall pay the Owner all direct, indirect and consequential cost and all required engineering services and attorney's fees.

12.14 The Contractor shall be responsible for the cost of removing and replacing work provided by the Owner when such removal and/or replacement is necessary to permit correction of Defective Work for which the Contractor is responsible.

Contractor's Liability for Defective Work Not Limited by Guarantee

12.15 Nothing contained in this Article 12 nor in any Special Guarantee required under Division 1 General Requirements shall be construed to limit the period of the Contractor's obligations under the Contract

Documents or under law. Establishment of a time period for the Contractor's specific obligation to correct work places no limit on the time within which the Contractor's obligation to comply with the Contract Documents may be enforced nor on the period during which the Contractor may be held liable for the effect of Defective Work.

12.16 Nothing contained in this Article 12 nor in any Special Guarantee required under Division 1 General Requirements shall be construed to limit the Contractor's, subcontractor's, material or equipment supplier's liability for damages sustained as a result of latent or patent defects in equipment or materials furnished or caused by the negligence of the Contractor or his subcontractors or suppliers. The guarantees contained in this Article 12 shall not be a waiver of nor shall they reduce any guarantee or warranty offered by the suppliers of materials or equipment furnished under this Contract nor shall they reduce any responsibilities imposed on manufacturers or suppliers of such equipment under law.

ARTICLE 13 - PAYMENT AND COMPLETION

Schedule of Values

13.1 At least 20 days prior to the first Application for Payment Date, the Contractor shall submit a Schedule of Values, in a form acceptable to the Engineer, allocating the Contract Price to various trades, types of work, pieces of equipment, and major tasks to assist the Engineer in evaluating the percentage completion for each part of the Work. The Contractor's overhead and profit shall be uniformly pro-rated over all items in the Schedule of Values. The Schedule of Values shall represent the actual cost of each segment of the work and shall not allocate higher costs, overhead or profit to work items scheduled for early completion. If the Engineer objects to the allocation of

cost or the level of detail provided, the Contractor shall revise and resubmit the Schedule of Values.

Application for Payment

13.2 The period covered by each Application for Payment shall be one calendar month. Payment shall be based on work completed as of the Application for Payment Date which shall be the last day of the month unless otherwise stated in the Agreement. Within 7 days after each Application for Payment Date, the Contractor shall meet with the Engineer to review the line item amounts proposed by the Contractor for payment. When the amounts proposed are acceptable to the Engineer, the Contractor shall prepare and submit within 3 days, the Application for Payment form, attached as Exhibit GC-4, and Conditional Lien Releases from the Contractor, each subcontractor, supplier and materialman whose work is included in the Application. The Contractor shall sign and certify on the Application for Payment, subject to penalty of perjury, the following: "The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents and that all Work for which previous payments have been received is free and clear of liens, claims, security interests or encumbrances of any kind. The Contractor further warrants that title to all Work covered by this Application for Payment will pass to the Owner no later than the time of payment."

13.2.1 Taxes. The Contractor shall pay all applicable sales, consumer, use, and similar taxes for the Work provided by the Contractor and such taxes shall be included in the Contract Price.

13.2.2 Liability for Employee Payments. Contractor accepts full liability for the payment of any and all contributions, deductions, or taxes for social security, unemployment insurance, old age and survivor's benefits, medical and health

benefits, or for any other purpose now or hereafter imposed under any applicable law measured by the wages, salary or other remuneration paid to persons employed by or on behalf of Contractor for the Work. Contractor covenants and agrees to observe and fully comply with all applicable law, including procurement of any necessary occupational licenses, permits and inspection certificates.

Payment for Items Delivered But Not Installed

13.3 If recommended by the Engineer, Applications for Payment may include the percentage of value stipulated in the Agreement for major equipment and custom fabricated items that have been delivered, stored and protected at the site providing proof is furnished that title will pass to the Owner upon payment. Payment will not be made for material stored at the site that is not custom fabricated. Payment will not be made for items stored off the site. Payment will not be made for stored or installed items that are not protected from physical, environmental or other damage. Payment for successful submittal of Shop Drawings or Product Data will be made only when specifically provided for in Division 1.

Engineer's Recommendation for Payment

13.4 Within 7 days after receipt of the Contractor's Application for Payment, the Engineer will either issue a Recommendation for Payment for such amount as the Engineer determines is due or will notify the Contractor and the Owner of reasons for withholding recommendation. The Engineer's recommendation will not be an evaluation or interpretation based upon legal theories or principles but will be based upon sound engineering judgment. The Owner will seek independent legal services, if necessary to assist it in determining if withholds are appropriate. Retainage to be withheld by the Owner is stipulated in the Agreement.

13.5 The Engineer's Recommendation for Payment will constitute a representation that to the Engineer's best knowledge, information and belief the Work has progressed to the point indicated and is generally in conformance with the Contract Documents but is subject to re-evaluation during subsequent site visits and upon final completion. The Engineer's Recommendation for Payment shall not be taken as a representation that the Engineer has (1) made exhaustive or continuous onsite inspections to check the quality of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Price, or (5) offered its legal opinion in any respect.

13.6 If, in the Engineer's opinion, the representations in paragraph 13.5 cannot be made or if the Engineer has knowledge of any of the faults listed below, then the Engineer may decline to issue a Recommendation for Payment or may recommend a reduced amount of payment or may rescind previously issued Recommendation for Payment. Faults for which payment may be withheld, reduced or rescinded include:

- .1 Defective Work not corrected;
- .2 Third party claims filed or reasonable evidence indicating probable filing of such claims;
- .3 Failure of the Contractor to make payments properly to subcontractors or suppliers for labor, materials or equipment;
- .4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- .5 Damage to property, the Work, the Owner, another contractor or a third party;
- .6 Reasonable evidence that the Work will not be completed within the Contract

Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

.7 Work performed for which submittals are required prior to obtaining Favorable Review of submittals;

.8 Persistent failure to carry out the Work in accordance with the Contract Documents;

.9 Failure to submit a construction schedule or to update the construction schedule in accordance with General Conditions paragraph 5.18;

.10 Failure to update Record Drawings weekly;

.11 Failure to reinstate required insurance that has been allowed to lapse; or

.12 Non-payment of money owed to the Owner for the extra cost of inspection or engineering services provided for in the General Conditions.

Completion and Acceptance

13.7 Definitions

.1 "Substantial Completion" means the Work has progressed to the point that:

(1) the Work is ready for beneficial use and occupancy by the Owner for the intended purpose, (2) all fire and life safety work has been completed, inspected and accepted, (3) all mechanical and process systems and equipment are complete and have been put in automatic operation, (4) the total value of uncompleted work is less than one-half of one percent of the Contract Price and (5) completing the Work will not significantly interfere with the Owner's convenience, use or cost of operation.

.2 "Semi-Final Inspection" determines if the Work is Substantially Complete.

.3 "Final Inspection" determines if the Work has reached Final Completion.

.4 "Final Completion" indicates that the Work has been fully completed in accordance with the Contract Documents and is ready for acceptance and final payment by the Owner.

.5 "The Final Punch List" contains items that remain uncompleted after

Substantial Completion but that must be completed prior to Final Completion.

Owner's Right to Partial Use

13.8 When provided for in the Contract Documents or agreed to in writing by the Owner and the Contractor, the Owner may notify the Contractor and begin using a portion of the Work even though it is not Substantially Complete. The Contractor, the Owner and the Engineer shall agree on and document responsibilities for security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that portion of the Work being used by the Owner. The Owner, the Contractor and the Engineer shall inspect such portion of the Work and shall prepare a list of work to be completed or corrected before final acceptance. The Owner's use of any portion of the Work shall not constitute final acceptance of that portion of the Work prior to Final Completion and acceptance of the Work as a whole. The Owner shall allow the Contractor reasonable access to complete or correct work in areas being used by the Owner. Partial beneficial occupancy shall not relieve the Contractor of Liquidated Damages unless the Contract Documents expressly provide for and identify the portion of Work that may be considered Substantially Complete before the remaining portions of the Work.

Contractor's List of Deficiencies

13.9 When the Contractor considers the Work nearly complete, the Contractor shall review the Contract Documents, inspect the Work and prepare a list of deficiencies (Punch List). The Contractor shall complete or correct the items on the Punch List until, in the Contractor's opinion, the Work is Substantially Complete and ready for occupancy and use by the Owner. The Contractor shall then deliver the Punch List to the Engineer and notify the Engineer in writing that the Contractor believes the Work is Substantially Complete and ready for a Semi-Final Inspection.

Semi-Final Inspection, Substantial Completion

13.10 When the Work is ready and the Contractor so notifies the Engineer in writing, the Engineer will make a Semi-Final Inspection and may add additional items to the Contractor's Punch List. As a result of this inspection, the Engineer may determine that (1) the Work is not sufficiently complete to warrant a Semi-Final Inspection, additions to the Contractor's Punch List, or the preparation of a Final Punch List, (2) the Work is sufficiently complete for the Engineer to prepare a Final Punch List but certain incomplete or Defective Work prohibits use of the Work for its intended purpose and therefore, the Work is not Substantially Complete, or (3) that the Work is Substantially Complete and usable for its intended purpose and the Engineer can prepare a Final Punch list. In preceding cases 1 and 2, the Contractor shall continue the Work and call for a second Semi-Final Inspection when the Work is ready. In case (3), the Engineer will prepare a Final Punch List and a notice of Substantial Completion which shall establish the date of Substantial Completion and shall state the time agreed to by the Owner and the Contractor (not to exceed 30 days) in which the Contractor shall complete all work ready for Final Inspection. The date of Substantial Completion shall be revised if necessary such that it is no more than 30 days prior to the actual date of Final Completion. The Engineer shall attach a copy of the Final Punch List to the notice of Substantial Completion. If the Contractor does not achieve Substantial Completion on the second attempt, it shall reimburse the Owner the cost of the Engineer's services for additional inspections.

Final Inspection, Final Completion

13.11 When the Contractor has completed or corrected all the items on the Engineer's Final Punch List and has made all required final submittals, the Contractor shall give the Engineer written notice that the Work is ready for Final Inspection and acceptance

and upon receipt of a final Application for Payment, the Engineer shall make a Final Inspection. If the Engineer finds the Work is not fully complete, it shall notify the Contractor of items still requiring completion or correction. The Contractor shall immediately correct these deficiencies and call for a reinspection. When the Engineer finds to the best of the Engineer's knowledge, information and belief, and on the basis of the Engineer's observations and inspections, the Work is acceptable and fully complete in accordance with the Contract Documents, and when all final submittals have been made, the Engineer will recommend that the Owner issue and file a Notice of Completion, designating Final Completion, make Final Payment and Accept the Work in accordance with the terms and conditions of the Contract Documents.

13.12 Neither the Engineer's failure to include an item on the Final Punch List, nor making of the Semi-Final or the Final Inspection, nor recommendation of final acceptance shall alter the Contractor's responsibility to complete all Work in accordance with the Contract Documents.

Final Payment

13.13 Within 10 days after the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to defend and indemnify the Owner against such liens, the Owner shall accept the Work and file a Notice of Completion. Final Payment shall not become due until 60 days after the Owner files a Notice of Completion and there being no liens or stop notices filed. If any lien or stop notice remains unsatisfied, the Contractor shall immediately take all steps necessary to remove all liens or stop notices before Final Payment is made. If any liens are filed or exist after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to

pay in discharging such liens, including all costs and reasonable attorneys' fees.

Waiver of Claims

13.14 The making of Final Payment shall constitute a waiver of claims by the Owner except those arising from:

- .1 Liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 Failure of the Work to comply with the requirements of the Contract Documents; or
- .3 Terms of the one-year guarantee period and special warranties required by the Contract Documents.
- .4 Any of the Contractor's continuing obligations under the Contract Documents.

13.15 Acceptance of Final Payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 14 - TERMINATION

Termination by the Owner for Cause

14.1 The Owner may terminate all or part of the Contract if the Contractor:

- .1 Persistently fails to provide enough workers or materials to properly pursue the Work as required to complete the Work within the Contract Time;
- .2 Persistently fails to perform the Work in accordance with the Contract Documents including, but not limited to providing monthly updates to the schedule of Work and monthly updates to Record Drawings, or to correct or replace Defective Work when directed to do so;
- .3 Fails to make payment to subcontractors or material suppliers;
- .4 Becomes insolvent, commences any form of voluntary bankruptcy proceedings, has any petition or action filed against it under any bankruptcy code or law, makes a general assignment for the benefit of

creditors, or if a trustee, receiver or agent is appointed under law to take charge of Contractor's property or operations for the benefit of creditors;

.5 Persistently disregards laws, regulations, rules or orders of public bodies having jurisdiction or persistently disregards the authority of the Engineer or Owner;

.6 Fails to retain a valid Contractor's license of the required class in the applicable jurisdiction; or

.7 Otherwise commits a material breach of the Contract.

14.2 When any of the above reasons exist and without prejudice to any other rights or remedies the Owner may have, and after giving the Contractor and the Contractor's Surety 7 days written notice, the Owner may terminate the employment of the Contractor and, subject to any prior rights of the Surety, the Owner may:

.1 Take possession of the site and of all material, tools and construction equipment on the site owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to paragraph 5.9; and

.3 Complete the Work by any reasonable method the Owner may select.

14.3 When the Owner terminates the Contract for cause, the Contractor shall not be entitled to further payment until the Work has been completed.

14.4 If the cost of completing the Work, including additional engineering services, attorney's fees and administrative expenses made necessary thereby, exceeds the unpaid Contract Price, the Contractor shall pay the difference to the Owner. This obligation for payment shall be binding after termination of the Contract. If the cost of completing the Work including costs for engineering, legal, and administrative services minus the Contractor's unearned overhead and profit computed in accordance with paragraphs 9.11.6 and 9.11.7, is less than the unpaid Contract Price, the difference and other consequential costs shall be paid to the Contractor.

14.5 If it has been adjudicated or otherwise determined that the Owner has erroneously or negligently terminated the Contractor for cause, then the termination shall automatically convert to a Termination by Owner for Convenience as set forth in Article 14.7

Suspension by the Owner for Convenience

14.6 The Owner, without cause, may issue written order giving the Contractor 7 days notice to suspend, delay or interrupt the Work in whole or in part. The order shall fix the dates on which the work shall cease and resume.

14.7 If a suspension, delay, or interruption of the Work ordered by the Owner for convenience causes an increase or decrease in the cost of performing the Contract, the Contract Price shall be adjusted as agreed by the Owner and the Contractor or in accordance with the method for determining the cost of changes in Article 9. The Contract Price shall not be adjusted if the Contractor's performance would otherwise have been suspended, delayed or interrupted due to causes for which the Contractor is responsible.

Termination by the Owner for Convenience

14.8 The Owner may terminate all or part of the Contract without cause by giving the Contractor 7 days written notice. Such termination shall not prejudice any other right or remedy the Owner may have under the Contract. If the Contract is terminated without cause, the Contractor shall be paid for all work executed as of the date of termination plus reasonable termination expenses including direct, indirect and consequential costs but the Contractor shall not be paid for anticipated profit on work not performed.

Contractor May Stop Work or Terminate

14.9 If, through no act or fault of Contractor, the Work is suspended for a period of more than 90 days by the Owner or under an order of court or other public authority, or the Engineer fails to act on any Application for Payment within 30 days after it is submitted, or the Owner fails for 60 days to pay the Contractor any sum finally determined to be due, the Contractor may, upon 7 days' written notice to the Owner and the Engineer, terminate the Agreement and recover from the Owner payment for all Work performed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if the Engineer has failed to act on an Application for Payment or the Owner has failed to make any payment as aforesaid, the Contractor may, upon 7 days' written notice to the Owner and the Engineer, stop the Work until payment of all amounts then due is received. The provisions of this paragraph shall not relieve the Contractor of the obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with the Owner.

ARTICLE 15 - MISCELLANEOUS

Method for Giving Notices

15.1 Written notice shall only be considered to have been given if delivered in person to the individual, partner of the partnership or joint venture, or officer of the corporation for whom intended or if sent by registered or certified mail to the address given in the Agreement unless amended by written notice. Notice to the Contractor's superintendent shall be considered notice to the Contractor. Notice to the Resident Engineer shall be considered notice to the Engineer. Notice to the Owner's Project Representative or Manager shall be considered notice to the Owner.

Rights and Remedies

15.2 Duties, obligations, rights and remedies prescribed by the Contract Documents shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed by or available under law.

Failure to Act Not a Waiver of Rights

15.3 Except as expressly provided in the Contract Documents, no action or failure to act by the Owner, Engineer, Design Engineer or Contractor shall constitute a waiver of a right afforded or duty imposed under the Contract. No such action or failure to act shall constitute approval of or acquiescence in failure to perform in accordance with the Contract Documents or any other breach of contract.

Severability of Provisions

15.4 The finding under law that any one or more provisions or any portion of a provision in the Contract Documents is invalid, unenforceable, or illegal shall not impair the validity or enforceability of any other provision or of the Contract Documents as a whole. In the case of invalidity or enforceability of any provision or portion thereof, the provision shall be rewritten and enforced to the maximum extent permitted by law to accomplish as near as possible the intent of the original provision.

Right to Audit

15.5 Maintenance, Inspection, and Audit of Records. All books, account, reports, files, correspondence, data and other records relating to this contract shall be maintained by the Contractor, its subcontractors and material suppliers and shall be subject to all reasonable times to review, inspection, and audit by the Owner, Engineer and their agents at all times during performance of the Work and for a period of five (5) years after Final Completion of the Work. Such records shall be produced by the Contractor and/or the subcontractor or Material Supplier within a reasonable time

at a place designated by the Owner or Engineer, upon written notice to the Contractor.

15.5.1 Accounting System. Contactor shall exercise such controls as may be necessary for proper financial management of the Work. Such accounting and control systems shall comply with prevailing custom and practice for similar projects, be satisfactory to Owner and shall include preservation of records for a period of four (4) years after Final Completion, or for such longer period as may be required by Applicable Law.

15.5.2 Books and Records. Contractor shall keep, and shall require provisions to be included in all contracts entered into by subcontractors and suppliers requiring the subcontractors and suppliers to keep, full and detailed books, records, information, materials and data, of every kind and character (hard copy, as well as computer readable data if it exists), that have any bearing on or pertain to any matters, rights, duties or obligations relating to the Project, Work or Contract, including, without limitation, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, change orders, change order requests, estimates, field orders, schedules, diaries, logs, reports, shop drawings, samples, exemplars, drawings, specifications, invoices, delivery tickets, receipts, vouchers, canceled checks, memoranda; accounting records; job cost reports; job cost files (including complete documentation of negotiated settlements); backcharges; general ledgers; documentation of cash and trade discounts earned; insurance rebates and dividends and other documents relating in any way to any claims, charges or time extensions asserted by Contractor of any of the subcontractors.

15.5.3 Inspection and Copying. Contractor shall allow, and shall require provisions to be included in all contracts entered into by subcontractors allowing, Owner, Engineer and their authorized representative(s), auditors, attorneys and accountants, upon twenty-four (24) hour notice to Contractor, full

access to inspect and copy all its aforesaid books and records at a location designated by Owner or Engineer and within 200 miles of the Project.

15.5.4 Noncompliance by Contractor. Contractor's compliance with this Article 15.5 et seq, shall be a condition precedent to maintenance of any judicial or extra-judicial action by Contractor against Owner or Engineer. In addition to and without limitation upon Owner's or Engineer's other rights and remedies for breach, including any other provisions for withholding set forth in the Contract documents, Owner shall have the right, exercised in its sole discretion, to withhold from any payment to Contractor due under a current application for payment an additional sum of up to ten percent (10%) of the total amount set forth in such application for payment, until Contractor and the subcontractors have complied with any outstanding and unsatisfied request by Owner under this Article 15.5. Upon compliance with this Article 15.5, any such monies withheld shall be released to Contractor.

15.5.5 Special Enforcement by Owner or Engineer. Contractor agrees that any failure by Contractor or any subcontractor to provide access to books and records as required by this Article 15.5 et seq. shall be specifically enforceable, by issuance of a preliminary and/or permanent mandatory injunction by a court of competent jurisdiction based on affidavits submitted to such court and without the necessity of oral testimony, to compel Contractor to permit access, inspection, audit and/or reproduction of such books and records or the require delivery of such books and records to Owner and Engineer for inspection, audit and/or reproduction.

Governing Law

15.6 The Contract shall be governed by the law of the place where the project is located.

15.7 Survival of Terms. Any indemnity, warranty or guarantee given by Contractor to Owner or Engineer under this Agreement shall survive the expiration or termination of the Agreement and shall be binding upon Contractor and their subcontractors and suppliers until any action is barred according

to terms in the Agreement or by the applicable statute of limitations or statute of repose. All obligations of Contractor under this Contract shall survive the expiration or termination of this Contract.

END OF GENERAL CONDITIONS

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PART IV – ADDITIONAL REQUIREMENTS

- (A) State Prevailing Wage Rate Information
- (B) Sandy Equal Opportunity Policy for Contractors

During project construction and closeout, additional forms related to contract administration will be required. These forms will be provided to the Contractor by the Project Manager.

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(A) State Prevailing Wage Rate Information

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STATE PREVAILING WAGE RATE INFORMATION

The Oregon Bureau of Labor and Industries (BOLI) is responsible for administering Oregon's Prevailing Wage Rate (PWR) laws. General information about PWR can be found at the following webpage:

<https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>

The Contractor shall comply, and shall require subcontractors to comply, with ORS 279C.800 to 279C.870, Oregon's Prevailing Wage Law. Workers shall be paid not less than the specified minimum hourly rate of wage as provided in the Oregon Bureau of Labor and Industries (BOLI) publication titled "Prevailing Wage Rates for Public Works Contracts in Oregon."

The existing prevailing wage rates applicable to this project are incorporated into the specifications of this Contract Document by reference.

Current Prevailing Wage Rates for Public Works Contracts in Oregon are dated:	July 1, 2022 as amended on October 1, 2022
Current Apprenticeship Rates for Public Works Contracts in Oregon are dated:	October 1, 2022
The above rates can be found at the following webpage: https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx	

PWR forms can be found at the following BOLI Web page:

<https://www.oregon.gov/boli/employers/pages/prevailing-wage.aspx>

Bidders may also request a copy of the Prevailing Wage Rates and rules by calling the Bureau of Labor and Industries at (971) 673-0761.

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(B) Sandy Equal Opportunity Policy for Contractors

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CITY OF SANDY

EQUAL OPPORTUNITY POLICY FOR CONTRACTORS

1. GENERAL POLICY OF NON-DISCRIMINATION

It is the policy of the City of Sandy to promote equal opportunity to all persons regardless of race, religion, color, national origin, sex, age, marital status, handicap, or political affiliation, in respect to employment, public services, facilities and accommodations. This policy is reinforced by obligations assumed by the City as a condition of receipt of federal and state funds. This policy thus becomes an obligation which must be assumed by the Contractor as well. Because in some cases religion, sex, age, or disability may properly be the basis for denial or restriction of privileges with respect to employment, public services, facilities or accommodations, the following more specific obligations, terms, or conditions shall apply.

2. DISCRIMINATION BECAUSE OF RELIGIOUS BELIEF

With respect to terms and conditions of employment and hiring only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity without regard to religion if every reasonable effort has been made to accommodate the particular religious beliefs or practices of an employee or applicant for employment, but such accommodation cannot be made without undue hardship to the employer.

3. DISCRIMINATION BECAUSE OF SEX

With respect to terms and conditions of employment and hiring only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity notwithstanding any rule, standard, practice, or decision which accords an employee or applicant different treatment because of sex, if such rule, standard, practice, or decision is based upon a bona fide occupational qualification which the employer cannot, without undue hardship, modify or waive to accommodate the employee or applicant.

With respect to public services, facilities, and accommodations the Contractor shall be deemed to have complied with the general obligation of according equal opportunity notwithstanding any rule, standard, practice, or decision which restricts or limits access to such on a basis of sex where:

- A. Physical facilities such as restrooms, bathing facilities, dressing rooms, etc. must be segregated on the basis of sex to accord personal privacy or comply with local, state, or federal law, or ordinance, or administrative regulation; or
- B. The content or subject matter of a program or service is clearly of benefit to persons of a particular sex only because it deals with medical, psychological, or sociological factors inherently linked to the characteristics of one sex only, or its effectiveness in providing benefit to persons of one sex would be unreasonably and adversely affected by the participation of persons of the opposite sex.

4. DISCRIMINATION BECAUSE OF DISABILITY

With respect to terms and conditions of employment and hiring only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity to persons who are physically or mentally disabled if every reasonable effort has been made to

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accommodate any physical or mental disabilities of an employee or applicant, but such accommodations cannot be made without undue hardship to the employer; or where, because of such disability, the employee or applicant cannot meet a bona fide occupational qualification that cannot be waived or modified without undue hardship to the employer.

With respect to public services, facilities and accommodations only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity to persons who are physically or mentally disabled where:

- A. Architectural barriers limiting access to facilities owned or occupied by the Contractor cannot be eliminated without structural alterations, and are permitted to remain under the provisions of the Oregon State Structural Specialty Code; or
- B. A program or activity, viewed in its entirety, is readily accessible to and usable by persons who are physically or mentally disabled.
- C. The purpose of the program, service, or facility is to provide a special benefit to persons characterized by a particular handicap in some respect specially related to the educational, medical, psychological, mobility, social or economic needs of persons so disabled.

5. *DISCRIMINATION BECAUSE OF AGE*

With respect to terms and conditions of employment and hiring only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity regardless of age where:

- A. Certain positions include duties which must, by law or ordinance, be performed by persons over a certain age, and the employer cannot accommodate the employment of a person under that minimum age without undue hardship;
- B. The employee or applicant has passed any applicable age established by the Congress of the United States beyond which an employer may reject an employment application or mandate an employee's retirement.

With respect to public services, facilities, and accommodations only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity without regard to age where:

- A. The purpose of the service, facility, or accommodation is to benefit or serve persons under 18 years of age or their adult custodians in some respect specially related to the needs of such persons; or
- B. The purpose of the service, facility, or accommodation is to benefit or serve persons 65 years of age or older in some respect specially related to the educational, medical, psychological, mobility, social, or economic needs common to persons of that age group.

6. *DEFINITIONS*

As used in this Policy, there are several terms specifically defined in various federal, state, and local laws, ordinances, and administrative regulations applicable either because of the

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City's receipt of federal or state funds, or because they are general laws and ordinances prohibiting discrimination. In addition, judicial and administrative decisions have created an additional body of law further defining these terms in their application. Because of the magnitude and complexity of these various legal definitions and interpretations, it is not possible to provide exhaustive definitions herein. The Contractor should be guided by the following general rules:

- A. Where two separate legal definitions or interpretations may apply in a given situation, the one according the greatest degree of protection to the person entitled to their protection shall govern.
- B. "Disability" and "handicap" are intended to be synonymous.
- C. The Contractor is entitled to advisory opinions as to the specific application of this policy from the designated representative of the City's Human Resources Department. The Contractor is entitled to rely on such advice only to the extent of the completeness and accuracy of the facts presented by the Contractor in requesting such advice. The City expressly disclaims any responsibility for the Contractor's reliance on advice which later proves erroneous or inapplicable because of facts not known to the City's representative who gave the advice.
- D. The Contractor is cautioned that restrictions in deeds, leases, collective bargaining agreements, and other contracts may not in every case justify an otherwise discriminatory act, policy, or practice. The Contractor must, at his own risk and expense, comply with this Policy regardless of contractual restrictions which do not justify Contractor's acts, policies, or practices.

7. ADVERTISING AND PROMOTIONAL MATERIAL

- A. In all advertising, postings, and promotional material relating to hiring, the Contractor shall include the following statement:

" _____ (name of contractor) _____ is an equal opportunity employer and does not discriminate in hiring, promotion, layoff, discipline, transfer, compensation, or other terms of employment because of a person's race, religion, color, national origin, sex, age, marital status, handicap, or political affiliation."

EXCEPTION: In "classified" advertising the Contractor need only include the statement "An Equal Opportunity Employer".

- B. In all advertising, postings, and promotional material relating to programs and services funded in whole or in part under a contract with the City of Sandy, the Contractor shall include the following statement:

"This _____ (program or service as applicable) _____ is open to all persons without regard to race, religion, color, national origin, sex, age, marital status, handicap or political affiliation. For further information about this equal opportunity policy, contact _____ (name of contractor's representative) _____ at _____ (phone number) _____."

8. RETALIATION

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The Contractor shall not, in any manner, accord different or unequal treatment to or in any way discriminate against any person because of such person's filing of or participation in any grievance or complaint of discrimination contrary to its policy, whether such grievance or complaint is logged with the City of Sandy, or any state or federal court or agency.

9. *GRIEVANCE PROCEDURE*

During the term of this Contract, and for at least six months thereafter, the Contractor shall conspicuously display the attached "Notice: Your Rights to Have Discrimination Complaints Heard" in locations accessible to the public at its principal office and all other premises within the City of Sandy where it conducts any operations. Likewise the Contractor shall fully cooperate with the designated representative of the City of Sandy and state and federal civil rights compliance agencies in investigating, mediating, and otherwise handling complaints or grievances concerning this Policy.

10. *VIOLATIONS*

Violation by the Contractor of any provision of this Policy may, in addition to any remedy accorded an aggrieved person, be cause for termination of the Contract, debarment from participation in future City of Sandy contracts, or both.

11. *CONTRACTS DIRECTLY FUNDED BY FEDERAL OR STATE AGENCIES*

If this Contract is funded in whole or in part by federal or state grants, there may be imposed on the Contractor the additional obligation of "affirmative action" to ensure equal opportunity, and specific standards and reporting requirements to be met. "Affirmative action", in general, means taking positive and affirmative steps to involve historically disadvantaged classes of persons in the performance of the work or participation in the benefits of this Contract. These steps may include special recruitment efforts, specific goals as to percentages of such persons employed in certain jobs, specific goals as to percentages of such persons employed in certain jobs, specific standards for the amount of work to be subcontracted to minority-owned businesses, etc.

If there are such additional requirements beyond this policy, the invitation to Bidders or Request for Proposals will state:

"This project is funded in whole or in part through (name of agency) . Special equal opportunity requirements imposed by that agency are contained in the bid documents, and bidders are cautioned to examine them carefully in preparing their bids."

12. *COUNCIL RESOLUTION*

This policy was adopted by City Council in Resolution No. 1194 on November 20, 1984.

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(C) Additional ARPA Contract Clauses

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Clauses for All Contracts:

Creating a contract that complies with ARPA requirements must include the below sections as verbatim:

- Contractor must be registered in SAM.gov.** - The Contractor shall register in the System for Award Management (SAM), which is the primary registrant database for the U.S. Federal Government and shall update the information at least annually after the initial registration and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register in the SAM can be obtained at Sam.gov

- Whistleblower** - Contractor receiving ARPA funds shall under or through this contract post notice of the rights and remedies provided to whistleblowers under No Fear Act Pub. L. 107-174. 29 CFR § 1614.703 (d).

- Inspections; Information** - Contractor shall permit, and cause its subcontractors to allow the State of Oregon, the federal government and any party designated by them to:
 - Examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project.
 - Inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursement, contracts, and any other matters relating to the Project, and to its financial standing, and shall supply such reports and information as reasonably requested.
 - Interview any officer or employee of the Contractor, or its subcontractors, regarding the Project.

- Equal Opportunity** - Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

- Copeland "Anti-Kickback" Act** - Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Debarment and Suspension (Executive Orders 12549 and 12689)** - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Prohibition on purchasing telecommunications or surveillance equipment, services, or systems.** As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are

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prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Prohibitions extend to the use of Federal funds by recipients and subrecipients to enter into a contract with an entity that “uses any equipment, system, or service that uses covered telecommunications equipment or services” as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list.

Preference to United States made goods. - As appropriate and to the extent consistent with law, the contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Additional Clauses for Contracts Over \$10,000:

Creating a contract over \$10,000 that complies with ARPA requirements must include the additional below sections as verbatim:

Procurement of recovered materials over \$10,000. - The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Termination for cause and for convenience - Contractor shall address termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement.

The Contract Owner shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. The Contract Owner shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

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Additional Clauses for Contracts Over \$100,000:

Creating a contract over \$100,000 that complies with ARPA requirements must include the additional below section(s) as verbatim:

Certification form located in Appendix I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Note: Only include for contracts that involve the employment of mechanics or laborers. The Contract Work Hours and Safety Standards Act requires all contractors—prime and sub—to pay laborers and mechanics performing on a federal service contract and federal and federally assisted construction contract over \$100,000, 1.5 times their basic rate of pay for all hours worked over 40 in a workweek. Employers are liable to employees for these unpaid wages. The failure of a contractor to comply with this Act may also result in liability under the False Claims Act. Employees who are due unpaid wages under the Contract Work Hours and Safety Standards Act may file a complaint with the Wage and Hour Division within the U.S. Department of Labor. The DOL may then enforce the provisions of the Act against violators.

Additional Clauses for Contracts Over \$150,000:

Creating a contract over \$150,000 that complies with ARPA requirements must include the additional below section(s) as verbatim:

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).

Additional Clauses for Contracts Over \$250,000 (the simplified acquisition threshold as of 2022):

Creating a contract over \$250,000 that complies with ARPA requirements must include the additional below section(s) as verbatim:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, CONTRACT NO. _____ Capital Improvement Project Contract PROJECT: 2023 Manhole Grouting Project PAGE: 53

contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
Upon any breach of this Agreement by Contractor, the Contract Owner shall have all remedies available to it both in equity and/or at law.

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PART V - SPECIAL SPECIFICATIONS; PERMIT APPLICATIONS AND APPROVAL CONDITIONS; CONSTRUCTION PLANS AND DRAWINGS

Special Specifications are in addition to the requirements of the Public Works Standards, except as otherwise noted.

Special Specifications take precedence over any conflicting provision in the Public Works Standards, except as otherwise noted.

Project Manager to check all that are applicable:

- There are no Special Specifications.
- Special Specifications follow.
- Special Specification are bound separately.
- Construction Plans and Drawings follow.
- Construction Plans and Drawings are bound separately.
- Permit Applications and Approval Conditions follow. Contractor shall comply with all permit requirements pertaining to the construction of this project. Contractor shall secure all other Municipal, County, State, Federal or other permits or licenses, necessary or incidental to performance of the work under the Contract Documents.

Comments: _____

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SS-1 Manhole entry equipment

The contractor shall comply with all OSHA requirements for each manhole entry. This includes, but is not limited to: use of entry and retrieval equipment, proper harnesses, air quality testing, ventilation as required.

SS-2 SEWAGE DIVERSION

General

A. The Contractor shall submit a Sewer Diversion Plan to the Engineer prior to the start of construction. The Sewer Diversion Plan shall outline the Contractor's proposed method of handling all sewage flow during all elements of construction. The plan shall contain, at a minimum, a plan view of each proposed diversion on a site map and the individual components of the diversion including but not limited to: pump types - size and placement; diversion pipe - size, type, and placement; power supplies; method of damming the flow; and facilities for redundancy.

B. When necessary, the flow shall be diverted by use of pumps to the next downstream manhole. The Contractor shall have adequate pumps and piping to divert flow to downstream sewer lines. Sewage diversion piping shall be buried to that extent that the piping is protected from traffic loads, traffic is maintained at driveways and roadways, and sidewalks are free of obstruction unless otherwise approved by the City. The Contractor shall also bury the sewage diversion as necessary to meet any permit requirements. All sewage diversion piping shall be leak proof. Surface restoration that is required for installing sewage diversion piping and other appurtenances is incidental to the sewage by-pass pay item and shall meet the Contract requirements.

C. Sound baffles and temporary sound walls shall be installed to deflect sound from generators and bypass-pumps away from residential areas or as directed by the City. If necessary, the Contractor shall use critically silenced generators and pump units with hospital style mufflers to meet or exceed local noise ordinances. Such approved generators and accompanying pumps shall be continuously monitored while in operation and shall be placed to minimize disturbances to residential areas. If required, the Contractor shall secure a noise variance at no additional expense to the Owner.

D. Diversion of all sewage flow shall be maintained at all times. A qualified operator who is capable of emergency repairs or able to mobilize forces to handle power, pump, or other problems shall be on site immediately near the pumping system at all times. The Contractor shall be responsible for continuity of sewer service to each facility connected to the section of sewer during the execution of the work. Flow diversion equipment shall be in place and tested prior to disrupting the existing sewage flow patterns.

E. Each sewage diversion pump shall be powered by a dedicated power generator and shall operate as a single pumping unit. Every primary pumping unit shall be accompanied by a back-up unit. Back-up (redundant) sewage pumping unit(s) shall be of the same capacity as the largest primary pumping unit(s). Redundant pumps shall be used for replacement of failed pumps and for pumping peak instantaneous flows that exceed the peak hourly flow. Redundant pumps shall be on-line and connected to sewage diversion transmission piping prior to their required use and shall respond immediately in the event of a failed pump or an increase in sewage flows beyond the capacity of the pumps in full time service. The Contractor shall test

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each pump at least once every day that flow diversion activities are performed. The number of required primary and redundant pumps is addressed further in the Sewer Diversion Activities Narrative.

F. Flow diversion pipe and pumps shall be free of leaks. Leaking pipes and pumps shall be replaced immediately. Sewage spills shall be cleaned up immediately. If a sewage release occurs during any sewer diversion activity, the Contractor is responsible for taking immediate action to cease, contain, and cleanup the release, and to notify the authorities. The Contractor shall have sufficient equipment and materials at the work site to cease, contain and cleanup any sewage release that occurs during diversion operations. The Contractor will be responsible for all costs associated with sewage spill cleanup including applicable fines.

G. If sewage backup occurs and enters buildings; the Contractor shall be responsible for cleanup, repair, property damage costs, and claims.

H. No sewer diversion operation may proceed unless the Contractor has, at the work site, the following items:

1. Dry granular lime, of sufficient quantities, to be spread on any release for purposes of disinfectant. A 10% bleach solution may also be used as a disinfectant. Disinfectants may not be directly applied to any surface waters, streams, creeks, etc.
2. Equipment to secure the area of sewage release and isolate the public from accessing the release site. At a minimum, this shall include barricades and caution tape.
3. The equipment and materials on hand to stop the release and repair the failed item.
4. Equipment and materials to clean the site, rake up solid debris, and to dispose of material properly.

I. In case of sewage release during diversion operations, the Contractor shall immediately contact the following authorities notifying them of the release:

1. City of Sandy Public Works Department
2. City of Sandy Sewer Operations Department.
3. Oregon Emergency Response System (OERS) if the spill is directly into any water body of the State at 1-800-452-0311.

J. The Contractor shall be responsible for providing the following information to the authorities:

1. Release site
2. Date and time release found or started and time stopped
3. Release flow rate
4. Receiving stream
5. Action taken to stop release
6. Cause of release
7. Clean-up actions

Sewer Diversion Activities Narrative

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The following Sewer Diversion Activities Narrative is presented to assist the Contractor in developing a detailed Sewer Diversion Plan. This narrative presents mandatory diversion guidelines, diversion alternatives to reduce sewage flows required to be bypass pumped during construction, and estimated remaining sewage flows that are not diverted to be bypass pumped near the pipe installation. At a minimum, the Contractor shall abide by all mandatory guidelines stated herein. Proposed alternatives are for contractor information only and are not intended to be the only options available. As part of the sewer diversion plan, the Contractor may submit an alternative method while adhering to the mandatory guidelines stated herein. At a minimum, the Contractor's Sewer Diversion Plan shall address adequate diversion of all peak hourly sewage flows.

If the Contractor determines that it is necessary to divert the sewer system, the Contractor shall plug any and all manholes upstream of the manholes in question, and pump it to a downstream manhole.

General Requirements:

1. All temporary piping and other diversion equipment shall be removed from the site. All temporary buried piping under street right-of-way shall be removed. All site conditions shall be restored to preconstruction state and as stated in all permit provisions. Each existing service must be bypassed during the time when the service is disconnected until it is reconnected.

MEASUREMENT AND PAYMENT

Payment for sewage diversion will be considered incidental work for which no separate payment will be made.

SS-2 CHEMICAL GROUTING OF MANHOLES

Part – 1 GENERAL

SCOPE OF WORK

The intent of this section is the elimination of infiltration/inflow into manholes that are otherwise structurally sound, using various products and methods either singularly or in combination. The selected manholes may or may not be actively leaking. The purpose of this project is to install a grout curtain around the manhole. The Contractor shall warranty that these manhole will not leak for one year after the final completion of this project.

DESCRIPTION

The Contractor shall be responsible for furnishing all labor, materials, equipment, and testing required for the completion of chemical grouting of manhole defects in Accordance with the Contract Documents.

MANUFACTURER'S RECOMMENDATIONS

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All Materials, additives, mix ratios, and procedures needed for the grouting process shall be in accordance with manufacturer's recommendations. Manufacture must provide proof of Product liability insurance, material data sheets and M.S.D.S sheets.

MANHOLES

Manholes to be grouted are of concrete construction.

Part 2 - PRODUCTS

GROUTING MATERIALS

Chemical Grout Sealing shall be in accordance with ASTM F2414-04 Standard Practice for Sealing Sewer MANHOLES Using Chemical Grouting with the understanding that no preliminary repairs will be required. This contract is just for the injection of a chemical grout around all selected manholes.

Chemical grout shall be injected into the soil surrounding the manhole as specified for complete sealing. The grout used shall be a hydrophilic material

The chemical grout selected by the Contractor shall have the following characteristics;

1. Documented service of satisfactory performance in similar usage.
2. Controllable reaction times and shrinkage through the use additives supplied by the same manufacturer. The minimum set time shall be established so that adequate grout travel is achieved.
3. Resistance to chemicals; to most organic solvents, mild acids and alkali.
4. The chemical shall be essentially non-toxic in a cured form.
5. The material shall be able to withstand freeze/thaw and moving load conditions.

ADDITIVES

Additives may be utilized for catalyzing the reaction, lowering the freezing temperature of the chemical, and minimizing dehydration of the materials.

MATERIAL IDENTIFICATION

The Contractor shall completely identify the types of grout, mortar, and sealant used and provide case histories of successful use or defend the choice of grouting materials based on chemical and physical properties, ease of application, and expected performance, to the satisfaction of the Engineer.

MIXING AND HANDLING

Mixing and handling of chemical grout, which may be toxic under certain conditions shall be in accordance with the recommendations of the manufacturer and in such a manner to minimize hazard to personnel. It is the responsibility of the Contractor to provide appropriate protective measures to ensure that chemicals or gels are handled by authorized personnel in the proper manner. All equipment shall be subjected to the approval of the Engineer. Only personnel thoroughly familiar with the handling of the grout material and additives shall perform the grouting operations.

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PART 3 – EXECUTION

PRELIMINARY REPAIRS

If those instances where the amount of inflow is excessive, it may be necessary for the Contractor to soak oakum in an appropriate material and force the Oakum plug into opening until it sets.

TEMPERATURE

Normal grouting operations shall be performed in accordance with manufacturers' Recommendations.

GROUTING MATERIAL USAGE

For this project, manholes will be sealed. To stop leaks. Contractor shall reinspect each manhole one day after initial grouting to confirm more leaks have not presented as groundwater table rises. Any additional leaks will be sealed.

DRILLING AND INJECTION

1. Injection holes shall be drilled through the manhole wall at locations recommended by the manufacturer.
2. Grout shall be injected through the holes under pressure with suitable injection packers and or wall spears. Injection pressure shall not cause damage to the manhole structure or surrounding surface. Grout shall be injected through the lowest holes first. The procedure shall be repeated until the manhole is externally sealed with grout.
3. Grouting from the ground surface shall not be allowed.
4. Grout travel shall be verified by observation of grout to defects or adjacent injection holes. Provide additional injection holes, if necessary to ensure grout travel.
5. Injection holes shall be cleaned with a drill and patched with a waterproof quick setting mortar.

WARRANTY INSPECTION

1. Twelve months after completion of all chemical grouting work, and at the discretion of the owner or owner's representative, inspections of specific sections that were repaired should be conducted by the owner, owner's representative or engineer.
2. The owner is to notify the grouter within one week of any leak detected or failed inspection during the first twelve months after completion of the chemical grouting work.
3. Previously grouted defects, which leak or fail inspection within the first twelve months after the sealing work was completed, shall be resealed at no additional cost to owner.
4. Inspection of previously grouted defects can consist of observation for leaks as well as any specified tests as required by the Inspector.

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MEASUREMENT AND PAYMENT

Measurement of pressurized chemical grouting shall be on a per manhole basis. Measurement will be for each manhole.

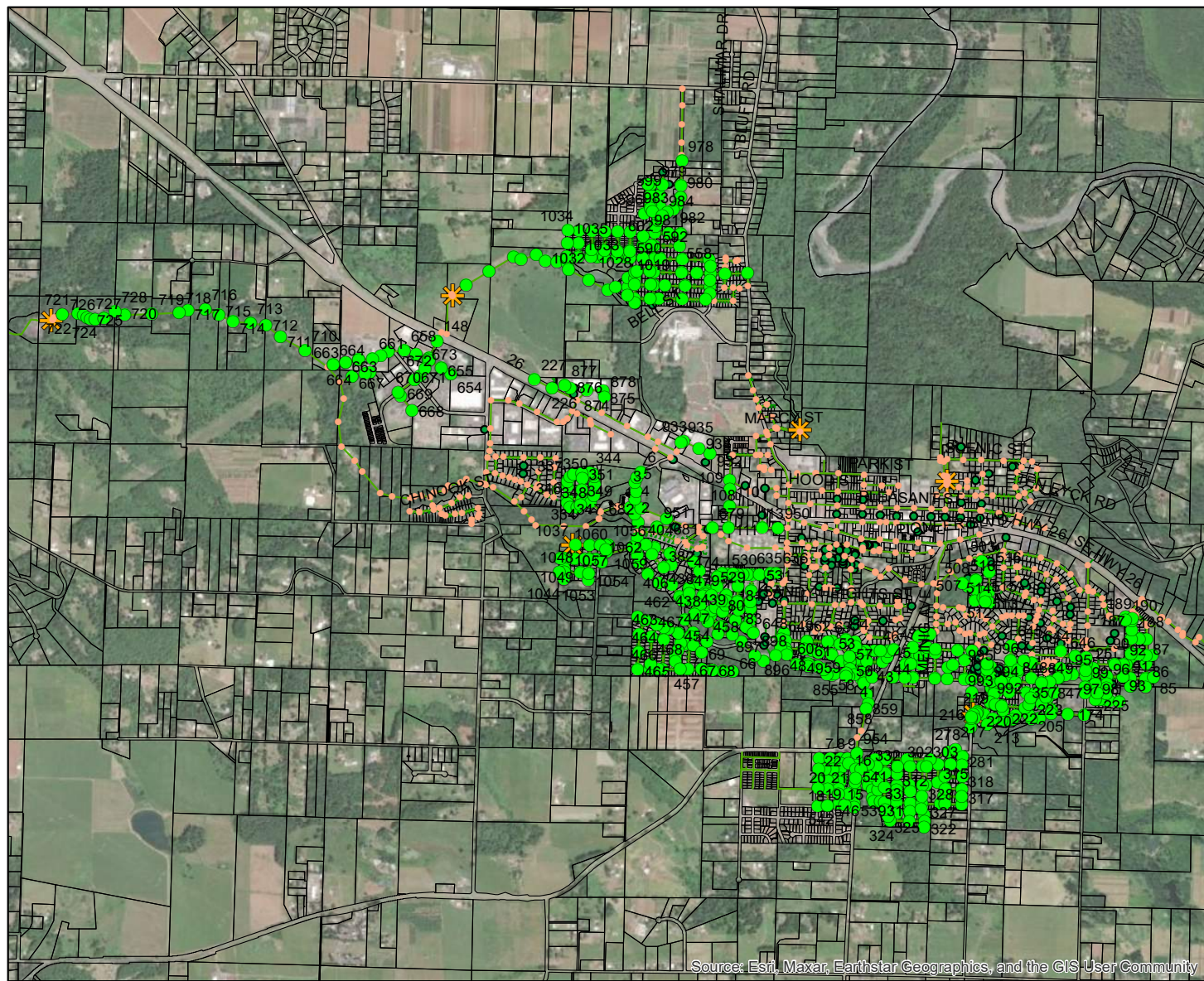
Payment shall include full compensation for work required to drill and install injection ports, the actual pressurized chemical grouting injection, materials, labor, and equipment required to perform the pressurized chemical grouting, complete-in-place. Payment for the pressurized chemical grouting shall be paid under the item "Chemical Grouting Injection of Manhole"

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I & I Grouting Project Phase 1

DATE: 12/7/2022
SCALE: NTS
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Site Map

- Sheet List**
- 2 - Basin 5 Sheet 1
 - 3 - Basin 5 Sheet 2
 - 4 - Priority 1 Sheet 1
 - 5 - Priority 1 Sheet 2
 - 6 - Priority 2 Sheet 1
 - 7 - Priority 2 Sheet 2
 - 8 - Priority 2 Sheet 3
 - 9 - Priority 2 Sheet 4
 - 10 - Priority 2 Sheet 5
 - 11 - Priority 2 Sheet 6
 - 12 - Priority 3 Sheet 1
 - 13 - Priority 3 Sheet 2
 - 14 - Priority 3 Sheet 3
 - 15 - Priority 3 Sheet 4
 - 16 - Priority 3 Sheet 5

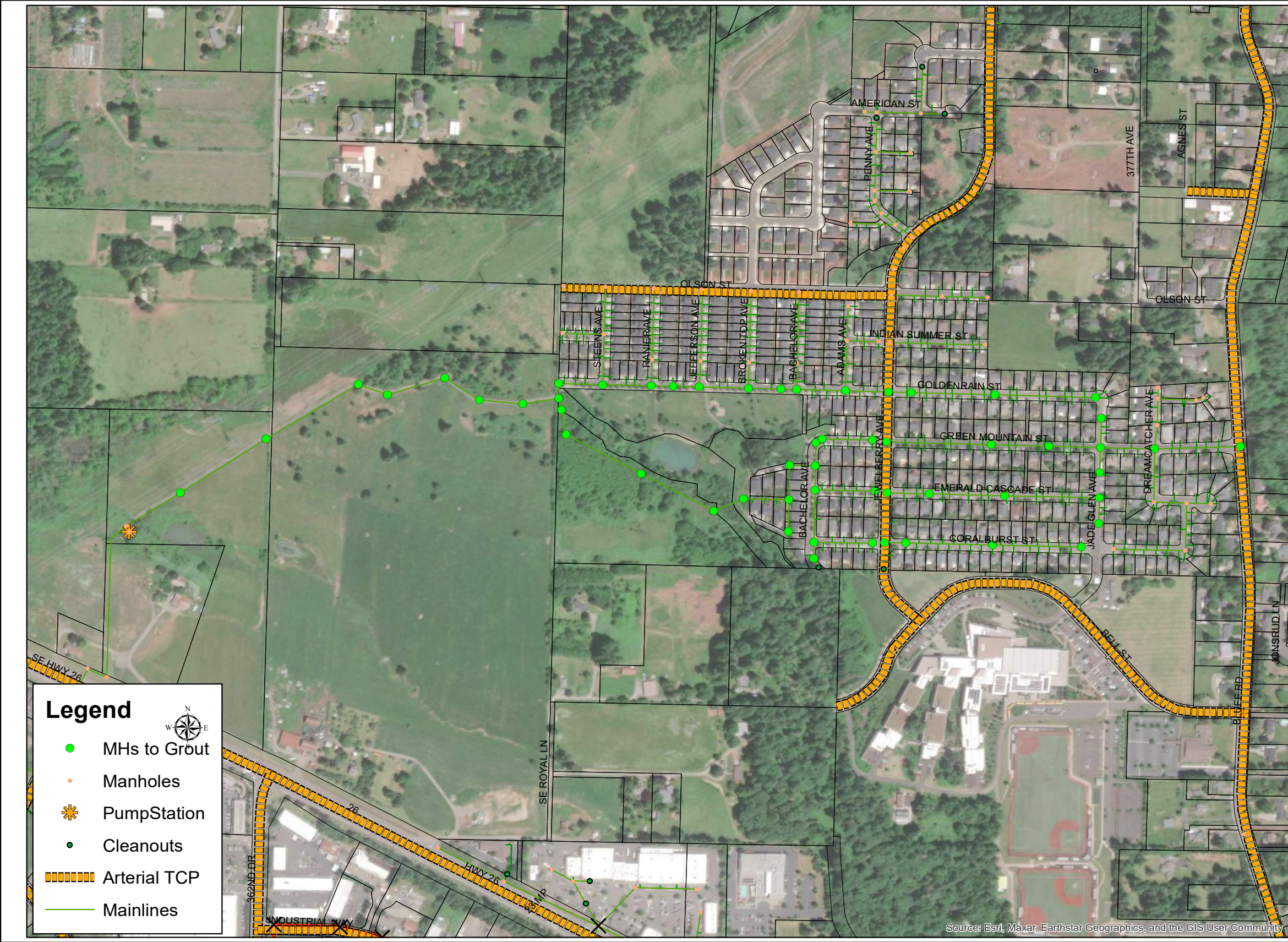
- Contacts**
- AJ Thorne - Project manager - 503-489-2162
 - Ryan Wood - Public Works Superintendent - 503-489-0928
 - Robby Cox - ODOT Access Coordinator - 503-667-7441



The information shown was prepared for use by the City of Sandy and no other purpose. The City of Sandy will not be responsible for any errors and omissions if used by others. All information MUST BE FIELD VERIFIED to substantiate its validity

PROJECT NAME: **I&I Grouting Program Phase 1**
SHEET NAME/LOCATION: **Cover Page**

SANDY
WHERE INNOVATION MEETS ELEVATION
DEPARTMENT OF PUBLIC WORKS
39250 PIONEER BLVD
SANDY, OR 97055
503-668-5533



DEPARTMENT OF PUBLIC WORKS
39250 PIONEER BLVD
SANDY, OR 97055
503-668-5533

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PROJECT NAME: **I&I Grouting Program Phase 1**
SHEET NAME/ LOCATION: **Basin 5 Sheet 1
37531 Emerald Cascade St**

DATE: **12/7/2022**
SCALE: **NTS**
PAGE: **2 OF 17**



Legend

- MJs to Grout
- Manholes
- ★ PumpStation
- Cleanouts
- Arterial TCP
- Mainlines

DEPARTMENT OF PUBLIC WORKS
39250 PIONEER BLVD
SANDY, OR 97055
503-668-5533

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PROJECT NAME: **I&I Grouting Program Phase 1**

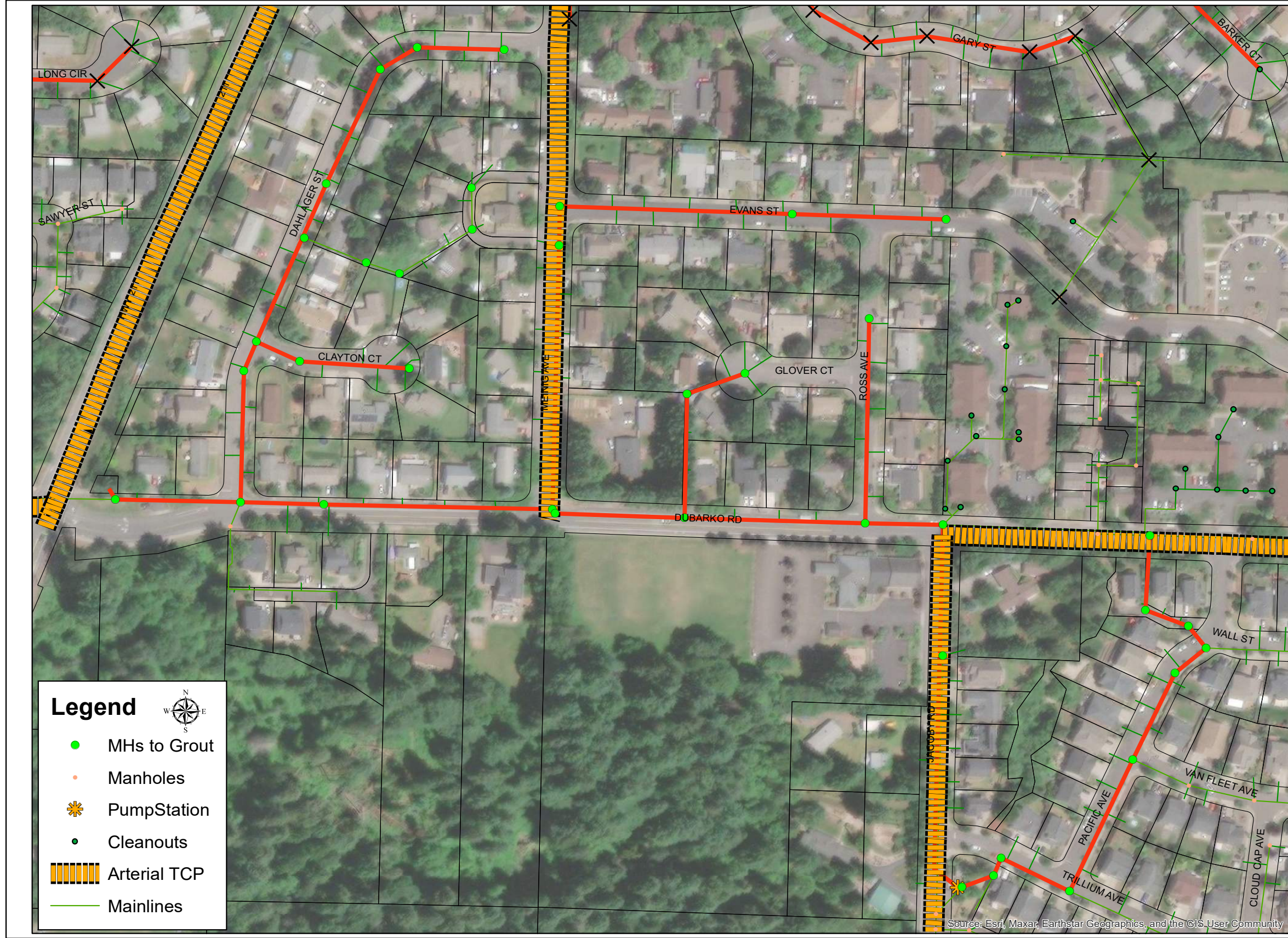
SHEET NAME/ LOCATION: **Basin 5 Sheet 2
37029 Olson St.**

DATE: **12/7/2022**

SCALE: **NTS**

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Source: Esri, Maxar, Earthstar, Geographics, and the GIS User Community



Legend

- MHs to Grout
- Manholes
- ✱ PumpStation
- Cleanouts
- Arterial TCP
- Mainlines



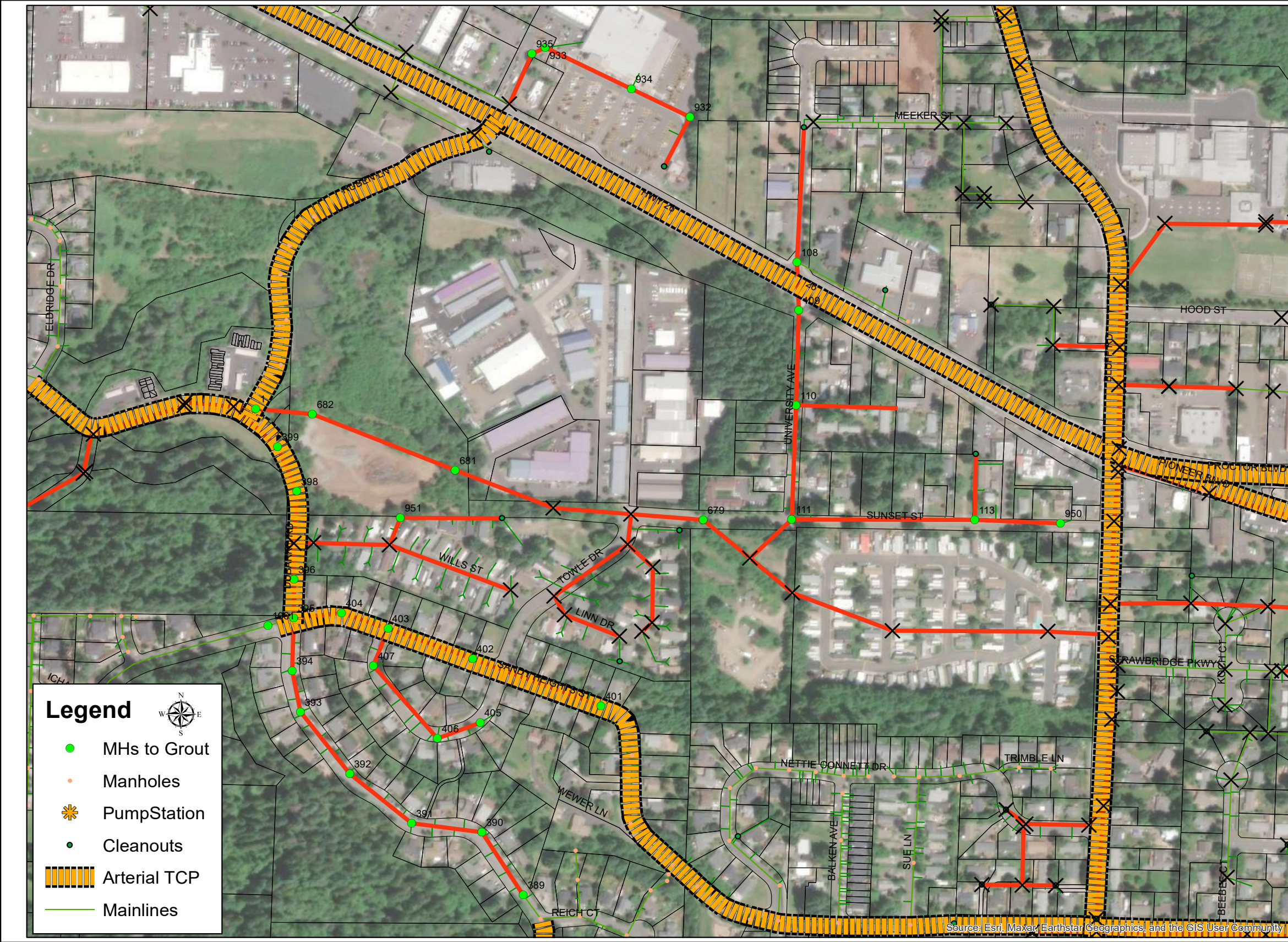
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 503-668-5533

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PROJECT NAME: **I&I Grouting Program Phase 1**
 SHEET NAME/ LOCATION: **Priority 1 Sheet 1
 18450 Meinig Ave**

DATE: **12/7/2022**
 SCALE: **NTS**
 PAGE: **4 OF 17**

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Legend

- MHS to Grout
- Manholes
- Pump Station
- Cleanouts
- Arterial TCP
- Mainlines

WHERE INNOVATION MEETS ELEVATION

DEPARTMENT OF PUBLIC WORKS
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PROJECT NAME: **I&I Grouting Program Phase 1**

SHEET NAME/ LOCATION: **Priority 1 Sheet 2
37485 Sandy Heights St**

DATE: **12/7/2022**

SCALE: **NTS**

PAGE: **5 OF 17**

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PROJECT NAME: **I&I Grouting Program Phase 1**
SHEET NAME/LOCATION: **Priority 2 Sheet 1
36800 Double Creek Dr**

DATE: **12/7/2022**
SCALE: **NTS**
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Legend

- MHs to Grout
- Manholes
- ★ PumpStation
- Cleanouts
- Arterial TCP
- Mainlines

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PROJECT NAME: **I&I Grouting Program Phase 1**

SHEET NAME/ LOCATION: **Priority 2 Sheet 2
37831 Sandy Heights St**

DATE: **12/7/2022**

SCALE: **NTS**

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Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Legend

- MHS to Grout
- Manholes
- ★ PumpStation
- Cleanouts
- Arterial TCP
- Mainlines



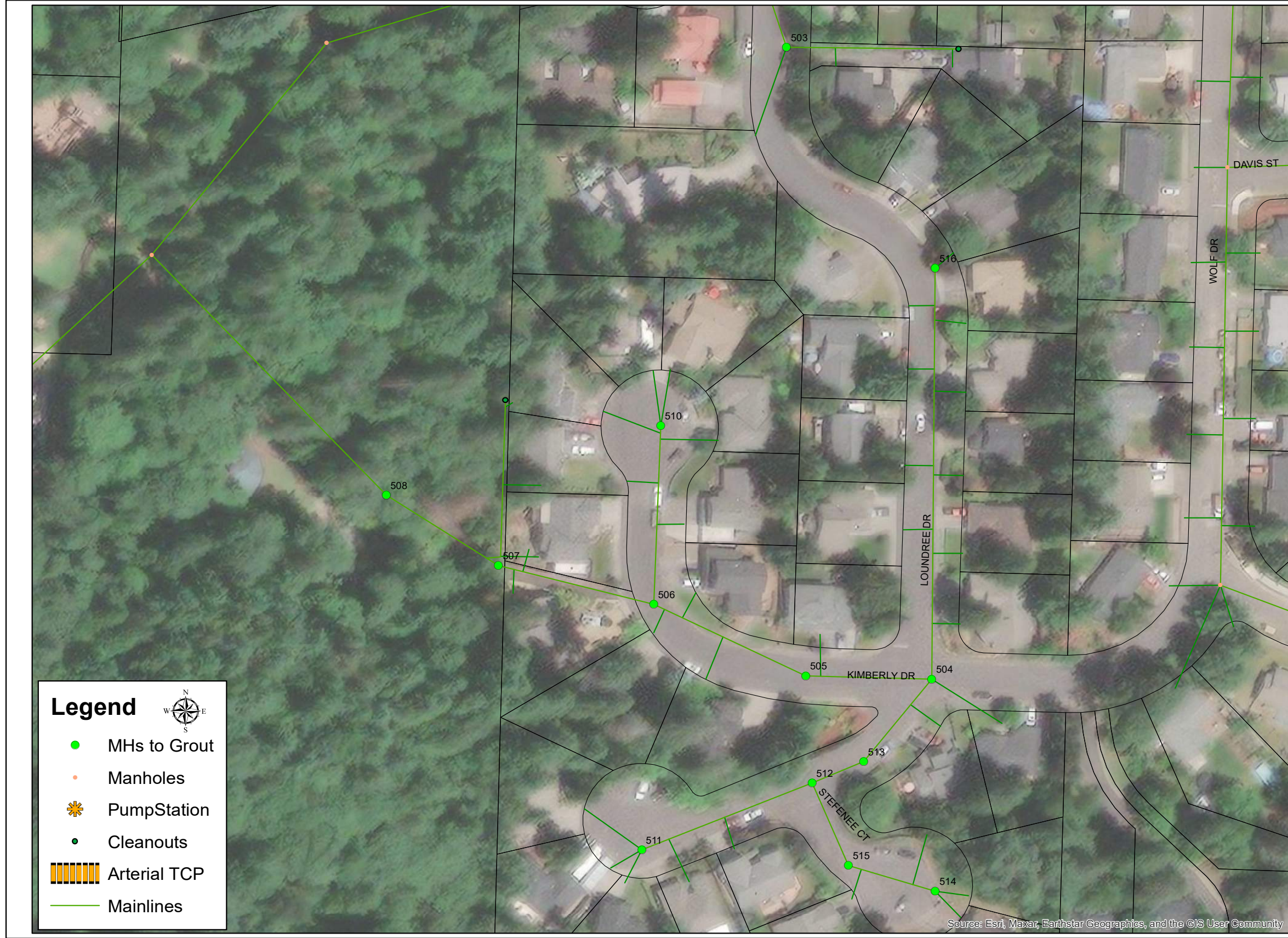
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

SANDY
 WHERE INNOVATION MEETS ELEVATION
 DEPARTMENT OF PUBLIC WORKS
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PROJECT NAME: **I&I Grouting Program Phase 1**
 SHEET NAME/ LOCATION: **Priority 2 Sheet 3
 18214 Grey Ave**

DATE: **12/7/2022**
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Legend

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- Manholes
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WHERE INNOVATION MEETS ELEVATION

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PROJECT NAME: **I&I Grouting Program Phase 1**

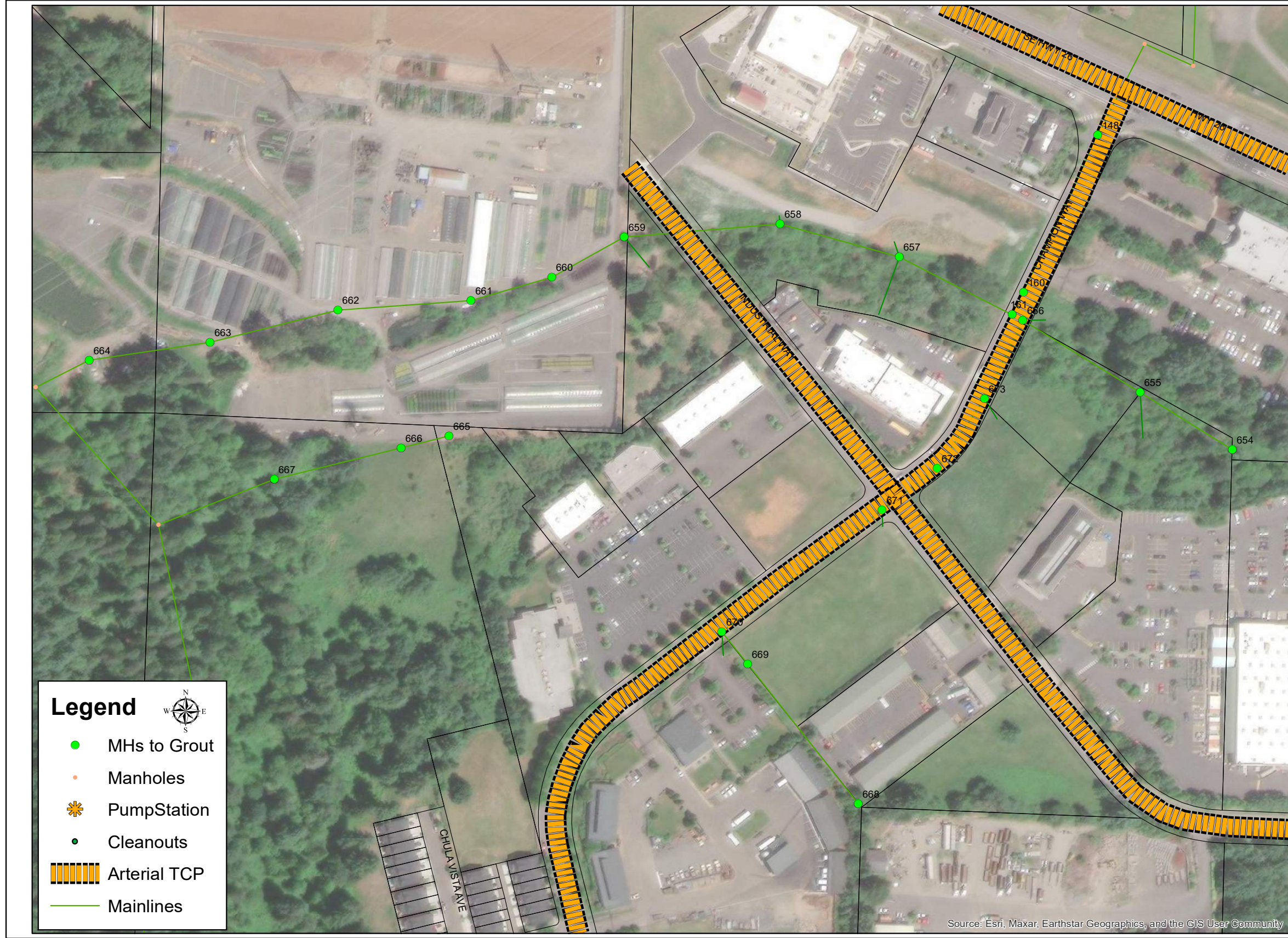
SHEET NAME/LOCATION: **Priority 2 Sheet 4
17820 Loundree Dr**

DATE: **12/7/2022**

SCALE: **NTS**

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Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Legend

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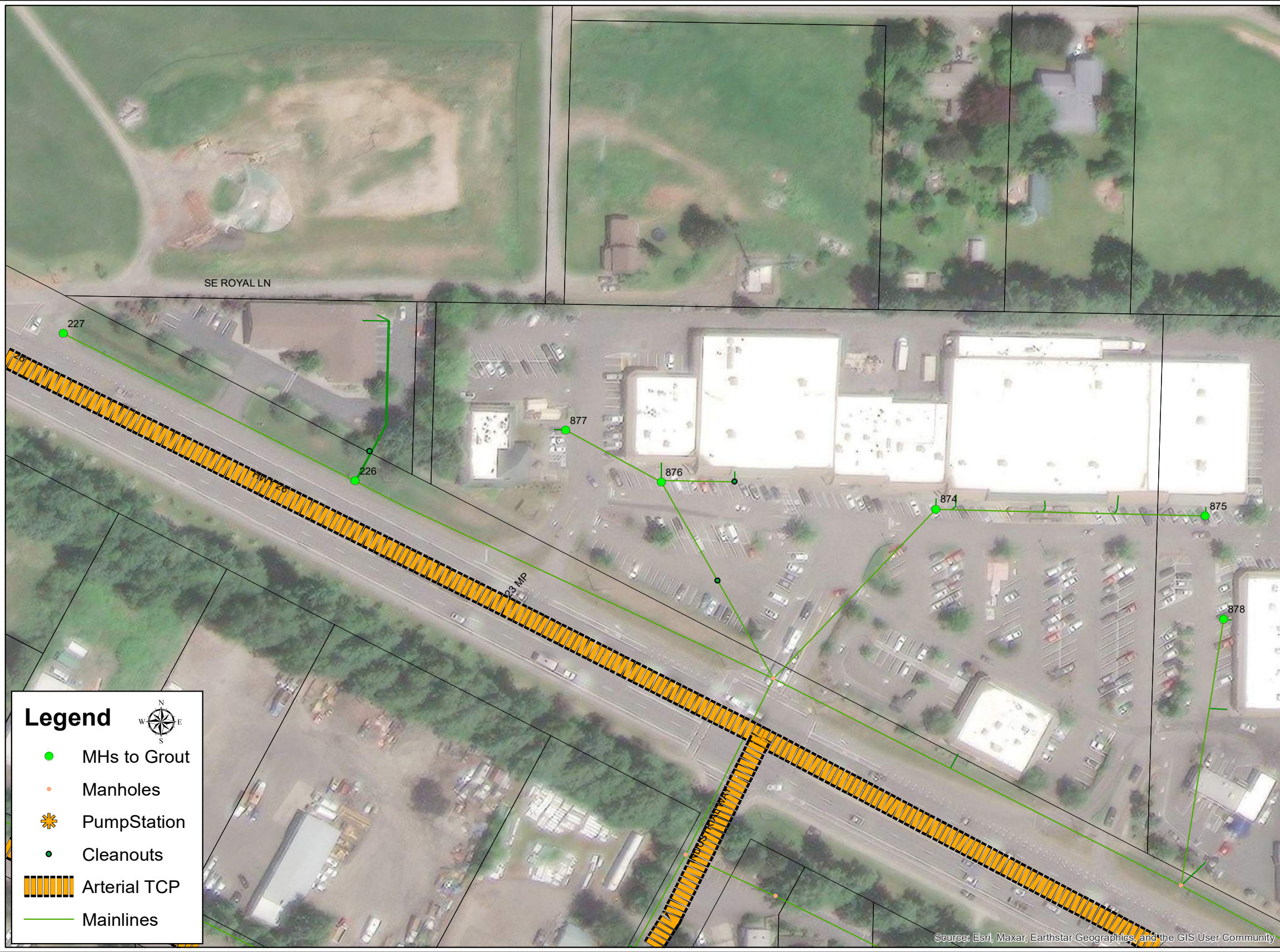
SHEET NAME/ LOCATION: **Priority 2 Sheet 5
16633 Champion Way**

DATE: **12/7/2022**

SCALE: **NTS**

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Legend

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PROJECT NAME: **I&I Grouting Program Phase 1**

SHEET NAME/ LOCATION: **Priority 2 Sheet 6
36859 Mt Hood Hwy**

DATE: **12/7/2022**

SCALE: **NTS**

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Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Legend

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- Manholes
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DATE: 12/7/2022
 SCALE: NTS
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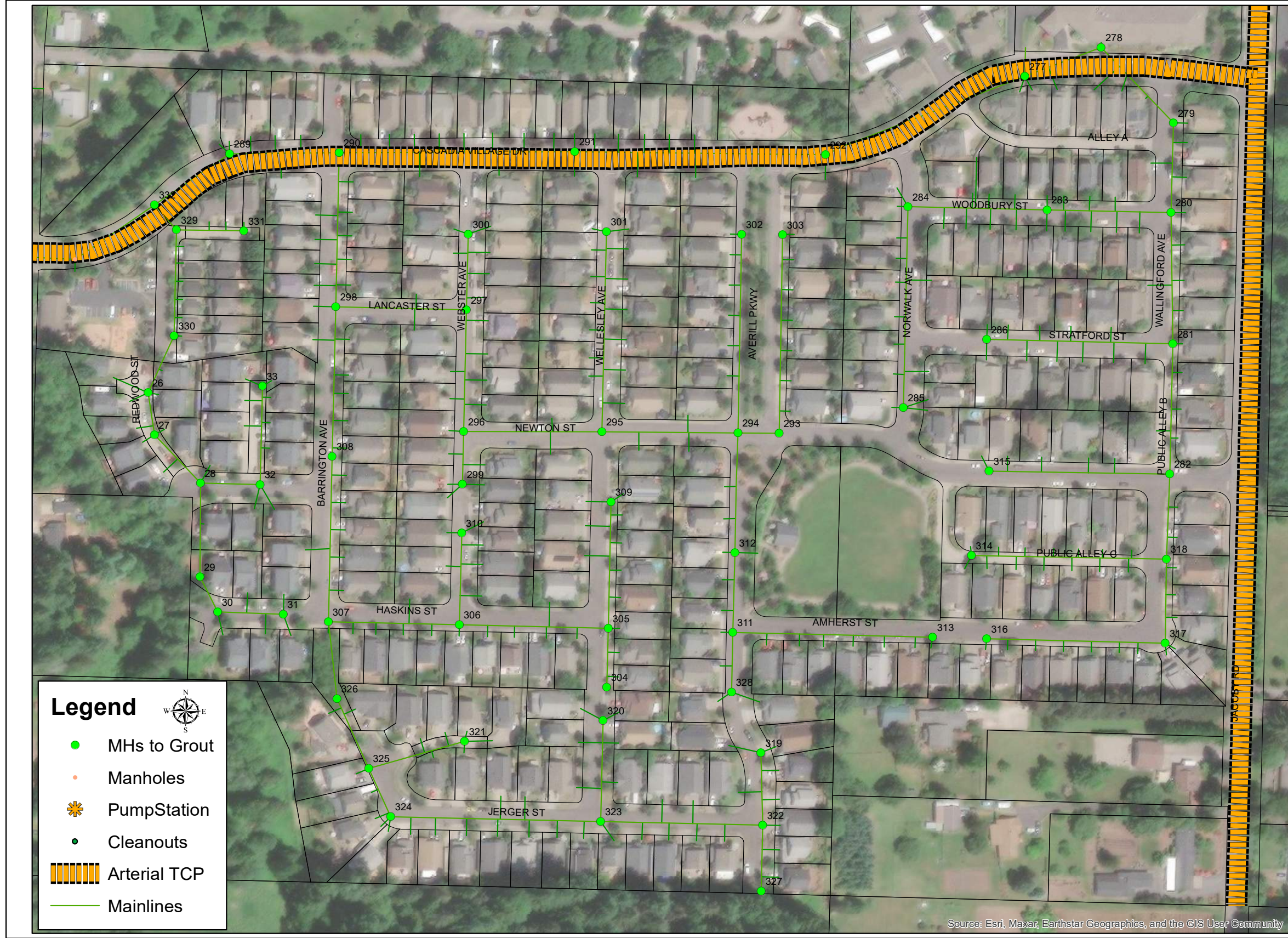
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PROJECT NAME: I&I Grouting Program Phase 1
 SHEET NAME/LOCATION: Priority 3 Sheet 1
 38533 Barlow Parkway

WHERE INNOVATION MEETS ELEVATION

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Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Legend

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PROJECT NAME: **I&I Grouting Program Phase 1**
SHEET NAME/ LOCATION: **Priority 3 Sheet 2
19115 Averill Parkway**

DATE: **12/7/2022**
SCALE: **NTS**
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Legend

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PROJECT NAME: **I&I Grouting Program Phase 1**

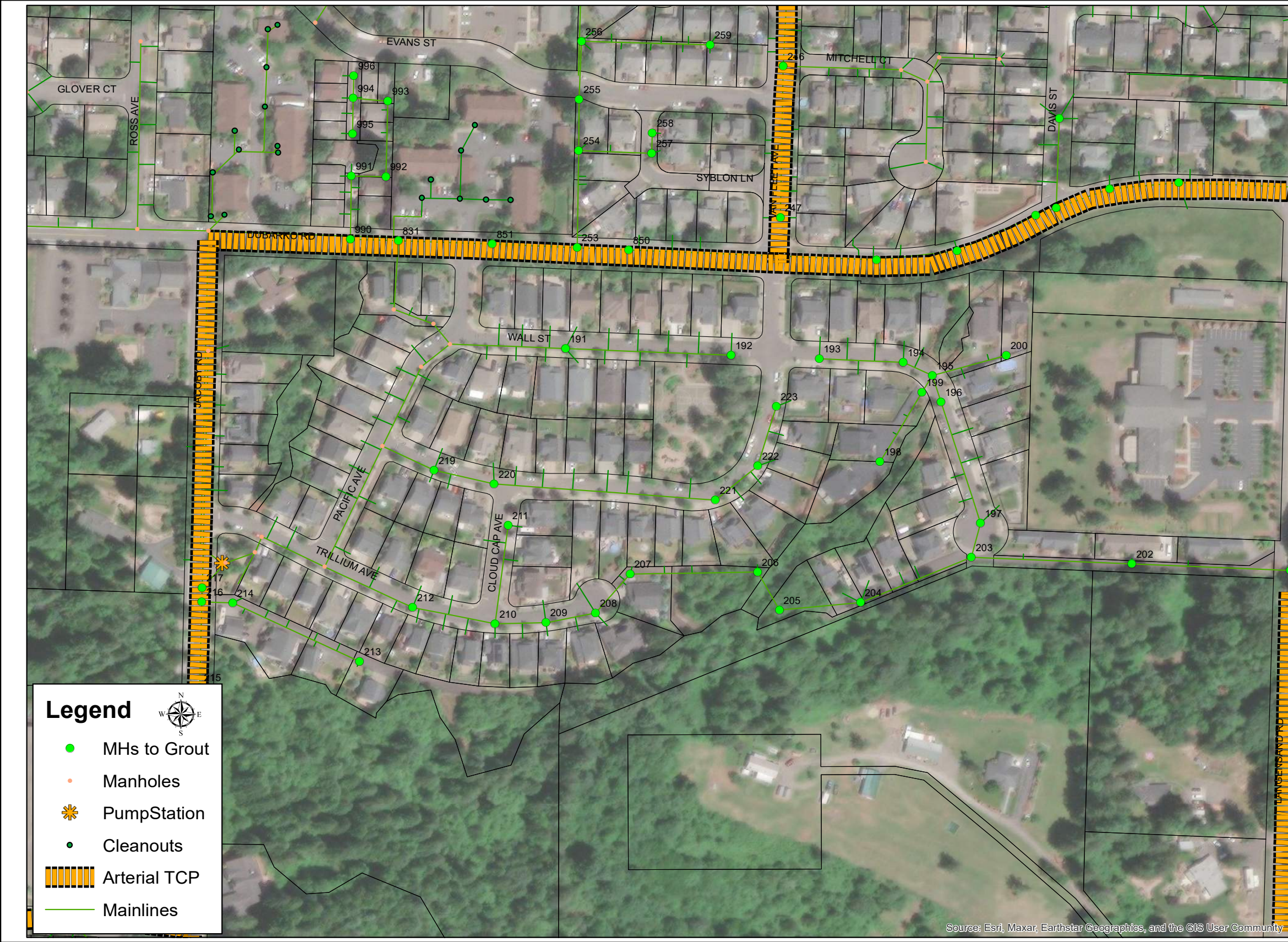
SHEET NAME/ LOCATION: **Priority 3 Sheet 3
38588 Limerick St**

DATE: **12/7/2022**

SCALE: **NTS**

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Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



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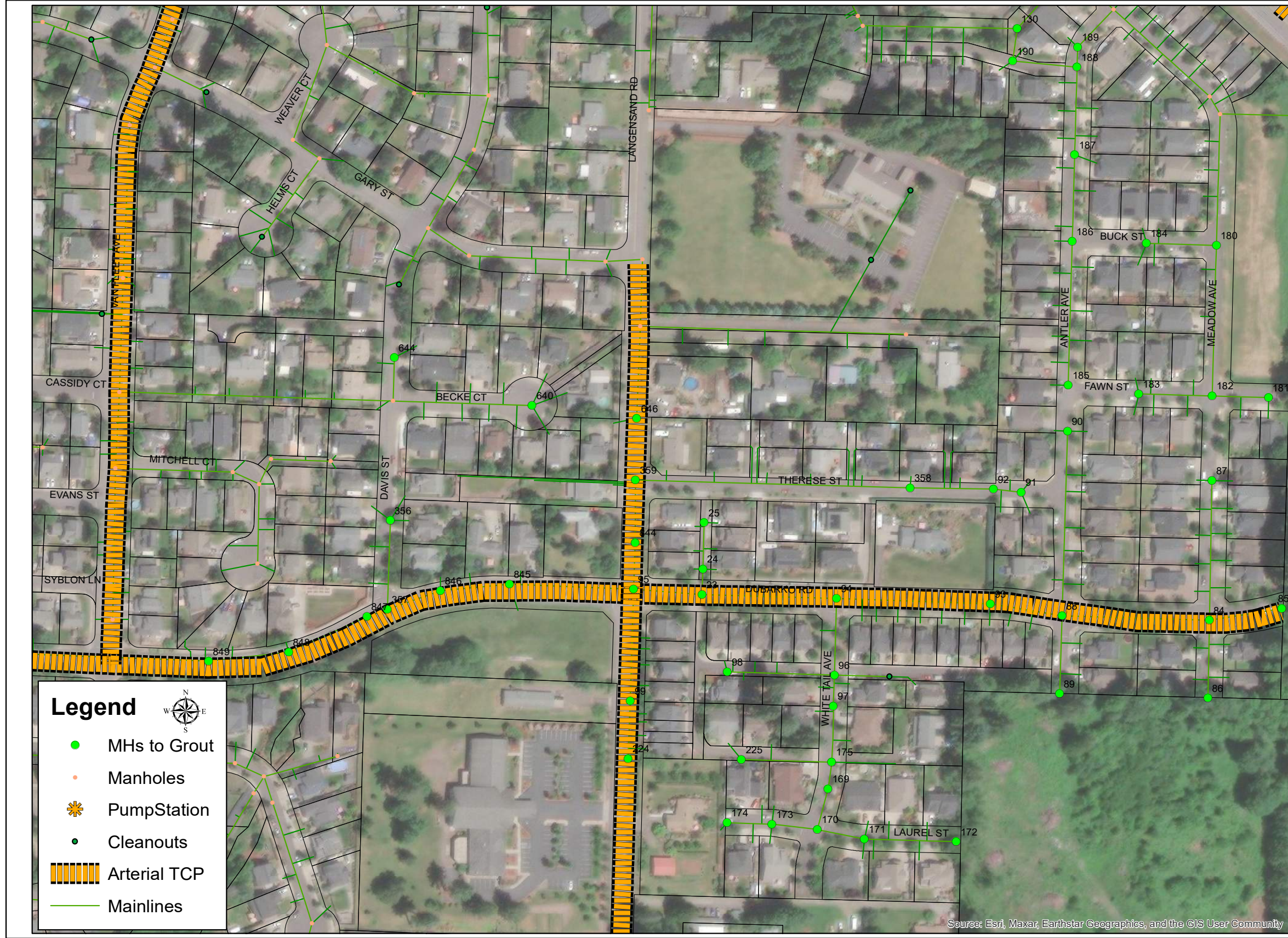
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PROJECT NAME: **I&I Grouting Program Phase 1**
SHEET NAME/ LOCATION: **Priority 3 Sheet 4
36910 Wall St**

DATE: **12/7/2022**
SCALE: **NTS**
PAGE: **15 OF 17**

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Legend

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PROJECT NAME: **I&I Grouting Program Phase 1**
 SHEET NAME/ LOCATION: **Priority 3 Sheet 5
 18340 Langensand Rd**

DATE: **12/7/2022**
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Legend

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PROJECT NAME: **I&I Grouting Program Phase 1**
 SHEET NAME/ LOCATION: **High Flow Offroad 35490 SE HWY 26**

DATE: **12/7/2022**
 SCALE: **NTS**
 PAGE: **17 OF 17**

Bid Opening Summary
1/17/2023

2023 Manhole Grouting Project
4:00 PM

Bidder	Signed	Bond	First Teir	Addendum	Bid
Emagineered Solutions	X	X	X	X	\$ 899,980.00
Michels Corp	X	X	X	X	\$ 560,972.00
Molecular Inc	X	X		X	\$ 582,900.00
Pro-Vac	X	X	X	X	\$ 344,475.00

Apparent Low Bidder: Olson Brothers Pro-Vac

Bid Tab
2023 Manhole Grouting Project

12-Jan
2023

Description	Units	Quantity	Engineer's Estimate		Olson Brothers ProVac		Michels Trenchless Inc		Molecular Inc		Emagineerd Solutions		Average	
			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Mobilization	LS	1	\$ 37,615.47	\$ 37,615.47	\$ 22,300.00	\$ 22,300.00	\$ 5,832.00	\$ 5,832.00	\$ 15,000.00	\$ 15,000.00	\$ 27,200.00	\$ 27,200.00	\$ 17,583.00	\$ 17,583.00
Chemical grouting of manholes	EA	343	\$ 800.00	\$ 274,400.00	\$ 685.00	\$ 234,955.00	\$ 1,250.00	\$ 428,750.00	\$ 1,300.00	\$ 445,900.00	\$ 1,934.26	\$ 663,451.18	\$ 1,292.32	\$ 443,264.05
Chemical grouting of manholes - High Flow Offroad	EA	22	\$ 1,000.00	\$ 22,000.00	\$ 795.00	\$ 17,490.00	\$ 1,550.00	\$ 34,100.00	\$ 2,000.00	\$ 44,000.00	\$ 3,380.91	\$ 74,380.02	\$ 1,931.48	\$ 42,492.51
Manhole Base repair	EA	34	\$ 1,200.00	\$ 40,800.00	\$ 595.00	\$ 20,230.00	\$ 1,085.00	\$ 36,890.00	\$ 2,000.00	\$ 68,000.00	\$ 3,004.41	\$ 102,149.94	\$ 1,671.10	\$ 56,817.49
Traffic control and flagging	LS	1	\$ 31,520.00	\$ 31,520.00	\$ 49,500.00	\$ 49,500.00	\$ 55,400.00	\$ 55,400.00	\$ 10,000.00	\$ 10,000.00	\$ 32,800.00	\$ 32,800.00	\$ 36,925.00	\$ 36,925.00
Total:			\$ 406,335.47	\$ 406,335.47	\$ 344,475.00	\$ 344,475.00	\$ 560,972.00	\$ 560,972.00	\$ 582,900.00	\$ 582,900.00	\$ 899,981.14	\$ 899,981.14	\$ 597,082.04	\$ 597,082.04



Staff Report

Meeting Date: January 17, 2023
From Kelly O'Neill Jr., Development Services Director
SUBJECT: Industrial Design Standards Modifications

DECISION TO BE MADE:

Whether to adopt an ordinance to modify the design standards for two industrial zoning districts.

BACKGROUND / CONTEXT:

Over the past five years, the Planning Commission has approved several variances and design deviations to the design standards in Section 17.90.130, most recently at the US Metals site and Trillium Machine. The Planning Commission will hear another variance request on January 30, 2023, related to roof slope for the new Johnson RV service facility at 16800 362nd Drive. The existing development code regulations in Section 17.90.130, which are currently applicable to the Light Industrial (I-2) zoning district, are creating unnecessary burdensome design requirements that are consistently being waived by the Planning Commission. The existing design requirements are not conducive for industrial development, such as manufacturing, distribution, or processing facilities. All of these industrial uses are needed employers in Sandy.

City staff received input on the proposed code modifications from a local planner, a local architect, and the clear and objective code audit contractor, MIG-APG. The input was very helpful and was incorporated into the proposed code modifications. On September 26, 2022, the Planning Commission reviewed the proposed code amendments, made some slight modifications, and forwarded to the City Council for approval.

KEY CONSIDERATIONS / ANALYSIS:

Section 17.90.130 of the Design Standards in Title 17 of the Sandy Municipal Code is not accommodating of most industrial uses and was written prior to the additional screening standards in Section 17.50.30(C) that were added to the municipal code in 2012 (Ordinance 2012-05). The additional screening standards have rendered a number of the design requirements, both for building design and site design, to be overly burdensome and unnecessary to new industrial sites being screened from streets. The proposed code changes expand the vegetative screening requirement in the Light Industrial (I-2) and General Industrial (I-3) zoning districts while removing the requirement for certain design elements that would not be visible to the public due to the required vegetative screen.

There are a number of code standards in Section 17.90.130, such as roof slope, building articulation, and window requirements, that are not necessary due to the screening requirements. These additional design requirements provide Sandy with a competitive disadvantage for attracting some industrial development, as they add cost and undesirable design elements for industrial facilities.

Currently, there is no property inside the city limits of Sandy that is zoned I-3, however, there is land inside the UGB that is zoned I-3. Section 17.90.130 is currently only applicable to the Light Industrial (I-2) zoning district, but the Planning Commission and staff propose making these standards applicable to the General Industrial (I-3) zoning district as well. If the code is not modified to include the I-3 zoning district, then there will be no codified code language to guide site and building design once I-3 land is eventually annexed in the future.

RECOMMENDATION:

The Planning Commission and staff recommend that the City Council discuss the proposed code modifications. If the City Council is satisfied with the proposed code modifications, then staff recommends that Council adopts the attached ordinance. Alternatively, if the City Council wants additional time to digest the proposed code modifications or prefers additional modifications followed by further review then please direct staff on your preferences so that staff may return with additional code modifications at a future City Council meeting date.

BUDGETARY IMPACT:

The proposed code modifications will reduce construction costs for industrial businesses and make construction of such businesses less cost burdensome in Sandy, therefore, providing a competitive advantage as related to our existing code.

LIST OF ATTACHMENTS/EXHIBITS:

- Ordinance 2023-01
- Exhibit A. Code Modifications to Section 17.90.130
- Exhibit B. Ordinance Findings



NO. 2023-01

AN ORDINANCE AMENDING CHAPTER 17.90 OF TITLE 17 OF THE SANDY MUNICIPAL CODE.

Whereas, the City Council wants to modify Section 17.90.130 of Chapter 17.90, Design Standards, applicable to the Light Industrial (I-2) zoning district and wants to apply the same standards to the General Industrial (I-3) zoning district; and

Whereas, the City Council wants to expand the vegetative screening requirement in the Light Industrial (I-2) and General Industrial (I-3) zoning districts while removing the requirement for certain design elements that would not be visible to the public due to the required vegetative screen; and

Whereas, the City Council wants to modify the code to reduce construction costs for industrial businesses and make construction of such businesses less cost burdensome in Sandy, therefore, providing a competitive advantage as related to our existing code; and

Whereas, the City Council wants to make other minor code changes as contained below; and

Whereas, on August 15, 2022, the City provided notice of the proposed amendments to DLCDC in conformance with ORS 197.610; and

Whereas, the Planning Commission held a public hearing to review the amendments on September 26, 2022, and forwarded a recommendation of approval to the City Council; and

Whereas, the City Council then held a public hearing to review the proposal on January 17, 2023.

NOW, THEREFORE, THE CITY OF SANDY ORDAINS AS FOLLOWS:

Section 1. Sandy Municipal Code Chapter 17.90 is amended as detailed in Exhibit A, attached and incorporated by reference.

Section 2. In support of this ordinance, the City Council adopts the findings and conclusions attached as Exhibit B.

Section 3. All remaining provisions of the Sandy Comprehensive Plan and Title 17 of the Sandy Municipal Code are reaffirmed in their entirety.

Section 4. This Ordinance shall become effective 30 days from the date of adoption.

#2023-01

This ordinance is adopted by the Common Council of the City of Sandy and approved by the Mayor this 06 day of February 2023

Stan Pulliam, Mayor

ATTEST:

Jeff Aprati, City Recorder

#2023-01

Sec. 17.90.130. Light Industrial (I-2) and General Industrial (I-3) design standards.A. *Access.*

1. All lots shall abut or have legal access to a dedicated public street.
2. All lots ~~which that~~ have access to a public alley shall provide for all personal and service access for vehicles from that alley.
- ~~3. Parking lots may include public alley accessed garages at the rear property line.~~
4. Joint use of access points and interconnections shall be required, where deemed needed by the Director and ~~City Engineer~~ Public Works Director.
5. Each lot shall be permitted one access point, except lots with street frontage of 150 feet or more may be permitted one or more additional access points, if approved by the ~~City Engineer~~ Public Works Director.
- ~~6. Connection to Adjacent Properties: The location of any real improvements to the property must provide for a future street and pedestrian network to adjacent properties.~~

B. *Pedestrian Accessibility.*

1. Special attention shall be given to designing a primary building entrance for each unit within a building that, ~~which~~ is both attractive and functional (e.g., SandyStyle).
2. Building entries ~~must~~ shall comply with the accessibility requirements of the Oregon State Structural Specialty Code.
- ~~3. Buildings located at the intersection of two streets shall consider the use of a corner entrance to the building.~~
- ~~4. Pedestrian environment may be enhanced by street furniture, landscaping, awnings, and movable planters of seasonal flowers.~~

C. *Building Facades, Materials and Colors for All Structures.*

- ~~1. Facades. Facades shall be varied and articulated to provide visual interest to pedestrians. Within larger projects, variations in facades, floor levels, architectural features, and exterior finishes shall create the appearance of several smaller buildings.~~
2. *Building Materials.* Exterior building materials shall convey an impression of durability. Materials such as masonry, stone, stucco, ~~and wood~~, composite siding, and metal are permitted, ~~are encouraged~~. ~~Metal is not allowed as the primary exterior building material except in the I-2 and I-3 districts, but it may be used for accents including awnings.~~
- ~~3. Siding. Lap or horizontal siding or walls of brick, masonry or stone shall be required. Vertical grooved (i.e., T1-11) sheet siding is prohibited.~~
4. *Masonry Finishes.* Where masonry is used for exterior finish, decorative patterns must be incorporated. Examples of these decorative patterns include multicolored masonry units, such as brick, stone, or cast stone, in layered or geometric patterns or split-faced concrete block to simulate a rusticated stone-type construction.
5. *Change in Relief.* Buildings must include changes in relief on ten percent of the facades facing public streets or residential development. ~~Relief changes include cornices, bases, fenestration, fluted masonry or other treatments for pedestrian interest and scale.~~

~~64. Colors. Building exteriors shall comply with the following standards: Preferred colors for exterior building finishes are earth tones, creams, and pastels of earth tones. High-intensity primary colors, metallic colors, and black may be utilized as trim and detail colors but shall not be used as primary wall colors.~~

- a. Permitted colors include warm earth tones (tans, browns, reds, grays, and greens).
- b. High-intensity primary colors, metallic colors and black, may be utilized as trim and detail colors only, not to exceed one percent (1%) of the surface area of any elevation. Such color shall not be used as primary wall colors.
- c. Day-glow colors, highly reflective colors, and similar colors are not permitted.

~~75. Ornamental Devices.~~ Ornamental devices, such as molding, entablature and friezes, are encouraged at the roofline. Where such ornamentation is present in the form of a linear molding or board, the band must be at least eight inches wide.

~~8. Alcoves, Porches, Arcades, etc.~~ Building must incorporate features such as arcades, awnings, roofs, porches, alcoves, and porticoes to protect pedestrians from the rain and sun. Awnings and entrances may be designed to be shared between two structures.

~~9. Continuous Outdoor Arcades.~~ Continuous outdoor arcades are strongly encouraged.

~~10. Traditional Storefront Elements.~~ For buildings designed to house retail, service, or office businesses, traditional storefront elements are required. These elements include:

- a. Clearly delineated upper and lower facades;
- b. A lower facade dominated by large display windows and a recessed entry or entries;
- c. Smaller, regularly spaced windows in the upper floor;
- d. Decorative trim, such as window hoods, surrounding upper floor windows;
- e. A decorative cornice near the top of the facade.

D. Roof Pitch, Materials, and Parapets.

1.

Zoning District	Minimum Pitch (principal and accessory structures)
I-2 and I-3	3:12 1:12

- 2. Flat roofs (with minimum pitch for drainage) are permitted with detailed stepped parapets or detailed brick coursing.
- 3. Parapet corners ~~must~~ shall be stepped or the parapet ~~must~~ shall be designed to emphasize the center or primary entrance(s), unless the primary entrance is at the corner of the building.
- 4. Visible roof materials shall be architectural grade composition shingle, slate, concrete tile, or metal. Metal with standing or batten seam shall conform to the Color Palette in Appendix D. ~~must be wood or architectural grade composition shingle, slate, tile or sheet metal with standing or batten seam.~~
- 5. All roof and wall-mounted mechanical, electrical, communications, and service equipment, including satellite dishes and vent pipes, must be screened from public view by parapets, walls or by other approved means.

E. Building Orientation and Entrance Standards.

-
1. Primary entries shall face a public street or designated pedestrian way [that connects to a parking lot](#).
 - ~~2. Primary entrances must be architecturally emphasized and visible from the public right-of-way.~~
 - ~~3. Buildings must have an entrance connecting directly between the right-of-way and the building interior.~~
 - 4.2. Secondary entries may face parking lots or loading areas. ~~Buildings must have an entrance connecting directly between the street and the building interior.~~
 - 5.3. [Pedestrian Entries, but not garage door entries](#), shall be sheltered with an overhang or portico with a depth of at least ~~four~~ [five \(5\)](#) feet.
 - ~~6. Multiple units: Ground floor units shall face a public street or designated pedestrian way and be visible from the street whenever feasible and shall avoid out-of-direction travel.~~

F. *Windows.*

1. ~~Windows, which allow views to the interior activity or display areas, are encouraged. Windows shall be located in a manner that enables tenants, employees, and police to watch over pedestrian, parking and loading areas.~~ Windows shall include sills at [the](#) bottom and pediments at the top. Glass curtain walls, reflective glass, and painted or darkly tinted glass ~~shall not be used~~ [are prohibited](#).
- ~~2. Ground Floor Windows. All new buildings must provide ground floor windows along street frontages.~~
 - ~~a. Required window areas must be either windows that allow views into working areas or lobbies, pedestrian entrances, or display windows.~~
 - ~~b. Required windows must have a sill no more than four feet above grade. Where interior floor levels prohibit such placement, the sill must be raised to allow it to be no more than two feet above the finished floor level, up to a maximum sill height of six feet above grade.~~
 - ~~c. Darkly tinted windows and mirrored windows that block two-way visibility are prohibited for ground floor windows along street façades.~~
 - ~~d. Any wall that faces a public right-of-way must contain at least ten percent of the ground floor wall area in display areas, windows, and doorways. Blank walls facing a public right-of-way are prohibited.~~
 - ~~e. Glass curtain windows are not permitted fronting public rights-of-way.~~
- ~~3. Upper Floor Window Standards.~~
 - ~~a. Glass area dimensions shall not exceed five feet by seven feet. (The longest dimension may be taken either horizontally or vertically.)~~
 - ~~b. Windows must have trim or molding at least two inches wide around their perimeters.~~
 - ~~c. At least half of all the window area in upper floors must be made up of glass panes with dimensions no greater than two feet by three feet. Windows that have one foot by one foot grid inside double pane glass are appropriate and are encouraged.~~

G. *Landscaping/Streetscape.*

1. [All buildings \(regardless of use\) that are visible from a local street, collector street, arterial street, or highway shall be screened from view by a vegetative buffer as specified below:](#)
 - [Minimum depth of the buffer shall be 20 feet measured from the property line and run the entire length of the property.](#)
 - [Existing trees shall be preserved to the greatest extent possible.](#)

c. Evergreen trees at least eight feet in height and capable of growing to at least 30 feet in height shall be planted at a density that will create a visual screen within five years.

d. If the property does not abut a local street, collector street, arterial street, or highway, the screening requirement can be met by an offsite screen that has the effect of screening the property from view from collector streets, arterial streets and highways.

2. Benches, outdoor seating, and trash receptacles ~~must~~ shall complement the existing ornamental street lighting and be in keeping with the overall architectural character of the area.

~~2. Benches and other streetscape items may be placed within the public right-of-way but must not block free movement of pedestrians. A minimum pedestrian walkway width of five (5) feet ~~must~~ shall be maintained at all times.~~

H. *Lighting.*

1. Streetscape lighting shall conform to Chapter 15.30 Dark Sky Ordinance.

2. Exterior lighting shall be an integral part of the architectural design and shall complement any ornamental street lighting and remain in context with the overall architectural character of the district.

3. Lighting shall be adequate for safety purposes. Building entrances, walkways, and parking lots shall be illuminated to at least 1.5 – 2.0 foot candles.

~~1. All building entrances and exits must be well lighted.~~

~~2. Exterior lighting must be an integral part of the architectural design and must complement any ornamental street lighting and remain in context with the overall architectural character of the district.~~

~~3. Lighting must be adequate for safety purposes.~~

~~4. Lighting must be of a pedestrian scale and the source light must be shielded to reduce glare.~~

I. *Safety and Security.*

~~1. Locate windows in a manner, which enables tenants, employees and police to watch over pedestrian, parking and loading areas.~~

~~2. In commercial, public and semipublic development and where possible in industrial development, locate windows in a manner which enables surveillance of interior activity from the public right-of-way.~~

~~3.1. Provide an identification system, which that clearly locates buildings and their entries for patrons and emergency services.~~

4.2. On-site lighting shall be located, oriented, and selected on-site lighting to facilitate surveillance of on-site activities from the public right-of-way or other public areas.

J. *External Storage.*

1. The exterior storage of merchandise and/or materials, except as specifically authorized as a permitted accessory use, is prohibited.

K. *Trash Collection/Recycling Areas.*

1. All trash collection/recycling areas ~~must~~ shall be located within the structure or behind the building in an enclosure in accordance with the provisions of the City of Sandy Design Standards, Appendix A.

EXHIBIT B

Exhibit B Ordinance No. 2023-01 Industrial Design Standards Code Modifications

1. Goal 1 – Citizen Involvement. Both the Planning Commission and the City Council held a public hearing prior to adopting the ordinance. The Commission held a public hearing on September 26, 2022. The City Council held a public hearing on January 17, 2023. The City provided notice of the public hearings in accordance with state law and the City’s development code. Goal 1 is satisfied.
2. Goal 2 – Land Use Planning. Goal 2 requires the ordinance to be coordinated with other governmental entities and to be supported by an adequate factual base. The City provided notice to the State of Oregon on August 15, 2022. Goal 2 is satisfied.
3. Goal 3 – Agricultural Lands. Goal 3 does not apply to the decision.
4. Goal 4 – Forest Lands. Goal 4 does not apply to the decision.
5. Goal 5 – Natural Resources, Scenic and Historic Areas, and Open Spaces. Goal 5 does not apply to the decision.
6. Goal 6 – Air, Water and Land Resources Quality. Goal 6 does not apply to the decision.
7. Goal 7 – Areas Subject to Natural Hazards. Goal 7 does not apply to the decision.
8. Goal 8 – Recreational Needs. Goal 8 does not apply to the decision.
9. Goal 9 – Economic Development. The City has adopted an economic opportunities analysis (“EOA”) as Goal 9 requires. The EOA includes in its analysis all properties within the City’s urban growth boundary, including unincorporated property. Nothing in this text amendment affects any aspect of the EOA. The primary goal of the amendments is to expand the vegetative screening requirement in the Light Industrial (I-2) and General Industrial (I-3) zoning districts while removing the requirement for certain design elements that would not be visible to the public due to the required vegetative screen with the intent of lowering the cost of industrial development in Sandy, thereby increasing the likelihood of industrial development in the future. Therefore, Goal 9 is satisfied.
10. Goal 10 – Housing. Goal 10 does not apply to the decision.
11. Goal 11 – Public Facilities and Services. The City has an existing public facilities plan that includes all properties within the City’s urban growth boundary, including islands of unincorporated property. This text amendment will not undermine or contradict any aspect of the existing public facilities plan and is not expected to result in a significant increase in demands on public facilities. Goal 11 is satisfied.
12. Goal 12 – Transportation. The City has adopted a Transportation System Plan (TSP) as Goal 12 requires. This text amendment will not undermine or contradict any aspect of the existing

transportation system plan and is not expected to result in more intensive demands on transportation facilities. Goal 12 is satisfied.

13. Goal 13 – Energy Conservation. The City’s comprehensive plan with respect to Goal 13 and its standards governing energy conservation are not affected by the decision. Goal 13 is satisfied.
14. Goal 14 – Urbanization. The decision does not analyze or expand the City’s urban growth boundary. Goal 14 is not applicable.



Staff Report

Meeting Date: February 6, 2023

From Jenny Coker, Public Works Director
Drinking Water and Wastewater Program Management Contract

SUBJECT: Award

DECISION TO BE MADE:

Whether to authorize the City Manager to enter into an agreement with Stantec for Drinking Water and Wastewater Program Management Services.

BACKGROUND / CONTEXT:

The City of Sandy is embarking on two large infrastructure programs for our Water and Wastewater Utilities with multiple large capital projects to deliver in the next five years. With programs of this size, it is industry standard to engage a qualified professional services firm to provide program management, risk management, project financing, program controls, permitting, communications, and technical oversight for design and construction management among other services to augment City staff. Hiring a single program management firm to deliver the next phases of both the Drinking Water and Wastewater (Clean Waters) Program is a way to both streamline program delivery and economize the cost of program delivery.

Sandy Drinking Water Reinvestment Program

The Sandy Water Master Plan, was accepted by Council on December 19, 2022 is currently moving through the formal process to be adopted in the City Comprehensive Plan. Key next steps for the City to deliver the Drinking Water Reinvestment Program includes meeting the Bilateral Compliance Agreement for treatment of cryptosporidium by September 2027, securing debt financing, and hiring a program management firm.

Sandy Clean Waters Program

Phase 1A of the Sandy Clean Waters Program is slated for completion in 2023 along with Leeway Engineering Solutions Owner's Representative Services. As a result of Phase 1A and current contracts ending, the City needs to engage additional services for continued Sandy Clean Waters Program Delivery.

The City advertised for Program Management Services on August 15, 2022. Notice of Intent to Award Professional Services for the Sandy Clean Waters and Sandy Drinking Water Reinvestment Program Management Services was issued on September 22, 2022 to Stantec.

The Program Management Services Contract includes the following:

- **Water Strategic Roadmap**, including SCADA masterplan
- **Wastewater Strategic Roadmap**, including collection system, capacity assessment, operations, and facility plan amendment support.
- **Funding and Financing Plan** including identification of grants.
- **Permitting Strategy**
- **Program Management Plan Development** including decision making, program authority, change management, communications, and design guidelines.
- **Procurement Execution** including both design engineering services and construction contractor services.
- **Program Management Support** including cost control and schedule management, risk management, reporting, and invoicing and scope management.

KEY CONSIDERATIONS / ANALYSIS:

Program Management Team

Stantec is one of the engineering firms completing the design for the Portland Water Lusted Hill Filtration Plant, and will have detailed knowledge and relationships to complete the Sandy pipeline connection to the new clearwell. Leeway engineering solutions will be a subconsultant to Stantec for this expanded phase of services allowing the City to leverage Leeway's experience with the City programs.

Scope and Fee Management

In order to manage the program management level of effort as well as cash flow while financing is secured, the program management will be issued as task orders for a limited duration. A second task order is anticipated in 12 to 18 months depending on the start date (Water services will start immediately, Wastewater will start in August of 2023).

Debt Financing Water

Financing for the Sandy Drinking Water Reinvestment Program Management is planned to come from a \$7 Million Business Oregon Special Public Works Fund Loan and future loans from either Drinking Water State Revolving Fund or WIFIA. The City is in the process of applying for the \$7 Million Business Oregon Loan, and anticipates formal notification on April 7th, 2023. If selected (and we anticipate getting selected) loan documents would be brought to council for approval in June of 2023. Until the loan is secured, Stantec fees will be paid for by Water Operations Fund Revenue from approximately February 2023 until June of 2023 when the City can seek reimbursement from the Special Public Works Fund. Stantec has provided anticipated cashflow of services to accommodate this plan.

Due to the bilateral compliance agreement the City signed in 2018, it is imperative to make progress in 2023 due to the looming September 2027 deadline. Therefore staff recommends proceeding with this contract in parallel with loan closing.

Debt Financing Wastewater

Financing for the Program Management of the Phase 1B Sandy Clean Waters Program is anticipated to begin after the completion of the Facility Plan Amendment, which is tentatively forecasted to be August 2023. Both WIFIA and Clean Water State Revolving Fund (CWSRF) loans which the City is also in the process of finalizing is identified as the sources to fund these services.

RECOMMENDATION:

Authorize the City Manager to sign an agreement with Stantec for Program Management Services.

BUDGETARY IMPACT:

The proposed Contract, which includes 7,907 professional hours totals \$2,320,007.45, and is funded by both Water and Wastewater Utilities depending upon the services provided. Of this total, \$691,294.81 is scoped to the Sandy Drinking Water Reinvestment Program and \$1,628,712.64 is dedicated to the Sandy Clean Water Program.

SUGGESTED MOTION LANGUAGE:

"I move to authorize the City Manager to enter into an agreement with Stantec for Program Management professional services in the amount of \$2,320,007.45."

LIST OF ATTACHMENTS/EXHIBITS:

- Stantec's scope and fee for services.



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INTRODUCTION AND BACKGROUND

The City of Sandy (City) named for the nearby Sandy River serves a community of approximately 13,000 and is approximately 25 miles outside of east Portland, Oregon. The City of Sandy has is need of program management services to assist in supporting both their water and wastewater programs that includes a new 24-inch drinking water pipeline and pumpstation from the City of Portland Lusted Hill Filtration Plant to the City; replacement/expansion of the existing Alder Creek Drinking Water Treatment Plant; various Capital Improvements Program (CIP) water upgrades; Sandy River conveyance effluent pipeline and new outfall; Sandy Wastewater Treatment Plant Phased Upgrades including capacity and reinvestment upgrades.

The following scope of services has been jointly developed by the City and consultant and is arranged in 8 major categories; Water Strategic Roadmap, Wastewater Strategic Roadmap, Funding and Financing Plan, Permitting Strategy, Program Management Plan Development, Procurement Execution, Program Management Support, and Project Management. Each of these categories and corresponding scope of services, assumptions, and anticipated deliverables is more fully developed in the following pages.

The contract is intended to span over the duration of each program. As respective program work progresses, specific support needs for each may vary over the years. As a result, scope changes will be made when appropriate and future work beyond the original scope will be developed prior to each year end.



1 Task 1: Water Strategic Road Map

The City of Sandy's water supply and distribution systems require significant investment to replace and upgrade existing infrastructure and develop new infrastructure to meet the City's needs over a 20-year planning horizon. The purpose of Task 1.0 and its subtasks is to assist the City with steering high-level decisions regarding defining the preferred alternatives, selection of the components that will make up the Sandy Drinking Water Reinvestment Program (SDWRP), establishing priorities, progressing through conceptual design development, and selection of the Engineer(s) of Record for detailed design of the defined elements of SDWRP. The following subtasks provide details of the discussion, assumptions, activities, and deliverables identified as necessary to be completed in the period of February 10, 2023 through December 31, 2023. Future activities will be further defined as amendments for calendar years 2024 and beyond.

1.1 Water Systems Alternatives Analysis and Consulting

The City has a Final Water System Master Plan prepared by Murray Smith and Associates that received DOH concurrence and City Council acceptance in December 2022. Although the plan will include capital improvement project recommendations per Oregon Health Authority (OHA) requirements, additional analysis will be required to achieve full alignment with priorities, funding limitations, and community benefits on the water infrastructure systems to be designed and constructed as part of the SDWRP. It is also possible that the City may only be granted one State Revolving Fund (SRF) loan for the next fiscal year, followed by a second loan in the subsequent year. Since these (and possibly other) funding sources will not be finalized upon the completion of the Master Plan, infrastructure planning will need to be adjusted depending on available funding and the City's ability to acquire sufficient capital. This subtask will be used to help assess and prioritize water system projects either as recommended by the Master Plan or developed during further assessment.

1.1.1 GAP ANALYSIS REVIEW

The first step is to complete a Gap Analysis Review of the 2022 Master Plan and determine what additional analysis, investigation or assessment is needed for the document to meet OHA guidelines for its approval. Consultant shall complete this Gap Analysis Review, meet with the City and OHA, and summarize information needs.

Assumptions:

- A. Master Plan (draft) will be available at Notice to Proceed for this Task 1.1
- B. Murray Smith and Associates will be available for discussions and inquiries



- C. Gap Analysis Review Memorandum Draft will be completed within 4 weeks of Notice to Proceed and receipt of Water Master Plan prepared by Murray Smith and Associates.
- D. 10 days for City reviews and comments of the Gap Analysis Memorandum Draft.
- E. Gap Analysis Review Memorandum Final will be completed within 3 weeks of Draft submittal

Deliverables:

- A. Gap Analysis Review Memorandum Draft
- B. Gap Analysis Review Memorandum Final

1.1.2 WATER SYSTEM 2023 MASTER PLAN AMENDMENT

The next step is to establish the “design and performance criterion” used for alternative development and/or desired level-of-service (LOS) goals. Criteria will be items such as: 1) levels of desired redundancy, 2) risk assessment for naturally occurring disasters such as flood, wildfire, and earthquakes, and 3) establishing water production goals for each of Sandy’s sources. Consultant shall build a menu of projects and organize them into a priority list for implementation. A near-term and long-term capital plan will be developed incorporating the funding sources available which will meet the affordability target for the City’s residents.

Risks include:

- 1. Wildfire within the Bull Run watershed (Portland Water Bureau [PWB] water source option)
- 2. Wildfire within the Alder Creek watershed (Alder Creek water source option)
- 3. Reliable yield of Alder Creek (Alder Creek water source option)
- 4. The inability to back-feed portions of the City’s distribution system with PWB sourced water without the addition of a new CIP Project at Vista Loop Reservoir.
- 5. Reliable yield of Brownell Springs (Brownell Springs water source option)

Water sources to be evaluated include:

- 1. Finished water from PWB’s new Bull Run Filtration Facility (BRFF) to be operational in 2026.
 - a. Determine components necessary for PWB BRFF Supply to be primary supply including supply pump station to be located at the BRFF, finished water transmission main to connection to City of Sandy system and potential booster station to service the City’s higher elevation zones.



2. Raw water from Alder Creek

- a. Determine next steps for Alder Creek Supply including rehabilitation options, chemical feed system needs, solids handling, disinfection methodology, back-up power options, intake and raw water supply system, potential expansion, adjoining land acquisition, permitting requirements, build out capacity, and water treatment technology selection. Back-up sources will be evaluated in the event of wildfire in the Alder Creek watershed.
- b. Conduct a detailed condition assessment of the Alder Creek Raw Water Pipeline and assess remaining useful life as well as assessment of new or additional intakes on Alder Creek. This condition assessment also will need to address the optimal sequence of replacement of intake and raw water transmission and any proposed plant improvements.

3. Raw water from Brownell Springs

- a. Determine next steps for Brownell Springs Supply including rehabilitation options, chemical feed system needs, back-up power options, and if “water banking” would be allowed such as Aquifer Storage and Recovery (ASR) or “in-stream”.

For the above referenced water sources, Consultant shall:

1. Develop a spectrum of infrastructure options complete with companion life cycle cost estimates (capital cost plus operation and maintenance costs) for input into a financial analysis model. The goal is to determine an optimal option for the City prioritizing reliability, redundancy, and affordability.
2. In concert with the City, Consultant shall evaluate and determine the preferred option or combination of alternatives and develop a prioritized list of capital improvements, schedule of implementation and completion and establish a Programmatic Baseline cost projection for the SDWRP inclusive of estimated program management, construction management, funding and finance, design engineering, permitting, land acquisition, construction costs, allowances, and contingencies
3. Develop a Programmatic Baseline schedule project for the SDWRP inclusive of land acquisition, permitting, design, construction, startup and commissioning.
4. Determine City’s next steps and priorities for securing funding is approved (See Task 3).



Assumptions:

- A. Work will not commence until the City has received a final draft of the Water System Master Plan from Murray Smith and Associates
- B. Alternatives evaluated will include:
 - 1) Two treatment plant concepts for Alder Creek; a full water right alternative (2.4 mgd) requiring land acquisition and one additional alternative of reduced capacity with no land acquisition.
 - i. Assumes an upgraded intake structure and raw water conveyance pipeline from the Alder Creek Diversion to the proposed upgraded or replacement water treatment plant
 - 2) A rehabilitated Brownell Springs included new disinfection and clearwell
- C. Pump station and pipeline concepts for the PWB BRFF Supply; one which will meet the city's full water need, and one additional concept of reduced capacity anticipated to be used only for emergency or peak water demand events.
- D. Alternatives will be provided with schematic design and Class 5 cost estimates.
- E. Population projections, demand capacities, existing condition assessments of the balance of components with the City's water system including piping, pumping and storage infrastructure and conclusions and recommendations provided by the Water System Master Plan prepared by Murray Smith and Associates is assumed to be accepted and not requiring additional reviews or services to finalize and ratify by the City and OHA.
- F. The selected alternatives will be the basis for 2023 Water Master Plan Amendment

Deliverables

- A. Technical Memorandum documenting City-approval regarding; 1) levels of desired redundancy, 2) risk assessment mitigation strategies for naturally occurring disasters such as flood, wildfire, and earthquakes, and 3) water production goals for each of Sandy's sources
- B. Programmatic Baseline cost projection for the SDWRP
- C. Programmatic Baseline project schedule for the SDWRP
- D. 2023 Water Master Plan Amendment outlining:
 - 1) Description of potential alternatives



- 2) Evaluation criterion and results of alternative evaluation
 - 3) Project priority list developed based on results of evaluation and available funding sources
 - 4) Schematic designs and Class 5 cost estimates of alternatives considered
- E. 2023 Water Master Plan Amendment Draft will be completed within 12 weeks of Notice to Proceed
- F. Given 10 days for City reviews and comments, 2023 Water Master Plan Amendment Final will be completed within 14 weeks of Notice to Proceed.
- G. Programmatic Baseline Cost Projections for SDWRP will be completed within 29 weeks of Notice to Proceed
- H. Programmatic Baseline Schedule Projections for SDWRP will be completed within 29 weeks of Notice to Proceed

1.2 Conceptual Design and Performance Requirements for the SDWRP

With the Water System Master Plan and Amendment completed and approved by the City and OHA, the next step is to develop a conceptual design package, detailed design and project performance requirements, timelines, and land acquisition support documents.

Conceptual Design development will further build upon the preferred alternate selected in Subtask 1.1.2. Utilizing the concepts, the package will be further refined to determine firm capacity for treatment and/or pumping systems and conveyance transmission mains, selected treatment and disinfection technologies, pipeline alignments, right of way and land acquisition needs, permitting plan, plant and/or pump station site layouts, access and delivery strategies and operations and maintenance requirements. Baseline raw water quality data for the Alder Creek supply will be documented and other performance requirements such as levels of redundancy, levels of services, design standards, schedule requirements and method of project delivery will be defined. The Conceptual Design Report will serve as the basis of the scope of supply to be procured in Subtask 1.3.

Assumptions:

- A. Selection of preferred alternative, method of project delivery and determination of how the various preferred elements of SDWRP will be packaged will be determined prior to initiation of the Conceptual Design development.



- B. It is anticipated that the number of packages will, at most, be three or less; (1) PWB BRFF Conveyance Pump Station and Pipeline, (2) Brownell Springs Supply and (3) Alder Creek Supply, however these packages may be combined or separated depending upon the selection of the preferred alternatives in Subtask 1.1.2.
- C. Conceptual Design Package(s) will include Purpose and Need, Performance Criteria, Design Requirements, preferred technology, site layouts and updated cost projections and completion schedules.
- D. Conceptual Design Package(s) will serve as the basis for the procurement of professional services for final design noted in Task 1.3.
- E. Completion of the Draft Conceptual Design Package(s) will be completed within 90 days of Notice to Proceed
- F. Given 20 days for City reviews, comments and agreement, Final Conceptual Design Package will be completed within 15 days of Draft Conceptual Design Package comments submittal.

Deliverables:

- A. Conceptual Design Package(s) Draft
- B. Conceptual Design Package(s) Final

1.3 SCADA Master Plan

The purpose of this subtask is to develop a Supervisory Control and Data Acquisition (SCADA) Master Plan that includes developing standards for instrumentation and control, control philosophies, preferred equipment and control software and developing an overall Master Plan and budgetary estimates for City's overall water system.

The first step will be to complete an in-depth field inventory and condition assessment of the City's existing SCADA infrastructure. The inventory and assessment will utilize the Water System Master Plan completed by Murray Smith and Associates as the framework for identification of key infrastructure. The field investigation will consist of attending to each infrastructure element identified as critical in systems management and controls. Existing water system operations and management professionals from the City of Sandy will attend the site visits with representatives from Consultant to help develop the Inventory and Condition Assessment.

While the field inventory is ongoing, workshops will be held with representatives from the City to develop the Needs Assessment and Controls Strategies. The Needs Assessment will be augmented with results from



the Inventory and Condition Assessment, while the Controls Strategy development will be based on the City's preferred alternative developed in Subtask 1.1.2.

The last step will be to develop a SCADA Master Plan that incorporates the findings of the existing inventory and equipment, the controls strategy, preferred equipment and hardware/software, all into a comprehensive Master Plan. The Master Plan will also include a section on implementation strategies and objectives as well as develops a baseline budget for water system wide SCADA improvements for incorporation into the overall SDWRP Baseline Budget and Schedule.

Assumptions:

- A. Utilizing the Draft Water System Master Plan developed by Murray Smith and Associates, Consultant will prepare condition assessment and inventory survey data sheets and then engage City representatives for a series of site visits to document findings.
- B. Completion of the Inventory and Condition Assessment Memorandum will be completed with 6 weeks of Notice to Proceed.
- C. A series of four Controls Strategy and Implementation workshops (2 hour duration) will be hosted by Consultant for purposes of establishing (1) Preferred Control Strategies, (2) Preferred Hardware and Software, (3) Equipment, Instrument and Monitoring preferences, and (4) Review of Needs Assessment and Implementation Strategy. Representatives from Consultant and the City will attend these virtual workshops. Consultant will prepare workshop materials one week in advance of the planned workshop for review by the City.
- D. Selection of preferred alternative and determination of how the various preferred elements of SDWRP will be packaged will be determined prior to initiation of the Controls Strategy and Implementation Workshops.
- E. Results and outcomes of the four workshops will be incorporated into the overall SCADA Master Plan along with the Inventory and Condition Assessment Memorandum, preferred control strategies, hardware, software, equipment, instruments, and monitoring capabilities. Consultant will develop an overall implementation milestone schedule as well as a Class 4 Opinion of Probable Construction Cost for the proposed master plan objectives and elements.
- F. The draft of the SCADA Master Plan will be submitted to the City within 16 weeks of Notice to Proceed.
- G. Given two weeks for City review and comment, the Final SCADA Master Plan will be completed and submitted to the City with four weeks of submittal of the draft SCADA Master Plan.



- H. Budgetary requirements and implementation schedule of the outcomes of the SCADA Master Plan will be integrated into the Programmatic Baseline Cost and Schedule projections within 22 weeks of Notice to Proceed.

Deliverables:

- A. Inventory and Condition Assessment Memorandum
- B. Four workshop presentation materials, agenda, and minutes
- C. Draft SCADA Master Plan
- D. Final SCADA Master Plan

ADDITIONAL TASK INFORMATION AND CLARIFICATIONS

- A. Funding and Finance activities for SDWRP will be completed under separate tasks.
- B. Management of detailed design activities, individual permitting, and other support activities for the SDWRP will be developed in future amendments to this Task.



2 Task 2: Wastewater Strategic Roadmap

The City of Sandy's (City) wastewater treatment plant has experienced significant and consistent permit violations, primarily associated with capacity limitations and equipment failure over the past decade. The City is currently completing Phase 1A improvements to the wastewater treatment plant (WWTP) to begin to address some of the current mechanical issues and has also made significant strides in focused rehabilitation of portions of the collection system to both reduce inflow and infiltration (I&I) and optimize capacity and redundancy at the plant. The upcoming stress testing and ongoing Facility Plan Amendment efforts will help clarify additional near-term and long-term needs to provide reliable treatment and discharge.

Initial work associated with the Sandy Clean Waters Program (SCWP) is being provided through the existing contract with the Owner's Agent (Leeway Engineering) referred to as "Phase 1A Services", which covers the immediate improvements and planning services through June 30, 2023. The purpose of Task 2.0 and its subtasks is to provide continuation of those efforts from July 1, 2023 through December 31, 2023, and to manage the implementation phase of the Sandy Clean Waters Program. Future activities will be further defined as amendments for calendar years 2024 and beyond.

2.1 Wastewater Treatment Plant Support

The objective of this task is to provide ongoing support for needs at the wastewater treatment plant following Phase 1A completion. Consultant anticipates these needs will be focused on procurement of an on-call contractor and assessing capacity needs associated with potential new connections during the first year of the SCWP.

2.1.1 ONGOING CAPACITY ASSESSMENTS

Considering the current challenges faced with moratoriums regarding limits on new connections, the City may need to demonstrate the ability to serve new connections during the first year of SCWP. The objective of this task is to assess treatment needs associated with potential near-term development and demonstrate the City's ability to provide the required treatment capacity.

In the event that the capacity assessment or planned stress testing shows a deficiency in near-term available capacity, this assessment will also include identifying and evaluating options for providing interim treatment capacity at the WWTP. Working with the City, Consultant will identify alternatives for providing interim treatment to address capacity bottlenecks and complete a planning-level assessment of up to three alternatives to evaluate the potential capacity benefit, implementation strategy, capital and annual O&M costs, and advantages and disadvantages relative to the City's short- and long-term goals. The assessment will be



used as the basis for a determination by the City regarding proceeding with the interim treatment improvements and for procurement of design services.

Assumptions:

- A. City will provide documents pertaining to current limitations, proposed moratorium, current status of development projects and results of the stress testing outcomes.
- B. For purposes of establishing resource limits, it is assumed that up to 150 new connections will be considered beyond those currently contemplated by the proposed moratorium.
- C. Assessment and cost estimates will be developed for up to three interim treatment improvements.

Deliverables:

- A. Individual Capacity Assessment Memoranda supporting near-term development
- B. Interim Improvements Technical Memorandum

2.2 2023 Facility Plan Amendment and Long-term Implementation

The City is initiating a Facility Plan Amendment that will provide updated guidance regarding recommended wastewater treatment, discharge, reuse, and biosolids management strategies. This task includes providing support for oversight and review of the planning consultant's (Kennedy Jenks (KJ)) work. It also includes preparing an implementation strategy that integrates the recommended capital improvements in a comprehensive program incorporating required permitting, property/easement acquisition, public outreach, and funding activities.

2.2.1 2023 FACILITY PLAN AMENDMENT SUPPORT

Consultant shall support the City in overseeing development and approval of the 2023 Facility Plan Amendment, which is a continuation of ongoing work under Phase 1A. Efforts include providing oversight and guidance for KJ's activities, participating in meetings with KJ as requested by the City, reviewing and providing comments on the 2023 Facility Plan Amendment deliverables, and supporting the City in presenting Facility Plan findings and recommendations to stakeholders and City Council.

2.2.2 PHASE 1B IMPLEMENTATION STRATEGY ROADMAP

Following completion of the WWTP Stress Testing and 2023 Facility Plan Amendment, Consultant shall prepare a comprehensive Implementation Strategy Roadmap outlining funding, permitting, consultant and contractor procurement, and project packaging and sequencing. The Implementation Strategy will provide a



complete description for activities associated with completing recommended improvements from the 2023 Facility Plan Amendment as well as major rehabilitation and maintenance improvements for assets that will remain in long-term service. The Implementation Strategy Roadmap will document the results from the 2023 Needs Assessment and provide for a status update, acknowledging the projects and improvements that are ongoing and evaluating their applicability and interdependencies to the larger, longer-term improvements.

The Implementation Strategy Roadmap will:

5. Develop a spectrum of infrastructure options complete with companion life cycle cost estimates (capital cost plus operation and maintenance costs) for input into a financial analysis model. The goal is to determine an optimal series of infrastructure improvements, operational strategies and regulatory authorizations for the City prioritizing capacity, reliability, regulatory compliance and affordability.
6. Consultant will assist City in implementing Capital Improvements Program, which will be determined in the Facility Plan; schedule of implementation and completion and establish a Programmatic Baseline cost projection for the SCWP inclusive of estimated program management, construction management, funding and finance, design engineering, permitting, land acquisition, construction costs, allowances, and contingencies
7. Develop a Programmatic Baseline schedule project for the SCWP inclusive of land acquisition, permitting, design, construction, startup and commissioning.
8. Determine City's next steps and priorities for securing funding approval (See Task 3).

Assumptions:

- A. Kennedy Jenks will be available for discussions and inquiries.
- B. Work will not commence until the City has received a draft of the Facility Plan Amendment from Kennedy Jenks (anticipated August 2023).
- C. Alternatives will be provided with schematic design and Class 5 cost estimates through the Facility Plan Amendment, 2023 Needs Assessment and Implementation Strategy Roadmap.
- D. Population projections, demand capacities, existing condition assessments of the balance of components with the City's wastewater system including conveyance piping and pumping infrastructure and conclusions and recommendations provided by the current Facilities Plan prepared by Murray Smith and Associates and the 2023 Facilities Plan Amendment prepared by Kennedy Jenks is assumed to be accepted and not requiring additional reviews or services to finalize and ratify by the City and DEQ.
- E. The selected alternatives will be the basis for 2023 Wastewater Implementation Strategy Roadmap



Deliverables:

- I. Programmatic Baseline cost projection for the SCWP
- J. Programmatic Baseline project schedule for the SCWP
- K. 2023 Wastewater Implementation Strategy Roadmap
- L. 2023 Wastewater Implementation Strategy Roadmap Draft will be completed within 12 weeks of receipt of 2023 Facilities Plan Amendment Draft
- M. Given 20 days for City reviews and comments, 2023 Wastewater Implementation Roadmap Final will be completed within 8 weeks of draft submittal
- N. Programmatic Baseline Cost Projections for SCWP will be completed in concert with draft and final versions of the Wastewater Implementation Roadmap
- O. Programmatic Baseline Schedule Projections for SCWP will be completed in concert with draft and final versions of the Wastewater Implementation Roadmap

2.3 Wastewater Operations Support

The objective of this task is to support ongoing technical assistance of Waterdude Solutions (WDS). Through the Owner's Agent contract, WDS is providing facilities condition review, review of the City's operations program, a staffing evaluation, and guidance related to WWTP stress testing. While the scope included in the Owner's Agent contract are anticipated to be completed by June 2023, additional support from WDS will be provided to participate in the 2023 Wastewater Needs Assessment, provide operability review of design deliverables, and support implementation of changes recommended in the operations analysis and staffing evaluation and to provide input to life cycle cost analysis during the development of the 2023 Wastewater Implementation Roadmap

Assumptions:

- A. This work will be provided on an as-needed basis at an estimated level of effort of 15 hours per month for a 12-month period.

Deliverables:

- A. Deliverables will be incorporated into documents produced in Task 2.2



2.4 Collection System Support

The objective of this task is to provide ongoing support for continued I/I reduction as part of the implementation of the Facility Plan Amendment recommendations in Phase 1B. Phase 1A will have overseen the planning, prioritization, design, and construction of the rehabilitation of Basins 2, 6, 7, and 8. At the start of Phase 1B, Consultant assumes the collection system model will have been recalibrated and a new reprojected of peak hour flows to the WWTP will be completed. The following tasks are anticipated for the first year of Phase 1B:

1. Participation in program meetings to provide a status update on collection system work.
2. Evaluation of cost-effectiveness of next basin for I/I work and identification of next priority design project.
3. Design of next priority rehabilitation project, with intent to advertise project in Spring 2024 and construction to occur by July 2024 (year 2 of Phase 1B).
4. Provide support for the implementation of the CMOM plan. Subtasks include developing on-call contracts for the execution of annual cleaning and inspection, and development of required reporting.
5. Design of repairs to address all Grade 4 and 5 defects discovered during inspections. Includes review of CCTV inspection data, selection of appropriate rehab methodology, and creation of Bid Documents.
6. Development of additional collection system I/I reduction strategies, such as piloting a private lateral rehabilitation program, continued smoke-testing, manhole grouting program, etc.
7. Provide modeling support, including continued refinement and oversight of the flow and rainfall monitoring program through the winter of 2023/2024, and rerunning of the model to demonstrate any additional I/I reductions.
8. Drafting quarterly EPA reports on the status of collection system improvements, as required by regulatory decree or requirements.

Assumptions:

- A. Bi-weekly program meetings
- B. Tasks will begin during Phase 1B, July 1, 2023 through December 31, 2023
- C. Design of the next rehabilitation project will begin in 2023 but will carry over into 2024 with the intent to advertise in early spring 2024.



Deliverables:

- A. TBD

2.5 Staff Augmentation and Communications

The objective of this task is to provide ongoing staffing support to the City and maintaining communications with stakeholders, regulatory agencies and governing organizations

ADDITIONAL TASK INFORMATION AND CLARIFICATIONS

- A. Activities associated with public information and outreach, funding and finance, NPDES permitting, and environmental and land use permitting will be conducted under separate tasks.



3 Task 3: Funding and Financing Plan

The City of Sandy's (City) water supply and distribution systems require significant investment to replace and upgrade existing infrastructure and develop new infrastructure to meet the City's needs over a 20-year planning horizon. Additionally, the City's wastewater treatment plant has experienced significant and consistent permit violations, primarily associated with capacity limitations and equipment failure over the past decade and will also require significant investment to replace and upgrade existing infrastructure and develop new infrastructure to meet the City's needs over a 20-year planning horizon.

To complete these investments, the City has developed two programs; Sandy Drinking Water Reinvestment Program (SDWRP) and the Sandy Clean Waters Program (SCWP), collectively referred to as the Programs. The purpose of Task 3.0 and its subtasks is to develop and Funding and Finance Plan to support the Programs. This Task will generally include establishing the required funding for each Program and then develop a financing strategy consisting of capital reserve, grants, and loans from a variety of sources. Ultimately, this Task will culminate with the development of a Program Funding and Finance plan unique to both SDWRP and SCWP supported by an established Source and Use Document. Task 3.0 spans from January 1, 2023 through December 31, 2023. Future activities will be further defined as amendments for calendar years 2024 and beyond.

3.1 Water and Wastewater Funding Strategy

3.1.1 SDWRP FUNDING SOURCES PLAN

The objective of this subtask will be to identify various sources of potential funding that are eligible and available to fund public infrastructure investment for projects that comprise SDWRP. It is recognized that considerable efforts have been completed by others to date and one of the goals of this subtask will be to assimilate, organize, and archive the information in a single place for use by others. Consultant shall gather information regarding the current funding sources for SDWRP that the City has identified for the various proposed projects that make up SDWRP as identified in Task 1.0 as well as identify any potential funding sources that the City has not yet pursued for the purpose of filing in one repository. The pursuit of additional funding resources may result in meetings with agency representatives to determine the City's eligibility and identification of favorable terms of funding sources based on the City's standing. This information will be used to develop a SDWRP Funding Sources Memorandum that will include a culmination of all current and potential funding sources, their project requirements, and terms and a summary of activity completed to date for each potential funding application. This subtask will require the Consultant to engage with other Consultants under contract with the City and to secure all existing funding applications, records, supporting documentation as well as a status report of meetings held to date with funding representatives, current status and next steps.



This effort will also include engagement in multiple meetings with various funding agencies to determine status and identify valid opportunities for each funding source and the timing of fund availability.

The following funding sources have either been pursued or identified by the City, but does not include an exhaustive list of funding sources that the City may be eligible for which will be identified during this scope of work:

- City of Sandy Water Enterprise Account reserves
- American Rescue Plan Act
- Drinking Water State Revolving Fund (DWSRF)
- Business Oregon
- Bipartisan Infrastructure Law (BIL)
- Water Infrastructure Finance and Innovation Act (WIFIA)
- Direct Congressional Spending Request
- BRIC Grants (FEMA)
- SPIRE Grants
- Energy Trust and Oregon Department of Energy Opportunities
- System Development Charges (SDCs) and Utility Rate Payments
- One Stop Financing (Business Oregon and other partners)

The SDWRP Funding Sources Memorandum and inventory of data will assist the Consultant to determine what funding sources and amounts to delegate to what specific projects for the objective of detailing individual water project funding sources, requirements, timing, reporting, disbursement, and repayment objectives. Meetings between the Consultant, City, other Consultants (MSA, Parametrix, Leeway Engineering, FCS Group) and various funding agency representatives to gather, understand, and update information regarding funding sources will be necessary.

Assumptions:

- Potential sources will be identified depending on project eligibility



- Meetings with funding agency representatives to determine eligibility and application process, if applicable
- Funding amounts from current and potential sources will be updated as they evolve from application to approval.
- City to provide necessary data and documentation of current funding sources.
- Inventory of funding sources and documentation will include funding-required documentation for CWRSF, ARPA, EPA grant funding, WIFIA, and Energy Trust of Oregon. This would include, but is not limited, to coordination, reporting, and determining and storing appropriate documentation per funding source requirements.

Deliverables:

- Meeting agendas/minutes for up to four (4) 1-hour meetings between Consultant and City
- Meeting agendas/minutes for up to eight (8) 1-hour meetings between Consultant and Funding Agencies
- Meeting agendas/minutes for up to four (4) 1-hour meetings between Consultant and other Consultants actively engaged in funding source applications.
- Meeting agendas/minutes for up to four (4) 1-hour meetings between Consultant and FCS Group to understand and validate current Source and Use spreadsheet.
- Inventory of funding sources documentation and data
- SharePoint site for document archival and storage obtained from others or prepared by Consultant
- Draft and Final SWDRP Funding Sources Memorandum

3.1.2 SCWP FUNDING SOURCES PLAN

The objective of this subtask will be to identify various sources of potential funding that are eligible and available to fund public infrastructure investment for projects that comprise SCWP. It is recognized that considerable efforts have been completed by others to date and one of the goals of this subtask will be to assimilate, organize and archive the information in a single place for use by others. Consultant shall gather information regarding the current funding sources for SCWP that the City has identified for the various projects that make up SCWP as identified in Task 2.0 as well as identify any potential funding sources that the City has not yet pursued for the purpose of filing in one repository. The pursuit of additional funding resources may result in meetings with agency representatives to determine the City's eligibility and identification of



favorable terms of funding sources based on the City's standing. This information will be used to develop a SCWP Funding Sources Memorandum that will include a culmination of all current and potential funding sources, their project requirements, and terms and a summary of activity completed to date for each potential funding application. This subtask will require the Consultant to engage with other Consultants under contract with the City and to secure all existing funding applications, records, supporting documentation as well as a status report of meetings held to date with funding representatives, current status and next steps. This effort will also include engagement in multiple meetings with various funding agencies to determine status and identify valid opportunities for each funding source and the timing of fund availability.

The following funding sources have either been pursued or identified by the City, but does not include an exhaustive list of funding sources that the City may be eligible for which will be identified during this scope of work:

- City of Sandy Wastewater Enterprise Account reserves
- Water/Wastewater Financing Program (WWF)
- Clean Water State Revolving Fund (CWSRF)
- Special Public Works Fund (SPWF)
- Business Oregon
- Bipartisan Infrastructure Law (BIL)
- BRIC Grants (FEMA)
- Energy Trust
- Oregon Department of Energy
- Water Infrastructure Finance and Innovation Act (WIFIA)
- American Rescue Plan Act (ARPA)
- Direct Congressional Spending Request
- System Development Charges (SDCs) and Utility Rate Payments

The SCWP Funding Sources Memorandum and inventory of data will assist the Consultant to determine what funding sources and amounts to delegate to what specific projects for the objective of detailing individual water project funding sources, requirements, timing, reporting, disbursement and repayment objectives. Meetings between the Consultant, City, other Consultants (MSA, Parametrix, Leeway Engineering, FCS



Group) and various funding agency representatives to gather, understand, and update information regarding funding sources will be necessary.

Assumptions:

- Potential sources will be identified depending on project eligibility
- Meetings with funding agency representatives to determine eligibility and application process, if applicable
- Funding amounts from current and potential sources will be updated as they evolve from application to approval.
- City to provide necessary data and documentation of current funding sources.

Deliverables:

- Meeting agendas/minutes for up to four (4) 1-hour meetings between Consultant and City
- Meeting agendas/minutes for up to eight (8) 1-hour meetings between Consultant and Funding Agencies
- Meeting agendas/minutes for up to four (4) 1-hour meetings between Consultant and other Consultants actively engaged in funding source applications.
- Meeting agendas/minutes for up to four (4) 1-hour meetings between Consultant and FCS Group to understand and validate current Source and Use spreadsheet.
- Inventory of funding sources documentation and data
- SharePoint site for document archival and storage obtained from others or prepared by Consultant
- Draft and Final SCWP Funding Sources Memorandum

3.2 Water and Wastewater Uses

3.2.1 SDWRP FUNDING USES PLAN

The objective of this subtask will be to assimilate information prepared in Task 1.0 for projects that comprise SDWRP. The subtask will culminate in the completion of the SDWRP Funding Uses Memorandum.



3.2.1.1 Scope Description

Consultant shall gather information assembled during the completion of Task 1.0. Information will include project descriptions, assumptions, opinions of total project costs, timing and schedule of completion and forecasted cash demand expectations. This information will be gathered and inventoried in a data analysis spreadsheet. Consultant will utilize this information to develop a SDWRP Funding Uses Memorandum that will assist the City in realizing and communicating where, how much and when funding will be required to execute each of the projects recommended for inclusion into SDWRP.

Assumptions:

- As project descriptions evolve, capital cost estimates mature or schedule of implementation changes, the SDWRP Funding Uses Memorandum will be updated to reflect changes in project budget, descriptions, and sequencing regarding funding forecasts.

Deliverables:

- Draft and Final SDWRP Funding Uses Memorandum

3.2.2 SCWP FUNDING USES PLAN

The objective of this subtask will be to assimilate information prepared in Task 2.0 for projects that comprise SCWP. The subtask will culminate in the completion of the SCWP Funding Uses Memorandum.

Consultant shall gather information assembled during the completion of Task 2.0. Information will include project descriptions, assumptions, opinions of total project costs, timing and schedule of completion and forecasted cash demand expectations. This information will be gathered and inventoried in a data analysis spreadsheet. Consultant will utilize this information to develop a SCWP Funding Uses Memorandum that will assist the City in realizing and communicating where, how much and when funding will be required to execute each of the projects recommended for inclusion into SCWP.

Deliverables:

- Draft and Final SCWP Funding Uses Memorandum

3.3 SDWRP and SCWP Funding and Finance Plans

3.3.1 SDWRP FUNDING AND FINANCE PLAN

Consultant shall develop a SDWRP Funding and Finance Plan for the City as an evergreen document informing the process and procedures for acquiring and utilizing funding for the various projects that comprise



SDWRP The plan will incorporate information developed in the SDWRP Funding Sources and SDWRP Funding Use Plans as well as calibrated finance models completed by FCS Group. The SDWRP Funding and Finance Plan will be comprised of the following sections:

- Descriptions of projects to be completed
- Funding targets and sources for projects
- Schedule of fiscal year funding of projects and cash demand forecasts
- Interim Source and Use Spreadsheet prepared by FCS Group
- Description of how Plan will be updated

Assumption:

The SDWRP Funding and Finance Plan will be updated as necessary as project definitions and funding sources and their requirements evolve.

Deliverables:

- Meeting Agendas/minutes for up to four (4) 1-hour Meetings between Consultant and City
- Meeting Agendas/Minutes for up to four (4) 2-hour Workshops between Consultant, and FCS Group
- Draft and Final SDWRP Funding and Finance Plan

3.3.2 SCWP FUNDING AND FINANCE PLAN

Consultant shall develop a SCWP Funding and Finance Plan for the City as an evergreen document informing the process and procedures for acquiring and utilizing funding for the various projects that comprise SCWP The plan will incorporate information developed in the SCWP Funding Sources and SCWP Funding Use Plans as well as calibrated finance models completed by FCS Group. The SCWP Funding and Finance Plan will be comprised of the following sections:

- Descriptions of projects to be completed
- Funding targets and sources for projects
- Schedule of fiscal year funding of projects and cash demand forecasts
- Interim Source and Use Spreadsheet prepared by FCS Group



- Description of how Plan will be updated

3.3.2.1 Deliverables

- Meeting Agendas/Minutes for up to four (4) 1-hour Meetings between Consultant and City
- Meeting Agendas/Minutes for up to four (4) 2-hour Workshops between Consultant and FCS Group
- Draft and Final SCWP Funding and Finance Plan

3.3.3 BUSINESS LOAN OREGON AND DWSRF LOAN MANAGEMENT

City needs support in managing the financial and loan pieces associated with the program management. Stantec will provide monthly support as needed for management and reimbursement requests from the Business Loan Oregon loans and the DWSRF loan programs.



4 Task 4: Permitting Strategy

4.1 Regulatory Assessment

During the regulatory assessment phase, Consultant shall identify regulations and regulatory authorities associated with a list of potential water and wastewater projects. Consultant shall identify key regulations that could drive the project opportunities and/or constraints and permitting timeline. Consultant shall draft a Regulatory Assessment Technical Memorandum (TM) describing the key regulations and an initial assessment of the project-specific opportunities and/or constraints associated with each. Key regulations described in the Regulatory Assessment TM may include, but may not be limited to:

- National Environmental Protection Act
- The Three Basin Rule (Rule 340-041-0350)
- Clean Water Act, Sections 402 and 404
- Endangered Species Act, Sections 7 and/or 10
- The Magnuson-Stevens Fishery Conservation and Management Act
- National Historic Preservation Act Section 106
- Clackamas County Zoning and Development Ordinance
- Multnomah County Zoning Code
- City of Sandy Development Code

The Regulatory Assessment TM shall include a description of the environmental context of the potential projects. The environmental conditions of the project areas shall be developed based on visual reconnaissance, desktop review of publicly available information, and any relevant information provided by the City. The content of the Draft Regulatory Assessment TM, and revisions in response to comments received on the Draft Regulatory Assessment TM, shall be incorporated into the Water and/or Wastewater Permitting Strategy, as applicable and as described under Subtasks 4.2 and 4.3.

Assumptions:

- City will provide an initial list of water and wastewater projects for consideration in the Regulatory Assessment Technical Memorandum.

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- Visual reconnaissance of project areas shall be completed from public rights-of-way (dashboard reconnaissance) or, where access is secured by the City, on-site access.

Deliverable:

- Regulatory Assessment Technical Memorandum Draft

4.2 Water Permitting Strategy

Consultant shall develop a Water Permitting Strategy Technical Memorandum (Water Permitting Strategy). The Water Permitting Strategy will be informed by the Draft Regulatory Assessment TM (see Subsection 4.1) and comments received, and will include the following:

- A summary of potential environmental, land use, cultural resource, and preconstruction regulatory and permit requirements for potential water projects
- A description of the considerations for evaluating different permitting strategies, such as where projects may have independent utility or must be considered together
- A description and evaluation of alternative permitting strategies available to the City, if any
- A detailed description of the preferred permitting strategy, including process, schedule, potential conditions and mitigation requirements, identification of the potential Federal nexuses and likely lead Federal agency, and other considerations important for consideration during design and planning

To assess the regulatory pathway and viability of permitting strategy alternatives and inform the Water Permitting Strategy, Consultant shall undertake the following activities:

- Participate in regularly scheduled meetings with the Facility Plan Amendment Team to understand proposed alternatives and provide input on regulatory constraints and risks
- Identify cities or utilities with similar discharge challenges; facilitate and lead conversations with those cities/utilities to explore opportunities for collaboration and understand lessons learned
- Facilitate and lead discussions with external subject matter experts, if identified, to explore opportunities and understand constraints
- Facilitate and lead preliminary discussions with DEQ, USACE, and other agencies as applicable to explore opportunities and understand constraints

The Final Water Permitting Strategy shall be revised to reflect comments received on the Draft Permitting Strategy.

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Consultant shall actively maintain the Agency Communication Tracker with communications related to developing the water permitting strategy. This document will record the particulars of external communications (including meetings, emails, and phone calls) with regulatory agencies and/or other cities/utilities, including the names, affiliations, and contact information for all involved individuals; the date, time, location, and topic of the meeting and/or communication; and a link or file path to records produced (i.e., meeting notes, emails). The Agency Communication Tracker shall be updated within 1 month of each external communication event.

Assumption:

- Existing conditions data to inform the permitting strategy will be derived from desktop sources and observations from public rights of way; task does not include conducting on-site surveys or delineations of existing conditions. .

Deliverables:

- Water Permitting Strategy Technical Memorandum Draft
- Water Permitting Strategy Technical Memorandum Final
- Agency Communication Tracker updates

4.3 Wastewater Permitting Strategy

Consultant shall develop a Wastewater Permitting Strategy Technical Memorandum (Wastewater Permitting Strategy). The Wastewater Permitting Strategy will be informed by the Draft Regulatory Assessment TM (see Subsection 4.1) and comments received, and will include the following:

- A summary of potential environmental, land use, and cultural resource regulatory and permit requirements for potential wastewater projects
- A description of the considerations for evaluating different permitting strategies, such as where projects may have independent utility or must be considered together
- A description and evaluation of alternative permitting strategies available to the City, including potential
- Amendments to the Three Basin Rule
- A detailed description of the preferred permitting strategy, including process, schedule, potential conditions and mitigation requirements, identification of the potential Federal nexuses and likely lead Federal agency, and other considerations important for consideration during design and planning

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To assess the regulatory pathway and viability of permitting strategy alternatives and inform the Wastewater Permitting Strategy, Consultant shall undertake the following activities:

- Participate in regularly scheduled meetings with the Facility Plan Amendment Team to understand proposed alternatives and provide input on regulatory constraints and risks
- Identify cities or utilities with similar discharge challenges; facilitate and lead conversations with those cities/utilities to explore opportunities for collaboration and understand lessons learned
- Facilitate and lead discussions with external subject matter experts, if identified, to explore opportunities and understand constraints
- Facilitate and lead preliminary discussions with EPA, DEQ, USACE, and other agencies as applicable to explore opportunities and understand constraints
- Facilitate and lead discussions and negotiations with DEQ in regards both interpretation/applicability of the current Three Basin Rule as well as steps to potential amending portions of the Rule.

The Final Wastewater Permitting Strategy shall be revised to reflect comments received on the Draft Permitting Strategy.

Consultant shall develop an Agency Communication Tracker. Consultant shall actively maintain the Agency Communication Tracker with communications related to developing the wastewater permitting strategy. This document will record the particulars of external communications (including meetings, emails, and phone calls) with regulatory agencies and/or other cities/utilities, including the names, affiliations, and contact information for all involved individuals; the date, time, location, and topic of the meeting and/or communication; and a link or file path to records produced (i.e., meeting notes, emails). The Agency Communication Tracker shall be updated within 1 month of each external communication event.

Consultant shall assist City in oversight of City's subconsultant Parametrix during NPDES application

Assumption:

- City to provide documentation of existing environmental conditions in project areas.
- Parametrix contract will run until NPDES outfall application is accepted.

Deliverables:

- Wastewater Permitting Strategy Technical Memorandum Draft
- Wastewater Permitting Strategy Technical Memorandum Final

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- Agency Communication Tracker and updates

4.4 Permitting Management Plan

Consultant shall develop a Permitting Management Plan. The Permitting Management Plan will be informed by the Water and Wastewater Permitting Strategies (see Subsections 4.2 and 4.3), and will include the following:

- The permits anticipated for each project, tabulated in matrix form
- General data needs for each permit
- The roles and responsibilities of those involved in the permitting process, including the City, Consultant, others consulting for the City, and contractors; and identifying the primary entity responsible for acquiring each permit
- The process for managing permit acquisition, including general schedule information

Assumptions:

- This scope does not include preparation of permit applications

Deliverables:

- Permitting Management Plan Draft
- Permitting Management Plan Final

4.5 Regulatory Compliance and Reporting

Consultant shall draft quarterly Environmental Protection Agency (EPA) reports on the status of WWTP improvements as required by regulatory decree or requirements.

Assumptions:

- This scope includes attendance at regularly scheduled meeting with representatives with EPA to discuss progress, outcomes, requests, and exchange of information
- This scope also includes preparation of quarterly reports to EPA for Q3 (ending September 30th) and Q4 (ending December 31st), 2023.

Deliverable:

- Quarterly Reports to EPA

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5 Task 5: Program Management Plan Development

This Program Management Plan (PgMP) will develop a single plan and processes to manage the Sandy Drinking Water Reinvestment Program (SDWRP) and the Sandy Clean Waters Program (SCWP). Tools within the PgMP will cascade down to each Program, which will be referred to as Portfolios within this scope of work.

Consultant shall provide Program Management Support Services to the City of Sandy (City) for the SDWRP and the SCWP. The purpose of the Program is to develop the required systems to successfully coordinate multiple projects and assist the City in the execution and successful completion of the two programs. Additionally, Consultant will provide services as needed to supplement City staff.

This scope of work is meant to be evergreen and will be updated as the needs of the City evolve.

5.1 Program Management Plan

Consultant shall establish a program delivery approach that will be incorporated into a comprehensive Program Management Plan (PgMP) document.

For each subtask within Task 5.1, Consultant will use go-by materials from past similar programs as a starting point. Best practices and recommendations will be reviewed by City staff and plans will be customized to the needs of the Program.

5.1.1 PROGRAM MANAGEMENT PLAN COORDINATION AND DEVELOPMENT

The PgMP will contain information about the Program, the required processes, and procedures for performing program activities and for delivery of the Portfolios. The PgMP will be the central document for decision-making processes and delivery requirements. The plans that outline the Program processes will be summarized within the body of the PgMP and attached as appendices. Once complete, the PgMP will be stored on the Program Project Management Information System (PMIS) and updated on an annual basis.

Consultant, with input, review, and direction from City staff; shall draft the initial version of the PgMP, which outlines the major elements of the Program implementation. The content of the PgMP includes, but is not limited to the steps, processes, procedures, systems, and tools for management of the Program execution.

The PgMP will incorporate a summary of each plan identified in Task 5.1. The final plans identified in Task 5.1 will be provided as Appendices to the PgMP. Consultant will complete the following tasks:



1. Conduct one (1) workshop, 90-minutes in duration with City staff to discuss overall organization, content, and method of publishing the PgMP. The objective of this workshop is to review and finalize the outline of the PgMP prior to initiating plan development.
2. Prepare and provide an initial PgMP outline early in the document's development that elaborates on the areas Program execution for City review and discussion.
3. After completion of subtask activities 5.1.2 through 5.1.12 a draft PgMP will be produced and provided to the City for review and input
4. Consultant will conduct one (1) workshop, 90-minutes in duration with City staff to review the draft PgMP
5. Once the PgMP is published, up to three (3) training sessions, one (1)-hour in duration will be scheduled with City staff on the content and the navigation of the document

Assumptions:

- A. Two (2) workshops, 90-minutes in duration, facilitated by the Consultant and attended by up to five (5) Consultant staff including an administrative Consultant staff for notetaking
- B. Final version to be published on PMIS which specific system has yet to be determined.

Deliverables:

- A. Program Management Plan (PgMP) Outline
- B. Draft PgMP
- C. Final PgMP
- D. Training Materials for PgMP sessions

5.1.2 PROGRAM ORGANIZATION AND RESPONSIBILITIES

Consultant shall work with the City to develop a functional organizational chart, roles and responsibilities descriptions, and responsibilities matrix in RACI format for the Program.

5.1.2.1 Program Organizational Charts

The development of the Program's organizational charts will be based upon best practices and lessons learned from similar programs, existing City roles and organizational structure, and the specific needs of the Program. The purpose of the Program's organizational chart is to provide clarity for program responsibilities

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and authority, and a structure to facilitate the delivery of design products and provide for oversight of construction activities with the Programs' overall goals.

Consultant will prepare a Master Organizational Chart incorporating both Programs depicting key Team personnel and associated lines of reporting. City will review, comment, and approve before Consultant finalizes the Organizational charts.

5.1.2.2 Program roles and Responsibilities Definition

Individual standardized position descriptions for all positions identified on the organizational charts draft will be identified by Consultant, with input and review by City staff. These descriptions will provide a summary of duties and responsibilities for each key role on the Programs.

5.1.2.3 Responsibilities Matrix

Consultant shall prepare a Responsibilities Matrix, which is a tabulation indicating key activities for each program and the identified participation of key team members in each activity. This will be presented as a RACI Matrix – identifying which position is Responsible, Accountable, Consulted, or Informed during the execution of each activity. City staff will review, comment, and approve before Consultant finalizes the document(s).

Assumptions:

- A. Up to three (3) workshops, 90-minutes in duration, each facilitated by Consultant and attended by up to four (4) Consultant staff including an administrative staff member for notetaking purposes

Deliverables:

- A. Organizational chart, Roles and Responsibilities, and RACI Workshop #1
- B. Organizational chart, Roles and Responsibilities, and RACI Workshop #2
- C. Organizational chart, Roles and Responsibilities, and RACI Workshop #3
- D. Organizational chart, Roles and Responsibilities, and RACI Workshop #4
- E. Organizational chart, Roles and Responsibilities, and RACI Workshop #5
- F. Organizational chart, Roles and Responsibilities, and RACI Workshop #6
- G. Draft SDWRP Organizational Chart
- H. Draft SCWP Organizational Chart

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- I. Draft Programs Master Organizational Chart
- J. Final SDWRP Organizational Chart
- K. Final SCWP Organizational Chart
- L. Final Programs Master Organizational Chart

5.1.3 ISSUES AND DECISIONS RESOLUTION PROCESS

A documented and consistent process for escalating issues and making decisions is key to each program's progress, transparency, and overall governance. During the lifecycle of each program, decisions will need to be evaluated and documented for four main aspects of project implantation: scope, schedule, budget, and delivery strategy. In addition, both programs will need to make decisions regarding the strategic direction and changes to process, technical strategy of the facilities, and contract modifications. The objectives of defining a standard decision making and issue resolution process are as follows:

- 1. Identify issues early
- 2. Make informed and defensible decisions quickly and consistently
- 3. Avoid ambiguity in decision making roles and the associated processes
- 4. Document decisions for future reference and to provide foundational documentation for future decisions

5.1.4 PROGRAM AUTHORITY MATRIX

The Program Authority Matrix will define specific governance levels for change within the Programs by role and magnitude. The purpose of this task is for Consultant to develop a process for decision-making within the Programs. Decisions made on the Programs will generally relate to four main aspects of project delivery and overall Program implementation as follows:

- 1. Scope
- 2. Schedule
- 3. Budget
- 4. Quality and Performance

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5.1.5 CHANGE MANAGEMENT

The change management process defines the tools and processes used to document, request, review, and decide on changes in the projects and program. An efficient process for initiating, reviewing, approving, or rejecting a change can prevent delays, reduce risk of potential claims with design consultants and construction contractors, mitigate potential liabilities, and help manage cost and schedule performance.

The change management process documents all proposed changes to scope, schedule, or budget. This process also provides a governance structure for reviewing and accepting or rejecting proposed changes.

Task activities will include the following:

1. Consultant shall draft the Change Management Plan that will incorporate both the Issues and Decision-Making Process and Authority Matrix. It will define what constitutes a change, how to document and escalate it for decision, and the decision authority.
2. Consultant shall develop the Change Log within the PMIS. The Change Management Plan will define the management process for the Change Log and any additional Change Management documentation and templates.
3. Consultant shall conduct two (2) workshops, one (1)-hour in duration, to develop the Change Management process and to review the Change Management Plan.
4. The Change Management Plan will be documented as an appendix to the PgMP and will be provided for City review and comment prior to finalization and incorporation into the PgMP.
5. Consultant shall develop training materials and conduct one (1) training session, one (1)-hour in duration, on the Change Management Practice.

Assumptions:

- A. Two (2) workshops, one (1)-hour in duration, will be facilitated by Consultant and attended by up to four (4) Consultant staff including an administrative staffer for notetaking
- B. One (1) training session, one (1)-hour in duration, presented by Consultant on the Change Management Practice

Deliverables:

- A. Change Management Workshop #1
- B. Change Management Workshop #2

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- C. Draft Change Management Plan
- D. Final Change Management Plan
- E. Change Management Training Materials

5.1.6 RISK MANAGEMENT

Risk Management is about being proactive and preventative in nature; it consists of processes and tools to prevent or appropriately respond to technical and nontechnical risks. Risk Management for the Programs will involve establishing a consistent glossary of terms and the processes and tools to be applied uniformly and consistently across the Programs.

Consultant shall develop a Risk Management Plan that outlines the processes for managing risk at the Program-level and defines the risk management requirements for the program team and all consultants and contractors. Consultant shall develop a Program-level risk register to include program-level risks and review at specific recurring meetings. Consultant will develop a Risk Register template for use by the Program team and all consultants and contractors and will review project-level risk registers at project meetings. Consultant shall develop parameters and processes for risk escalation from projects to the program level.

Task activities will include the following:

1. Consultant will work with City staff to develop a Risk Management Plan which will contain the processes and guidelines for managing risk at the program and project-level, and will include the following:
 - a. Template risk registers-one for individual projects (Project-level) and one for each Program (Program-wide).
 - b. Requirements for both qualitative and quantitative methods for identification and evaluation of project risks in terms of cost and schedule
 - c. Guideline risk response strategies
 - d. Process for preparation and regular review of project contingency estimates

Consultant shall facilitate two (2) workshops, two (2)-hours in duration, to develop the Risk Management processes and tools and to review the draft Risk Management Plan.

The Risk Management Plan will be documented as an appendix to the PgMP and will be provided for City review and comment prior to finalization and incorporation into the PgMP.



Consultant shall develop training materials and conduct up to one (1) training sessions, one (1)-hour in duration, to train the City's identified trainer on Risk Management practices, at the direction of the City

Assumptions:

- A. Two (2) workshops, two (2)-hours in duration, each facilitated by Consultant and attended by up to four (4) Consultant staff including an administrative staff member for notetaking
- B. One (1) training session, one (1)-hour in duration, conducted by Consultant to train the trainer on the Risk Management Practice, if needed

Deliverables:

- A. Risk Management Philosophy and Goals
- B. Risk Management Plan Review
- C. Draft Risk Register Templates (Project and Program)
- D. Final Risk Register Templates (Project and Program)
- E. Draft Risk Management Plan
- F. Final Risk Management Plan
- G. Draft Risk Management Training Materials
- H. Final Risk Management Training Materials
- I. Risk Management Training

5.1.7 QUALITY MANAGEMENT

The Programs will be responsible for establishing the basic requirements for quality management of individual projects, monitoring compliance using the identified requirements, and providing oversight and review of quality management at a program level.

The Program Quality Management Plan (QMP) will provide guidance and direction with respect to the processes and procedures for quality assurance (QA) and quality control (QC) measures used by the Program Team in the development of the Programs' projects both internally and externally.

The purpose of this task is for Consultant to prepare the QMP for the Programs including reviewing responsibilities and procedures and designing deliverable milestone review checklists.

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Task Activities will include the following:

5.1.7.1 Define Review Responsibilities and Activities:

Consultant shall work with City engineering staff to develop a Quality Review Responsibility Matrix and review process defining specific actions and responsible parties for each step of the design review process at each deliverable milestone. We will conduct one (1) workshop, four (4)-hours in duration with City engineering staff to discuss review responsibilities, standard design review processes, and areas for improvement. Consultant will also review the outline for the Program QMP at this workshop.

5.1.7.2 Prepare Draft QMP

Consultant shall prepare a Draft QMP documenting the guiding principles for quality assurance and control, organizational responsibilities, quality review practices and responsibilities, and technical requirements for design deliverables. The QMP will include a draft Quality Review Responsibility Matrix and Quality Review Checklist. One (1) workshop, two (2)-hours in duration will be conducted to review the Draft QMP with City staff.

The Quality Management Plan will be documented as an appendix to the PgMP and will be provided for City review and comment prior to finalization and incorporation into the PgMP.

Assumptions:

- A. one (1) workshop, four (4)-hours in duration, and one (1) workshop, two (2)-hours in duration will be conducted with City staff and one Consultant team member to address specific quality review needs or practices during development of the QMP
- B. One (1) training sessions, one (1-hour) in duration, will be conducted by Consultant to train the trainer on the Quality Management Practice, as directed by City staff

Deliverables:

- A. Quality Review Responsibilities and Practices
- B. Draft QMP Review
- C. Draft Quality Management Responsibility Matrix
- D. Final Quality Management Responsibility Matrix
- E. Draft Quality Management Plan

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- F. Final Quality Management Plan
- G. Draft Quality Management Training Materials
- H. Final Quality Management Training Materials
- I. Quality Management Training

5.1.8 HEALTH AND SAFETY PLAN

The two programs will encompass multiple construction projects delivered over several years. The program participants are committed to making Health and Safety (H&S) an integral part of the planning and execution of the work. The Health and Safety Plan (HASP) provides our approach to meeting program health and safety goals and objectives by providing general and specific guidance to reduce and prevent personal injuries and illnesses. This plan also provides a summary of the responsibilities and procedures that program staff members must adhere to in the event of encountering a site hazard or in response to an emergency. The HASP will compliment and references existing City of Sandy policies and procedures and provides a guideline on how to navigate expectations. Each project will be required to develop and maintain a project-specific Health and Safety Plan that addresses the specific potential threats inherent in each individual project.

Task activities will include the following:

1. In collaboration with the Operations Management, Consultant shall develop a Program HASP that defines the requirements for the Team's practices when on-site, process for site access, process to evaluate proposed designs, qualify contractors, and outlines the minimum requirements for consultant and contractor health and safety program. We will also define and document the review and approval requirements for project-specific HASPs and document how they will be updated. The programs will continue to support a strong safety culture through the inclusion of relevant safety topics at the start of all program meetings.
2. To develop the HASP, Consultant shall review and evaluate health and safety (H&S) related facility documents and results from the needs assessment.
3. Following the initial assessment, Consultant shall work to develop consensus for Program-wide H&S guidelines and requirements which will be used as a baseline for plan development. This activity includes up to eight (8) stakeholder engagement meetings (which may include the City's safety team, operations team, security team, and emergency response team), as well as key Program staff (including the Program risk manager and procurement manager).

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4. Consultant shall convene one (1) workshop, (2)-hours in duration, with program and stakeholder leadership to charter H&S goals and expectations.
5. Consultant will develop a draft HASP which will be the governing document for staff working at Program locations in both the field and program offices as specified by the program safety charter.
6. The HASP Plan will be documented as an appendix to the PgMP and will be provided for City review and comment prior to finalization and incorporation into the PgMP.
7. Upon completion and at the direction of the City, Consultant will develop and provide training to the City's identified trainer.
8. As required, Consultant will develop up to three (3) supporting templates based upon program objectives. Examples include a contractor prequalification form, site inspection form and lessons learned template.

Assumptions:

- A. One (1) workshop, two (2)-hours in duration, will be conducted with City staff and up to two Consultant team members to charter H&S goals and expectations
- B. Up to Eight (8) stakeholder engagement meetings, one (1)-hour in duration, will be conducted by Consultant
- C. One (1) training session, 30-minutes in duration, will be conducted by Consultant
- D. Three (3) (as needed) supporting templates or forms (NTE 24 hours)
- E. Scope provided is for program development only and does not include implementation phase activities such as site inspections, specification development, or design reviews



Deliverables:

- A. H&S Guidelines Workshop #1
- B. H&S Guidelines Workshop#2
- C. Meeting notes/summary for stakeholder engagement meetings (as required)
- D. Draft Health and Safety Plan (HASP)
- E. Final Health and Safety Plan (HASP)
- F. Draft Induction training presentation
- G. Final Induction training presentation
- H. Up to 3 supporting templates (as required)

5.1.9 COMMUNICATIONS PLAN

The Communications Plan details messaging and interactions between the Program and internal and external stakeholders. The communications plan provides the goals, overview, audience analysis, tactics, frequency, and owner of communications across audiences.

The purpose of this task is for Consultant to:

- 1. Identify and document internal stakeholders
- 2. Identify and document external stakeholders
- 3. Identify and document communication roles, responsibilities, and tactics
- 4. Identify and document communication tools and resources

Task activities will include the following:

- 1. Consultant shall perform a review of existing project-specific communications plans to incorporate information as applicable into the Communication Plan. This will allow Consultant to include procedures or processes from plans provided by the City into the draft Program Communication Plan for consistency purposes.
- 2. Consultant shall prepare for and facilitate bi-weekly program updates, monthly meetings with the Wastewater Council Advisory Committee.

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3. Consultant shall prepare staff reports regarding the Water and Wastewater program elements for bi-monthly Council meetings and participate in Council meetings as requested.
4. The communication plan will include two key spreadsheets:
 - a. Stakeholder and Communication spreadsheet - Consultant will develop a Stakeholders and Communication Objectives spreadsheet that identifies the internal and external stakeholders, their position, and communication needs. Consultant will facilitate one (1) workshop, 90-minutes in duration, to gain an understanding of the City's current internal and external stakeholders and communication objectives.
 - b. Communication Roles, Responsibilities and Tactics spreadsheet - Consultant will create a Communication Roles, Responsibilities and Tactics spreadsheet identifying individual Program team members, communication roles and responsibilities. This spreadsheet will be based on the roles and responsibilities identified in Task 5.1.2. This spreadsheet will document the communication tactics anticipated to be employed by the responsible party, audience, and frequency of communication. Consultant will facilitate one (1) workshop, 90-minutes in duration, to gain an understanding of the City's current internal and external stakeholders and communication objectives.
5. Both spreadsheets, Stakeholder and Communication, and Communication Roles, Responsibilities and Tactics will be included in the Program Communications Plan. The Communication Plan will be documented as an appendix to the PgMP and will be provided for City review and comment prior to finalization and incorporation into the PgMP.

Assumptions:

- A. Two (2) workshops, 90-minutes in duration, will be facilitated by Consultant and attended by up to three (3) Consultant staff
- B. Consultant shall review up to five (5) Communication Plans provided by the City
- C. Workshops for the Communication Plan will coincide with Reporting Plan workshops, and draft and final documents for the Communication Plan will be prepared in conjunction with draft and final documents for the Reporting Plan (Task 5)



Deliverables:

- A. Stakeholders and Communication Objectives
- B. Communication Roles, Responsibilities, and Tactics
- C. Draft Stakeholders and Communication Objectives (Spreadsheet)
- D. Final Stakeholders and Communication Objectives (Spreadsheet)
- E. Draft Communication Roles, Responsibilities and Tactics (Spreadsheet)
- F. Final Communication Roles, Responsibilities and Tactics (Spreadsheet)
- G. Draft Communication Plan
- H. Final Communication Plan

5.1.10 PROCUREMENT PROCESS

Consultant shall conduct a review of current City procurement procedures to map out the process, requirements, and timelines. This information is needed to document the process that the Programs will follow for procurement of design and construction firms, and to inform the development of the Master Program Schedule.

Task Activities will include the following:

Consultant shall conduct up one (1) workshops, two (2)-hours in duration, with City staff to map out the steps and timeline for the City's procurement process. This process will be documented graphically and included within the body of the PgMP.

Consultant shall develop procurement process maps for one (1) type of contract procurement that will cover the basic steps for both designer and contractor procurement

- 1. Designer procurement
- 2. Contractor procurement for Construction Manager / General Contractor (CM/GC)

The City's procurement process will be documented in the PgMP and will be provided for City review and comment prior to finalization and incorporation into the PgMP.



Assumptions:

- A. One (1) workshops, two (2)-hours in duration, will be facilitated by Consultant and attended by up to three (3) Consultant staff including an administrative staff member for notetaking

Deliverables:

- A. Designer Procurement Process
- B. Contractor Procurement Process for DBB and CM/GC
- C. Draft Procurement Process
- D. Final Procurement Process

5.1.11 DESIGN GUIDELINES

Design Standards and Guidelines are intended for use by all design consultants in preparing Construction Contract Documents for projects to be included on each program. The primary purpose of Design Standards and Design Guidelines is to establish uniformity of design concepts, formats, technical approach, methodologies, procedures, and quality of work products produced for the programs.

The objective of the Design Management Plan (DMP) is to provide guidance and direction to the Program Management Team for managing the design of projects included in the programs.

The purpose of this task is for Consultant to prepare a DMP and document existing design guidelines and standard practices that will guide detailed design efforts for projects within both programs.

Tasks will include the following

5.1.11.1 Design Guidelines:

Using the City's draft Project Management Workflow Template as a starting point, Consultant will develop Design Management Guidelines describing the standard project management processes and procedures. The Design Guidelines will document administrative project management requirements, project team coordination and communication, permitting activities, and contract document preparation. Activities in the Design Guidelines will also implement the Quality Management activities developed in Task 5.1.7.

Consultant shall incorporate the City's Workflow Template and industry best practices into a Draft Design Management Plan and provide to the City in advance of the one (1) Design Management Review Workshop, two (2)-hours in duration, that will be facilitated by Consultant. Following receipt of City comments, Consultant shall develop a Final Design Management Plan that will be included in the PgMP.

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5.1.11.2 Equipment Naming Standards:

Consultant shall review the City's existing equipment naming standard for use in P&ID drawings, equipment tags, and identification numbers in the City's equipment maintenance database. This review will be focused on ensuring that the naming standard clearly defines the naming convention, approved abbreviations for location and equipment type/function, approach for assigning numbers to similar equipment, and the process for approval of new abbreviations. This standard will be included in the requirements outlined in the Project Delivery Model (PDM) in Task 5.2.

5.1.11.3 Design Guidelines Initiation:

Consultant shall prepare a detailed outline identifying information the City could consider including in future Design Guidelines. Consultant understands that the City does not plan to develop Guidelines to provide to design consultants, however understanding the contents of a typical guidelines document could help the City ensure that design deliverables prepared by consultants provide information that can easily be documented in Design Guidelines in the future.

Consultant shall provide an Example Design Guidelines outline for the City's review, and conduct one (1) workshop, two (2) hours in duration to review practices of other agencies and discuss the example Guidelines outline. Discussion and decisions will be documented in meeting minutes. Any guidelines identified as key to each Programs' design projects will be included in the requirements outlined in the PDM in Task 5.2.

5.1.11.4 Record Drawings Roadmap:

Consultant shall conduct one (1) workshop, two (2) hours in duration, to define the City's needs and goals related to creating reliable record drawings of facilities. The workshop will address software practices, current and desired future facility data and asset management needs, and software preferences, and describe the spectrum of potential alternatives for record drawing/model preparation. Based on information discussed in the workshop, Consultant will prepare a Draft Record Drawings Roadmap TM that defines recommended requirements for design consultants and final deliverables the City should anticipate from expansion projects, documents what the record drawing model needs to include and how it will be used, and identifies additional steps needed to implement the City's desired vision. Following submittal of the Draft TM, Consultant will conduct one (1) workshop, one (1) hour in duration, to review the TM gather additional feedback before submitting the Final TM.

Assumptions:

- A. Subtask Design Management Guidelines includes one (1) meeting, two (2)-hours in duration, to present the draft Design Management Plan

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- B. Per subtask 4.11.4, Consultant will conduct one (1) review meeting, two (2)-hours in duration, with City staff to present and discuss the Example Design Guidelines Outline
- C. Subtask Record Drawings Roadmap includes one (1) meeting, two (2)-hours in duration at the beginning of the task to define the City's goals and needs related to record drawings, and one (1) meeting, one (1)-hour in duration to review the draft Record Drawings Roadmap.

Deliverables:

- A. Design Management Review
- B. Example Design Guidelines
- C. Record Drawings Roadmap Kickoff
- D. Record Drawings Roadmap Review
- E. Draft Design Management Plan
- F. Final Design Management Plan
- G. Record Drawings Roadmap

5.1.12 O&M ENGAGEMENT PLAN

This scope of work is not included in this scope of work with the intent of it being developed as the portfolios under the Program progress.

5.1.13 ASSET MANAGEMENT PLAN

This scope of work is not included in this scope of work with the intent of it being developed as the portfolios under the Program progress.

5.1.14 CONSTRUCTION MANAGEMENT PLAN

This scope of work is not included in this scope of work with the intent of it being developed as the portfolios under the Program progress.



5.2 Develop the Project Delivery Model

Projects within each of the Portfolios will be required to adhere to the protocols established and defined in the overarching Project Delivery Model (PDM). The PDM will serve to drive consistency for all projects within the Portfolios and incorporate a governance approval framework that serves to support effective decision-making. With input, review, and approval by City staff, Consultant will develop the Program PDM. Initial development will include the overall project delivery model and definitions of the project phases and stages. Additional components, such as project lifecycle activities and stage gate project governance will be considered for development in a future phase of the Program. That will consist of the two following components: Project Lifecycle and Approval Stage Gates.

5.2.1 DEFINE THE PROJECT DELIVERY MODEL

Consultant, with input, review and approval by City staff shall develop the Program's PDM, which will define the standard process that all projects within the Portfolios will follow.

Consultant shall facilitate up to three (3) workshops, four (4)-hours in duration, in connection with this subtask. The objectives of these workshops are to define the standard project delivery lifecycle model for execution phase of the Program.

At the conclusion of this subtask, Consultant will document and provide the Program PDM, which will include a flowchart of the project lifecycle, and definitions of the stage and requirements for each stage within the lifecycle.

Assumptions:

- A. Up to three (3) workshops, four (4)-hours in duration to develop the Project Lifecycle Model elements and one (1) workshop, two (2)-hours in duration to review the Project Lifecycle Model, each facilitated by Consultant by up to four (4) Consultant staff including an administrative staff member for notetaking.

Deliverables:

- A. Project Delivery Model Workshop #1
- B. Project Delivery Model Workshop #2
- C. Project Delivery Model Workshop #3, if needed
- D. Draft Project Delivery Model (PDM)
- E. Final Project Delivery Model (PDM)

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5.3 Program Control Systems and Tools

Consultant, with input, review, and approval by City staff, shall implement and configure systems and tools for Program controls, reporting, document management, and collaboration.

Throughout Task 5.3, Consultant shall provide mentoring and training to City staff assigned to perform program control functions in conjunction with Consultant staff.

5.3.1 ESTABLISH PROGRAM CONTROLS ENVIRONMENT

Consultant shall establish Program Controls tools and processes to monitor and report Program performance against cost, schedule, and scope objectives. Through standardized controls processes, project changes and variances will be identified, analyzed, and reported in a time manner. All Program Controls information will reside in the Project Management Information System (PMIS) a computerized database that will contain all project budget, resource, and schedule data. Consultant shall setup and configure the Program and configure the Program PMIS.

Task 5.3.1 consists of four subtasks. At the conclusion of this task, Consultant shall create and document the standard Work Breakdown Structures (WBS) for projects, create standard project schedule templates, and the Portfolios Project Controls Plan. City staff review, comment, and approve before Consultant delivers final documents.

5.3.1.1 Develop Standard Project Work Breakdown Structure

A standard WBS is a deliverable-oriented decomposition of the project into smaller components at which budget, resources and schedule activities may be assigned, monitored, and controlled. Consultant, with input, review, and approval from City staff, will create the WBS subsequent to, and consistent with, the output from the PDM.

Consultant shall facilitate one (1) workshop, two (2)-hours in duration, and up to three (3) interviews, one (1)-hour in duration in connection with the subtask. The objectives of these workshops and interviews are to:

1. Analyze existing project schedule data
2. Develop and document the proposed WBS
3. Investigate the City's financial and cost management systems to define integration points with the PMIS

The final WBS will be incorporated into the Program Controls Plan.

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5.3.1.2 Create Standard Project Schedule Template

Consultant shall develop schedule templates(s) for current and future projects in Oracle Primavera P6. This template will use the common WBS developed in Task 5.3.1.1 and identify the activities required to effectively manage and communicate project sequencing and status. The template will include governance stage gates in the project lifecycle. Consultant shall use the Critical Path Method (CMP) to develop the templates(s) and all project schedules. The schedule template activity durations will be based on typical experience and standard calendars commonly used to plan City work. Use of a standard schedule template and common WBS will permit the City's capital projects to be consolidated into a Master Program Schedule.

Consultant shall conduct up to four (4) interviews, one (1)-hour in duration in connection with the subtask. The objectives of these interviews are to:

1. Convert current/active projects into individual project schedules to be incorporated into the PMIS
2. Use the schedule templates to apply to projects to be included into the current fiscal year
3. Use the templates to include future projects to be included in the Program
4. Develop a format for reporting the Master Program Schedule

Consultant will facilitate one (1) workshop, two (2)-hours in duration in conjunction with this task. The objective of this workshop is to review the schedule template with City staff.

The final schedule template will be incorporated into the Program Controls Plan.

5.3.1.3 Create the Budget and Cost Control Plan

Consultant shall develop the Budget and cost Control Plan that will address the objectives of the performance reporting, how and when baseline budgets are established both at the Program and Project level, sources of information that will be relied upon for both establishing the baseline but also for updates and modifications, reporting requirements, Key Performance Indicators (KPIs), process for how budgets are amended or corrected, how Management Reserve and contingencies and allowances will be utilize and the process of data collection, analysis and reporting regarding both Program and Project budget and cost control.

Consultant shall facilitate up to three (3) interviews, one (1)-hour in duration in conjunction with this task. The objective of these interviews is to understand the City's current processes and requirements for budget and cost control.

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The draft and final Budget and Cost Control Plan will be incorporated into the Program Controls Plan for review and finalization.

5.3.1.4 Create Project Controls Plan

Consultant shall develop a Project Controls Plan which will define the standard project control processes for the Program. This will provide the City with adequate documentation to support implemented practices and processes. The Project Controls Plan will include the following:

1. Standard WBS (subtask 5.3.1.1)
2. Schedule Template (subtask 5.3.1.2)
3. Budget and cost Control (subtask 5.3.1.3)
4. Document Management Plan (subtask)
5. SharePoint Governance Plan (subtask 5.3.1.4)
6. Reporting Plan (Task

Assumptions:

- A. Up to two (2) workshops, two (2)-hours in duration will be facilitated by Consultant and attended by up to five (5) Consultant staff including an administrative staff member for notetaking.
- B. Up to 10 interviews, one (1)-hour in duration will be conducted by Consultant with City staff
- C. The Project Controls System identified in Task 5.3.2 must be online before Task ... can proceed.

Deliverables:

- A. WBS Definition Workshop
- B. Schedule Template Workshop
- C. Draft WBS
- D. Final WBS
- E. Draft Schedule Template
- F. Final Schedule Template

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G. Draft Project Controls Plan

H. Final Project Controls Plan

5.3.2 PROJECT CONTROLS SYSTEM

By setting up the project management processes required for a good controls environment and populating the PMIS, City and Consultant project managers will be able to provide the right level of information to deliver meaningful performance reports to senior City and Consultant staff. Through effective baseline control, project managers will be able to report on positive and negative variances to all baselines and highlight to management deviations from approved plans.

Activities of this subtask will include the following:

1. Provision Hosted Environment and set up: Consultant will provision through a third-party and perform the set-up of Project Controls System to host Oracle Primavera P6 PMIS. Access to this environment will be provided to City staff by Consultant through a hosted environment to be accessed by those designated by the City to have update, reporting, or read access.
2. System Configuration: Consultant shall use Oracle's Primavera P6 for the PMIS to incorporate the City's Program cost, schedule, and resource information into a database environment. Consultant will configure the Project Controls System's coding, Enterprise Project Structure (EPS) and Organizational Breakdown Structure (OBS) to enable for the development of templates and required reporting functions that the Controls System will be used for.

To incorporate resource information into the Project Controls System, Consultant shall conduct up to three (3) interviews, one (1)-hour in duration to discuss resource planning and designations with the City staff.

Once the Project Controls System is fully configured, Consultant will facilitate up to one (1) workshop, two (2)-hours in duration will be facilitated up to one (1) workshop, two (2)-hours in duration to review the system with the City and receive comments. Revisions will be made after the workshop. A path to the Project Controls System will be provided within the Program PMIS.

Assumptions:

- A. One (1) workshop, two (2)-hours in duration will be facilitated by Consultant and attended by up to five (5) Consultant staff including an administrative staff member for notetaking.
- B. Up to three (3) interviews, one (1)-hour in duration will be facilitated by Consultant and attended by up to two (2) Consultant staff

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- C. Consultant will contract with LoadSpring and pass costs directly to the City, with no mark-up. Set-up charges are not to exceed \$1,200 and user fees are not to exceed \$120 per month for up to 5 users.
- D. The Project Management Information System (PMIS) and schedule templates will use Oracle Primavera P6.

Deliverables:

- A. Project Controls System Environment Review
- B. Draft Project Controls Systems Environment
- C. Final Project Controls System Environment

5.3.3 ESTABLISH PROGRAM PMIS

Consultant shall evaluate City's existing systems and reporting practices to identify gaps or improvements to support the overall objectives of the Program, and to establish a framework environment for accessing key project controls information, documents, and performance reporting.

At the conclusion of this Task, Consultant will prepare and provide a Program PMIS. The Program PMIS is an online, web-based interface, which will serve as a centralized repository and framework for accessing key project controls information, documentation, and performance reporting visuals.

Consultant shall develop and deploy a Program PMIS to provide the Program staff (consisting of Consultant and City staff) with a centralized repository and framework for accessing key project controls information, project documents, and performance reporting visuals. Creating and implementation of this PMIS Portal requires five (5) subtasks.

5.3.3.1 Define Functional Specifications

Consultant shall conduct up to two (2) workshops, two (2)-hours in duration, with City staff to define the core framework and site template for a PMIS environment. The objectives of these workshops are to:

1. Identify the document management, performance reporting, and collaboration needs of the City and the Program.
2. Review best practice models and recent system deployment examples from similar programs to incorporate into the system design.
3. Define the Functional Specifications for the PMIS.

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5.3.3.2 Set Up PMIS

Consultant shall set up and configure a PMIS to support the overall communication and collaboration needs of the Program. The site will be built on a framework that works with the City's current processes. The site will be developed based upon the approved PMIS Functional Specification and will be hosted on an internet cloud service to support global access by those designated by the City to have updated, reporting, or read access.

Project specific team sites can be provisioned to manage the activities, documents, and performance reports of the individual projects. This scope includes the provisioning of up to six (6) project team sites based on an approved project template. Consultant will facilitate up to two (2) workshops, three (3)-hours in duration in connection with this subtask. The objective of this workshop is to review the draft PMIS with the City and receive comments before finalizing the initial version of the PMIS with the City and receive comments before finalizing the initial version of the PMIS.

5.3.3.3 Develop a Document Management Plan

Consultant shall develop a Document Management Plan establishing the framework and processes to support document management establishing the framework and processes to support document management within the Program. The Document Management Plan will define and standardize the filing system for all program and project level documents. It will outline the appropriate procedures to be followed so that documents and records are organized and maintained in a proper and correct manner.

Consultant shall facilitate two (2) workshops, two (2)-hours in duration in connection with this subtask. The Objective of this workshop is to review the draft Document Management Plan and discuss the City's comments.

The Document Management Plan will be included with the Program Controls Plan that will be stored within the PgMP.

5.3.3.4 Establish PMIS Governance

Consultant shall develop and document a PMIS Governance Plan which outlines the administration, maintenance, and support policies for the SharePoint site. The Governance Plan will establish rules and policies for appropriate usage of the SharePoint environment. This document will be co-authored by Consultant staff and City IT personnel to ensure that the system is developed, and in alignment with City-wide ordinances and polices and other project initiatives that may affect the long-term use and compatibility of the system.



Consultant shall facilitate up to two (2) workshops, two (2)-hours in duration in connection with this subtask. The objective of this workshop is to review the draft SharePoint Governance Plan with city staff and collect feedback.

The SharePoint Governance Plan will be included with the Program Controls Plan that will be stored within the PgMP.

5.3.3.5 Conduct PMIS Training

Consultant shall provide up two (2) training session, two (2) hours in duration to applicable system users, with the specialized training to designated system administrators. Training sessions may include on-line training videos, presentation-style training, and hands-on courses as directed by the needs of the users. Training materials and Quick Reference Guides will be developed by Consultant to support key system functionality.

5.3.3.6 Technical Support

Following of the PMIS, Consultant shall provide up to eight (8)-hours per month of technical resources to support and maintain the PMIS. Support help will include supporting users on access issues, trainer support, system adjustments and enhancements, data loading support, and overall general support.

Assumptions:

- A. Up to three (3) workshops, two (2)-hours in duration, and up to two (2) workshops, three (3)-hours in duration will be facilitated by Consultant and attended by up to four (4) Consultant staff including an administrative staff member for notetaking.
- B. The Program PMIS site will be established after Consultant IT and City IT discussion. This will include up to two (2) meetings, one (1)-hour in duration
- C. Consultant shall provide up to four (4) hours of training in support of task 5.3.3.3.
- D. Consultant shall provide up to 20 screen mockups of system layouts and functionality for review by the City staff.
- E. This scope provides for the development of time initial Program PMIS and one revision. As the Programs progress additional sites and functionality within the Portal may be required and will need additional scope and budget to develop.
- F. Consultant shall provide up to eight (8)-hours per month for technical support as identified in Task 5.3.3.6.



Deliverables:

- A. PMIS Functional Specifications Workshop #1
- B. PMIS Functional Specifications Workshop #2
- C. PMIS Review Workshop
- D. Document Management Plan Review Workshop
- E. PMIS Governance Workshop #1
- F. PMIS Governance Workshop #2
- G. Draft Functional Specification
- H. Final Functional Specification
- I. Draft Document Management Plan
- J. Final Document Management Plan
- K. Draft PMIS Governance Plan
- L. Final PMIS Governance Plan

5.3.4 IMPLEMENT PERFORMANCE REPORTING SYSTEM

A key component of the PMIS will be the performance reporting system and executive dashboards. This system will provide the City with transparency to project and operational performance data, and provide City senior staff with access to project, portfolio, and operation-wide business driver Key Performance Indicators (KPIs), budget charts, and other performance data that has been loaded into the system.

The purpose of this task is to develop and deploy the Program Performance Reporting System, which include the Program Recurring Reporting Plan and the Program Dashboard and Reports definition and layout.

To develop the Recurring Reporting Plan, Consultant will work with the City to identify the audience, frequency, and appropriate delivery method for providing status reports regarding the progress of the Program. The Recurring Reporting Plan will also include the reporting cycle that identify the deadlines for information needed for reports, the dates that draft reports will be review by and the recurring publish date for each report.

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Consultant shall conduct up to two (2) interviews, one (1)-hour in duration to develop the Recurring Reporting Plan that will define the report content, audience, frequency, and delivery method for the Program Recurring Reports.

Consultant shall develop basic schedule, cost, and resource reports from the PMIS at the project level for each Portfolio and Program level. Consultant will design dashboard pages at a project level to support progress and performance for individual projects, as well as at Program level to support overall Program progress and KPI performance measurement.

To develop the Performance Dashboards and Reports, Consultant will conduct up to two (2) workshops, two (2)-hours in duration to define the layout and design of performance dashboards based upon information that is currently available. The objectives of these workshops are to:

1. Identify the KPIs to be reported upon at both the Project and Program level.
2. Define how the KPIs (cost, schedule, risk, change, etc.) will be presented on the dashboard pages and what data will be necessary to support each chart/graph.
3. Review best practice models and recent system deployment examples to incorporate into the dashboard pages design.
4. Review mockups and example reports of desired system layout and functionality.

The Recurring Reporting Plan and Performance Dashboard Report templates will be documented in the Reporting Plan. The Reporting Plan will be incorporated into the Project Controls Plan and included as part of the PgMP.

Assumptions:

- A. Two (2) workshops, two (2)-hours in duration will be facilitated by Consultant and attended by up to three (3) Consultant staff including an administrative staff member for notetaking.
- B. Up to two (2) interviews, one (1)-hour in duration will be conducted by Consultant and attended by up to two (2) Consultant staff
- C. Program Dashboard is based upon PMIS as an addition to the Portal.



5.4 Project Planning

Consultant shall complete a review of the projects to be included in each Portfolio and prepare a Conceptual Design Summary (CDS) Report. The CDS will summarize the project elements, cite documents describing detailed project information, identify major activities and present a preliminary master site map.

5.4.1 IDENTIFY PROJECT PACKAGING, INTERFACES, AND INTERDEPENDENCIES

Consultant shall conduct a review of the projects, activities of the projects, physical locations, and facility interdependencies to identify specific links between the Projects within each Portfolio. Examples of interfaces or interdependencies include:

1. Physical locations – will construction of one particular project affect the areas or needs for any other projects within the Portfolios. Are there any benefits that can be realized by coordinating the activities of two projects to reduce impacts to the facility and operations team?
2. Facility interdependencies – is there a portion of a project that needs replacement or rehabilitation that another project is dependent upon to complete construction?
3. Activities and opportunities – are there any activities that are dependent or could benefit from being conducted in a coordinated manner?

To identify potential interfaces or interdependencies, Consultant will conduct up to three (3) interviews, one (1)-hour in duration with City staff to discuss project elements and relationships.

Once project interfaces and interdependencies are identified, Consultant will review the projects within each Portfolio to determine if there are opportunities to change the current project packaging and realize specific benefits of either reduction in cost, risk, or impact to the Program.

Consultant will develop a Preliminary Packaging and Interdependencies TM that will summarize any packaging recommendations for the Program projects.

Consultant shall develop an Interface Log within the Program PMIS that summarizes the specific interfaces and interdependencies of the projects within the Portfolios. This log will be used throughout the program in coordinating and managing project tasks and decisions.

Consultant shall facilitate one (1) combined Project Planning workshop, four (4)-hours in duration in connection with this subtask and subtask 5.4.2. The objectives of this workshop are to:

1. Review Project Packaging recommendations (if applicable)
2. Review Project Interfaces and Interdependencies

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3. Develop criteria and determine the sequencing of the each Portfolios projects
4. Develop criteria and determine the project delivery method of each project

5.4.2 PROJECT SEQUENCING

Consultant shall work with the City to review the projects and final recommendations on the sequencing of the projects within the Portfolios. Sequencing will be based on several criteria, which might include regulatory need, operational interference, constructability, risk, budget limitations, etc. Fixed predecessors and successors identified during Task 5.4.1 will help drive sequencing decisions.

Consultant shall facilitate one (1) combined Project Planning workshop, four (4)-hours in duration in connection with this subtask and subtask 5.4.1. At the conclusion of subtask 5.4.2, Consultant will provide the Project Sequencing Methods TM.

5.4.3 MASTER SCHEDULE REVISION

A Preliminary Master Schedule was developed in spring of 2022, this schedule will be revised by Consultant including the following tasks:

1. Conduct up to three (3) interviews, one (1)-hour in duration to understand and document the City's financial forecast and budgetary plans and requirements. Consultant shall document the information provided during these interviews in the Financial Parameters TM.
2. Revise Preliminary Master Schedule in Primavera P6, using the defined WBS and schedule templates developed in Task 5.3, and information on sequencing and delivery methods determined during subtasks 5.4.1 and 5.4.2. This schedule will present durations for the project phases and interdependencies. Each project will be cost loaded based on the estimates prepared during design.
3. Apply resource loading to the schedule using the information gained from Task 5.3.2.
4. Perform up to two (2) iterative review/refine cycles with the City to review sequence logic in terms of variables that may include physical space availability, constructability, minimizing coincidental plant operations impacts and smoothing cash flow requirement, and make changes to the draft schedule.

At the conclusion of Task 5.4.3, Consultant will delivery the Program revised Master Schedule.



5.4.4 PREPARE PRELIMINARY MASTER SITE MAPS

Consultant shall assemble known project information together with general facility information to spatially identify project locations and develop a Preliminary Master Site Map for both water and wastewater. These maps will identify project locations, interfaces, and sequencing requirements. The Master Site Maps will be used throughout the Program for planning and communication. At the completion of subtask 5.4.4, Consultant will deliver separate Preliminary Master Site Plans for water and wastewater. To complete this task Consultant will facilitate one (1), two (2)-hour in duration to review the Master Site Maps.

Assumptions:

- A. Up to six (6) interviews, one (1)-hour in duration will be conducted by Consultant and attended by up to three (3) Consultant staff
- B. One (1) workshop, four (4)-hours in duration will be facilitated by Consultant and attended by up to five (5) Consultant staff including an administrative staff member for notetaking
- C. One (1) workshop, one (1)-hour in duration will be facilitated by Consultant and attended by up to four (4) Consultant staff including an administrative staff member for notetaking
- D. Up to two (2) iterative review/refine cycles of the Master schedule are included
- E. The scope and budget for task 5.4.4 Preliminary Site Maps is limited to development of the separate water and wastewater preliminary master site maps. As additional details are available from project designers and contractors, additional information regarding sequencing, construction access and laydown and maintenance of plant operations (MOPO) will be developed as additional layers to the map.

Deliverables:

- A. Project Planning Workshop Materials
- B. Draft Preliminary Project Packaging, Interface, and Interdependencies TM
- C. Final Preliminary Project Packaging, Interface, and Interdependencies TM
- D. Draft Project Interface Log
- E. Final Project Interface Log
- F. Draft Sequencing TM
- G. Final Sequencing TM

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- H. Draft Preliminary Water Master Site Plan
- I. Draft Preliminary Wastewater Master Site Plan
- J. Final Preliminary Water Master Site Plan
- K. Final Preliminary Wastewater Master Site Plan

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6 Task 6: Procurement Execution

This Task 6 will build upon the process developed as part of the overall Program Management Plan in Task 5. The purpose of this Task 6 will ultimately be to execute the procurement of engineering, scientific, professional and construction services necessary to complete the execution of a variety of public works projects for the City of Sandy. Task 6 will be conducted in two steps.

The first step will be to consider the projects that will comprise both the Sandy Drinking Water Reinvestment Program (SDWRP) and the Sandy Clean Waters Program (SCWP) for the optimal delivery model. Each project will consider the scope, complexity, risk, timing, schedule constraints and other criteria to determine whether traditional or alternative project delivery is the preferred method.

The second step will be to prepare the requisite procurement documents based upon the selected delivery model, conduct the procurement of services and contract with the chosen firm(s).

Once the firms are under contract, management of said firms by the City and the Consultant will occur through the execution of Task 7.

6.1 Procurement Planning

6.1.1 PUBLIC CONTRACTING OPTIONS

The City will be undertaking a variety of projects that will require both professional design engineering services as well as construction activities. It is anticipated that as many as six to eight different projects may be required to complete the goals and objectives of SDWRP and SCWP. As a result, the City desires to evaluate and determine the best-value option for each project as well as determine what projects are stand-alone versus those that should be bundled to result in the least risk, best value to the City. This will require that the projects for both SDWRP and SCWP be identified and evaluated for risk, schedule, complexity, timing, and interdependencies. Part of this evaluation process will be to determine the desired method of project delivery ranging from traditional design-bid-build (DBB), Construction Manager/General Contractor (CMGC), Progressive Design Build (PDB) or some other form of Design Build that may or may not include Operations or Financing. This activity and sub-activities will begin with the Consultant completing a review of current City of Sandy (City) procurement procedures to map out the process, requirements, and timelines. Consultant will also prepare a project summary fly sheet for each project (1-2 pages) that will summarize the project components, timelines, special considerations in permits and authorizations required, right of way and easement status, schedule and interdependencies, anticipated costs and funding sources, and a risk profile. Upon conclusion of the procurement investigation and completion of the project fly sheets, Consultant shall host a workshop with City Representatives. The purpose of the workshop will be two-fold.

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First, discussion will center around the public procurement options available to the City, why and how each of the different delivery models should be used and the steps for each process. Secondly, the discussion will include a review of each of the projects within SDWRP and SCWP with recommendations by the Consultant for how to package the projects and a recommended delivery model. The outcome of the workshop will be the Program Procurement Strategy Plan which will be summarized in the minutes of the workshop and will set in motion the procurement activities for the design and construction firms required to complete the projects and to inform revisions to the Master Program Schedule.

Deliverables:

- A. One (1) workshop, four (4)-hours in duration with the City and up to four (4) Consultant staff
- B. Program Procurement Strategy Plan

6.1.2 CONSULTANT AND CONSTRUCTION CONTRACTING COMMUNITY OUTREACH

Consultant shall assist the City in hosting industry day events as well as establish a public portal for updates on Programs' project status. The purpose of this task is to host events that will inform consultants and contracting community of the projects, timelines, scopes of work, goals for both SDWRP and SCWP. Consultants and contracting community events will be held separately and each will be three (3)-hours in duration.

Assumptions:

- A. Project Fly Sheets and Program Procurement Strategy Plan will be established by June 2023.
- B. Two (2) Industry Day events, three (3)-hours each in duration with the contracting community event to be held in July 2023 and will be scheduled on back to back days within the same week.

Deliverables:

- A. Public notification in industry communication channels for both professional engineering and construction services will be published two times (4 weeks and 2 weeks) in advance of the Industry Days
- B. Event materials to include project descriptions, maps, fly sheets, procurement schedule, and point of contact.

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6.2 SDWRP Projects Procurement Services

6.2.1 PROCUREMENT OF DESIGN ENGINEERING SERVICES

The objective of this activity is to assist the City procure professional design engineering and project management services for the SDWRP project(s) identified as either DBB or CMGC delivery models from Activity 6.1.1. Consultant shall assist the City in the qualifications-based selection process including proposal preparation, advertisement, solicitation, meeting with perspective respondents, site visits, review of proposals and interview processes, if applicable, and recommendation for award based on qualifications, understanding, and approach. It is anticipated that professional engineering services will be procured through a single step Request for Proposals (RFP) process and will include qualifications in addition to project understanding and approach. Specific activities to be performed include the following:

1. Prepare RFP to include project description, City terms and conditions, schedule, scoring criteria, sample contract, solicitation schedule and other information as necessary.
2. Issue RFP for Public Procurement. Assist the City with advertisement of the RFP.
3. Review of proposals received as a non-scoring participant. Review proposals received to confirm that all information requested was submitted, determining if any clarifications are needed, and meet with the City to assist with making the shortlisting selections.
4. Prepare scoring matrices for use by the evaluation team members.
5. Interview Process. Assist with preparing baseline Interview questions to ask the respondents and attending the interviews. and attending the interviews.
6. Selection and Award. Meet with the City to review rankings and make the selection. Provide the City with a recommendation for award and prepare a notice of intent to award letter for distribution by the City.
7. Contracting. Assist the City with contract negotiations by providing:
 - a. Review the scope and fee proposed
 - b. Attend and support the City and its legal counsel in negotiation sessions
 - c. Assist the City in preparation and execution of the contract



Assumptions:

- A. It is assumed that up to four (4) professional design service procurement exercises may be required.
 - 1) Bull Run Filtration Facility Supply – finished water pump station and pipeline
 - 2) Alder Creek Replacement Water Treatment Plant
 - 3) Alder Creek Diversion and Raw Water Pipeline
 - 4) Other Water System Improvements – reservoir rehabilitation, new booster stations, potential filtration system and disinfection system at Hudson Intertie.
- B. This procurement will include Federal procurement and contract provisions for compliance with various funding agencies such as SRF and WIFIA.

Deliverables:

- A. Request for Proposals for Professional Engineering Services for those projects unique to SDWRP identified as either DBB or CMGC.
- B. RFP Scoring Worksheets
- C. Interview Questions
- D. Notice of Intent to Award
- E. Professional Services Agreement

6.2.2 PROCUREMENT OF CONSTRUCTION CONTRACTOR

It is currently understood that the City is only considering DBB, CMGC and PDB as potential delivery models for the projects included as part of SDWRP. As such, the construction phase services will be procured using a qualifications-based process for either CMGC or PDB and DBB will be a low bid process. As such, it is anticipated that if CMGC or PDB is selected for one or more of the projects, the procurement process will be similar. If DBB is the selected delivery model for all projects within SDWRP, this activity will be minimized.

The objective of this activity is to help the City evaluate and secure either the CMGC or PDB Contractor to complete the identified projects in SDWRP.

If the procurement for the entire portfolio of SDWRP projects is determined to be DBB, then the Consultants services for this activity includes developing an invitation to bid. The invitation is anticipated to include a general description of the types of services required, standard general conditions and supplemental

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conditions, construction agreement and related materials. This task will also include assisting with prebid meetings with interested parties, monitoring and managing the bid solicitation process, assisting in bid reviews, conducting interviews if desired or needed, assistance with selection and notification of selected contractor, and assisting the City in contract negotiations up through City acceptance and contract award. This procurement will include Federal procurement and contract provisions for compliance with various funding agencies such as SRF and WIFIA.

If the procurement for some portions of the portfolio of SDWRP projects is determined to be CMGC or PDB, then the Consultants services for this activity are expected to be very similar to those described in activity 6.2.1 in terms of activities, services, deliverables and assumptions.

Assumptions:

- A. It is assumed that up to four (4) construction service procurement exercises may be required.
 - 1) Bull Run Filtration Facility Supply – finished water pump station and pipeline
 - 2) Alder Creek Replacement Water Treatment Plant
 - 3) Alder Creek Intake and Raw Water Pipeline
 - 4) Other Water System Improvements – reservoir rehabilitation, new booster stations, potential filtration system and disinfection system at Hudson Intertie.
- B. This procurement will include Federal procurement and contract provisions for compliance with various funding agencies such as SRF and WIFIA.

Deliverables:

- A. Bidding documents for those projects unique to SDWRP identified to be completed using DBB.
 - 1) Invitation for Bid
 - 2) Division 0
 - 3) Division 1
 - 4) Construction Agreement
 - 5) General Conditions
 - 6) Supplemental Conditions



B. Request for Proposals for either PDB or CMGC Services for those projects unique to SDWRP identified as either PDB or CMGC.

- 1) RFP Scoring Worksheets
- 2) Interview Questions
- 3) Notice of Intent to Award
- 4) Professional Services Agreement

6.3 SCWP Projects Procurement Services

6.3.1 PROCUREMENT OF DESIGN ENGINEERING SERVICES

The objective of this activity is to assist the City procure professional design engineering and project management services for the SCWP project(s) identified as either DBB or CMGC delivery models from Activity 6.1.1. Consultant shall assist the City in the qualifications-based selection process including proposal preparation, advertisement, solicitation, meeting with perspective respondents, site visits, review of proposals and interview processes, if applicable, and recommendation for award based on qualifications, understanding, and approach. It is anticipated that professional engineering services will be procured through a single step Request for Proposals (RFP) process and will include qualifications in addition to project understanding and approach. Specific activities to be performed include the following:

1. Prepare RFP to include project description, City terms and conditions, schedule, scoring criteria, sample contract, solicitation schedule and other information as necessary.
2. Issue RFP for Public Procurement. Assist the City with advertisement of the RFP.
3. Review of proposals received as a non-scoring participant. Review proposals received to confirm that all information requested was submitted, determining if any clarifications are needed, and meet with the City to assist with making the shortlisting selections.
4. Prepare scoring matrices for use by the evaluation team members.
5. Interview Process. Assist with preparing baseline Interview questions to ask the respondents and attending the interviews.
6. Selection and Award. Meet with the City to review rankings and make the selection. Provide the City with a recommendation for award and prepare a notice of intent to award letter for distribution by the City.



7. Contracting. Assist the City with contract negotiations by providing:

- a. Review the scope and fee proposed
- b. Attend and support the City and its legal counsel in negotiation sessions
- c. Assist the City in preparation and execution of the contract

Assumptions:

- A. It is assumed that up to eight (8) professional design service procurement exercises may be required.
 - 1) On Call Master Services Agreement to assist with near term improvements to the existing Wastewater Treatment Plant (RRM)
 - 2) Existing Water Treatment Plant Major Process Replacements – condition assessment of Raw Water pipeline and evaluation of intake (new or lateral collector).
 - 3) Easement Acquisition on Carpenter Lane to Surface Nursery and the Burkholder Solar Farm
 - 4) ROW permit (land use with Clackamas country for Bluff Road Pipeline alignment
 - 5) New influent pump station and force main to new wastewater plant
 - 6) New Wastewater Treatment Plant
 - 7) New effluent pump station, force main and outfall to surface water
 - 8) Other Wastewater System Improvements – land application systems
- B. This procurement will include Federal procurement and contract provisions for compliance with various funding agencies such as SRF and WIFIA.

Deliverables:

- A. Request for Proposals for Professional Engineering Services for those projects unique to SCWP identified as either DBB or CMGC.
- B. RFP Scoring Worksheets
- C. Interview Questions
- D. Notice of Intent to Award
- E. Professional Services Agreement

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6.3.2 PROCUREMENT OF CONSTRUCTION CONTRACTOR

It is currently understood that the City is only considering DBB, CMGC and PDB as potential delivery models for the projects included as part of SCWP. As such, the construction phase services will be procured using a qualifications-based process for either CMGC or PDB and DBB will be a low bid process. As such, it is anticipated that if CMGC or PDB is selected for one or more of the projects, the procurement process will be similar. If DBB is the selected delivery model for all projects within SCWP, this activity will be minimized.

The objective of this activity is to help the City evaluate and secure either the CMGC or PDB Contractor to complete the identified projects in SCWP.

If the procurement for the entire portfolio of SCWP projects is determined to be DBB, then the Consultants services for this activity includes developing an invitation to bid. The invitation is anticipated to include a general description of the types of services required, standard general conditions and supplemental conditions, construction agreement and related materials. This task will also include assisting with prebid meetings with interested parties, monitoring and managing the bid solicitation process, assisting in bid reviews, conducting interviews if desired or needed, assistance with selection and notification of selected contractor, and assisting the City in contract negotiations up through City acceptance and contract award. This procurement will include Federal procurement and contract provisions for compliance with various funding agencies such as SRF and WIFIA.

If the procurement for some portions of the portfolio of SCWP projects is determined to be CMGC or PDB, then the Consultants services for this activity are expected to be very similar to those described in activity 6.3.1 in terms of activities, services, deliverables and assumptions.

Assumptions:

- A. It is assumed that up to six (6) professional design service procurement exercises may be required.
 - 1) On Call Master Services Agreement to assist with near term improvements to the existing Wastewater Treatment Plant
 - 2) Existing Water Treatment Plant Major Process Replacements
 - 3) New influent pump station and force main to new wastewater plant
 - 4) New Wastewater Treatment Plant
 - 5) New effluent pump station, force main and outfall to surface water
 - 6) Other Wastewater System Improvements – land application systems

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- B. This procurement will include Federal procurement and contract provisions for compliance with various funding agencies such as SRF and WIFIA.

Deliverables:

- A. Bidding documents for those projects unique to SCWP identified to be completed using DBB.
 - 1) Invitation for Bid
 - 2) Division 0
 - 3) Division 1
 - 4) Construction Agreement
 - 5) General Conditions
 - 6) Supplemental Conditions
- B. Request for Proposals for either PDB or CMGC Services for those projects unique to SCWP identified as either PDB or CMGC.
 - 1) RFP Scoring Worksheets
 - 2) Interview Questions
 - 3) Notice of Intent to Award
 - 4) Professional Services Agreement



7 Task 7: Program Management Support

Utilizing the plans and processes developed in Task 5 – Program Management Plan Development, Consultant shall provide Program Management and Controls Support to the Sandy Drinking Water Reinvestment Program (SDWRP) and the Sandy Clean Waters Program (SCWP) which will be referred to as Portfolios within this scope of work. The Consultant will implement plans developed in Task 5 and as the Programs progress, Consultant will assist City with staff augmentation to establish a legacy of processes, tools and training within the City to deliver future projects. All tasks, and subtasks, identified below will be combined effort of Consultant and City as an integrated program team.

Assumptions:

- A. Execution duration of approximately one (1) year (January 1 through December 31, 2023) with amendment to scope scheduled for October 2023 for period of January 1 through December 31, 2024). This amendment will include an annual review of staffing plan to be refined as programs evolve, decisions are rendered and further delivery details are defined.

Deliverables:

- A. Agenda and meeting notes for meetings facilitated by Consultant

7.1 Cost Control and Schedule Management

A key component of program work is to monitor and control finance and schedule. The subtasks below will represent activities performed for cost control and schedule management.

7.1.1 DEVELOP PROGRAM STANDARD WBS

Consultant shall develop and maintain a Standard Work Breakdown Structure (WBS) that will be utilized across the Programs and their projects. The Program Standard WBS will be developed to provide consistency across cost and schedule management on the program.

Standardized WBS will be published for access and use by all stakeholders on the Program Portal.

Deliverables:

- A. Program Standard WBS



7.1.2 MAINTAIN MASTER PROGRAM SCHEDULE

Consultant shall maintain the Master Program Schedule that is to be revised per Task 5.4.3 The Master Program Schedule will be in Primavera P6 format and will contain (on a Program level and an individual package project level) necessary activities of the Program and each project. The Program Schedule will reflect principal work activities of the Program team, Engineer of Record(s), and other Program consultants, contractors, and City personnel, for each project phase, and will show interactions.

The Master Program Schedule will be cost-loaded based on each team members respective costs and durations to develop an overall cash flow projection of the Program. The Program Schedule will be updated per City required timeframe with a report on actual or potential delays and an analysis of their effects on the Program.

The initial Master Program Schedule will include a report discussing any identified scheduling and sequencing issues. The Master Program Schedule will also be constructed such that individual report at each of the Project level, Portfolio Level and Program Level for analysis of schedule compliance, interaction and dependencies and cash flow projections.

Project, Portfolio and Program Schedules will be published for access and use by all stakeholders on the Program Portal.

Deliverables:

- A. Master Program Baseline Schedule
- B. Master Program Schedule Updates (estimated at quarterly during planning and conceptual design and monthly during detailed design, and construction)

7.1.3 DEVELOP AND MAINTAIN PROGRAM COST ESTIMATE

Consultant shall use information gathered and organized from each Portfolio's Financing Plan to establish a Program Master Cost Baseline (original budget), maintain budgets/cost projects, and report monthly on actual and anticipated cost of the Program. Tasks will include:

1. Produce cash flow projects for each Project and Portfolio under the Program and an overall cash flow for the combined Program. These cash flow projections will allow the City to compare cost projections to available funding, manage cash fund balances and anticipate timing of grant and/or loan participation. This comparison can identify the need to tailor either the Program delivery or funding.



2. Develop Program reports showing relevant information including, budgets, cash flow, status of funding, actual cost to date, variances to date, projected cost at completion and estimated budget surplus or deficit.
3. Project, Portfolio and Program Cash Flow Projections will be published for access and use by all stakeholders on the Program Portal.

Deliverables:

1. Portfolio Cash Flow Projections
2. Program Cash Flow Projections
3. Portfolio and Program Cash Flow Projection Updates (estimated at quarterly during planning and conceptual design and at major milestones during detailed design, and construction)

7.2 Risk Management Assistance

This objective of this task is the management of risks on the Program.

7.2.1 ANALYZE AND MONITOR PROGRAM RISKS

Consultant shall coordinate the development of Risk Registers for each Project and Portfolio. Consultant shall lead the efforts in evaluating the likelihood of a potential risk occurring and will work with the various stakeholders including the design team, construction team, construction management team and the City to identify potential mitigating measures to address each specified risk and summarize in a report form. Upon completion of each Project's definition, scope, and requirements for performance and completion, Consultant shall develop the Project, Portfolio and Program-level risk registers. Consultant will then perform a review of the risks and management strategies and identify areas for discussion with the Project design teams, and Project Contractors. Consultant will periodically facilitate a Risk Review Workshop with the City, Project Design teams and Project Contractors to review the Risk Register, post new risk, resolve risks that have passed and objectively evaluate the likelihood of new potential risks occurring and potential measures to address specific risks. During this workshop, additional risks may be identified or removed from the register. Active or unresolved risks will be incorporated into Guaranteed Maximum Price developments as appropriate either as Allowance or Contingency and Consultant will monitor and report on status of contingency, allowance, and unresolved risks at each OPCC or GMP milestone.

Scores will be assigned for probability of occurrence and magnitude of impact to the risk item. A risk index will be calculated. This process will be supported by system tools that will best suit the City and PMIS.

Project and Portfolio Risk Registers will be stored for accessibility by the stakeholders on the Program Portal.

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Deliverables:

- A. Project Risk Registers (estimated up to ten (10))
- B. Portfolio Risk Registers (two (2))
- C. Program Risk Register (one (1))
- D. Coordinate and facilitate Project Risk Workshops (estimated at four times per year for the ten (10) projects)
- E. Update Risk Register and Mitigation Plans, as needed

7.3 Program Performance and Reporting

Consultant will work with City to develop a Program Reports and Reporting portal. This Portal will provide a single location where Program, Portfolio and Project reporting and forecasts can easily be accessed with single point of information. The reporting will be developed into a Dashboard Report that extracts data from other reports and deliverables and will accumulate into a single document for reference and use by all Stakeholders. It is anticipated that the Dashboard Reports will be at both the Project and Portfolio levels and will be evergreen in nature as the projects and Portfolios mature. These Dashboards will also be used in communication with the various regulatory and funding agencies. Since the Dashboards will be reliant upon information prepared by others, it is important to standard reporting procedures, forms and reports such that similar information can be readily obtained in similar format and context.

7.3.1 DEVELOP PROGRAM STANDARD REPORT LIST & TEMPLATES

Consultant will assist the City to develop a list of the Standard Reports required of each Stakeholder. Once each report is identified a Report Template will be developed. Standard reports could include the following:

- 1. Executive Program Summary
- 2. Detailed Project Status Report
- 3. Program Schedule Report
- 4. Program Cost Report
- 5. Program Risk Report
- 6. SDWRP Portfolio Schedule Report

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7. SDWRP Portfolio Cost Report
8. SDWRP Portfolio Risk Report
9. SCWP Portfolio Schedule Report
10. SCWP Portfolio Cost Report
11. SCWP Portfolio Risk Report
12. EPA Quarterly Reports
13. Status reports to funding agencies
14. Status reports to regulating agencies

The City is anticipating securing State Revolving Fund (SRF) and EPA Water Infrastructure Finance and Innovation Act (WIFIA) funding to help finance the Portfolios. WIFIA/SRF funding requires certain reporting and tracking to meet Federal regulations. Consultant will support the City during the design and construction phases of the Program to help meet WIFIA/SRF funding requirements and prepare monthly reports that are compliant with WIFIA/SRF requirements. Consultant will provide input to the City and Design Engineer to verify that design documents are compliant with WIFIA and that relevant project expenses during design and construction are correctly tracked for submission to WIFIA/SRF representatives for the Program, as appropriate.

Consultant shall gather data from the City, Project Design teams and Project Construction Contractors for inclusion in the monthly reports. Program tools will also be queried for updated information. Consultant will assist the stakeholders when needed to gather timely and accurate data for the reports and meet with design managers and construction managers to resolve discrepancies. Consultant shall provide a draft of the monthly report for the Program Manager's review and comment, address comments and finalize the report for distribution monthly.

Assumptions:

- A. Funding Agency reporting will begin once WIFIA/SRF loan agreement has been executed by the City
- B. Regulatory and EPA quarterly reporting will continue beginning July 1, 2023 following completion of Phase 1 services provided by Leeway.

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Deliverables:

- A. Program Report List by Stakeholder
- B. Standard Reports Templates for format and content by Stakeholder
- C. Monthly Project Reports
- D. Monthly Master Program Schedule Updates
- E. Monthly Program Reports
- F. Monthly Portfolio Reports
- G. Regulating Agency Reports
- H. Funding Agency Reports

7.3.2 PREPARE PROGRAM QUARTERLY AND ANNUAL STATUS REPORTS

Progress Reports will be used as an informational tool for senior management, as a management tool for managers, and as status reports for staff. Consultant will work with the City to provide comprehensive reports covering the Program, Program tasks and each Portfolio's projects comprising the Program, addressing general status, problems, concerns, and progress. The Program Quarterly and Annual Status Reports will be kept separate per Portfolio (2) and could include the following:

- 1. Executive Summary
- 2. Portfolio Progress
- 3. Portfolio Cost
- 4. Portfolio Cash Flow
- 5. Portfolio Tasks
- 6. Project Specific Final Design Progress
- 7. Project Specific Construction Progress
- 8. Project Specific Progress Photos

Each section will include a narrative of the work performed and areas of concern, actions, and approvals needed.

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Deliverables:

- A. Quarterly and Annual Progress Reports, one report per Portfolio

7.3.3 PROGRAM MANAGEMENT INFORMATION SYSTEM (PMIS) INTEGRATION

The objective of this task is to deploy the PMIS recommended by Task 5 and the efforts necessary to enable the PMIS system startup, stakeholder training and routine maintenance to the system.

7.3.3.1 Develop Systems Map

This task involves developing the proposed document and management systems and developing a current system data process flow. This will involve utilizing the City's document management system as well as proposing any additional software solutions to assist in Program Management functions.

Deliverables:

- A. Current Systems Map
- B. Proposed Systems Map

7.3.3.2 Implement Program Management Information System (PMIS)

Based upon the output of the proposed Systems Map, Consultant shall work with City to deploy and maintain an electronic PMIS developed in Task 5.3.3 to allow for the management of information related to each Portfolio's project and the overall Program. This information includes records, reports, designs, and other information received or produced by each Portfolio's projects. The PMIS will allow City staff to access up-to-date Program, Portfolio and Project information based on partnering needs during the life cycle of the Program.

Deliverables:

- A. Program specific productivity tools
- B. Develop Program specific templates



7.3.4 MANAGE DOCUMENTS

Consultant shall assist the City in understanding the best document control software platform option for document control. Consultant will work closely with City staff to confirm document control needs and the extent to which the document control system should be integrated into the workflow and management processes. Examples of documentation to be maintained to include documents related to budget, schedule, maps, photos, calendars, team directory, progress reports, newsletters, event and meeting posting, document references, and general incoming, outgoing and internal correspondence, design deliverables, construction documentation, submittals, requests for information, and O&M documents. This may also include document processing software such as Bluebeam for document review and comment, SharePoint, BIM360 or other such software solutions that will enable document management, retention, and control throughout the life of the Program

Deliverables:

- A. Recommended Document Management Tools and Software



8 Task 8: Project Management

8.1 Commercial Activities

The purpose of this task is to provide the administrative, subconsultant management, quality assurance/quality control (QA/QC), and financial/schedule management activities associated with performing and completing each subsequent task of the program/project.

Consultant shall provide management, development and maintenance of scope, budget monitoring, financial reporting, risk register management, quality assurance/quality control. Consultant shall conduct the following activities:

1. Project Leadership Team Meetings

Consultant's communication protocols shall include Project Leadership Team meetings both internally and with the City, including weekly hour-long Project Leadership Team meetings with up to four (4) individuals including representation from subconsultants attending and as-needed progress meetings.

2. Invoicing

Invoices shall be submitted monthly. Consultant shall direct and manage all subconsultant activities and integrate subconsultant invoice requests within the overall monthly project invoice. Each monthly invoice shall contain a description of work performed on each task during the billing period

3. Progress Reports and Status Updates

Progress reports and status updates will be included with monthly invoices that include status update by task, with status at a glance table and a brief summary describing work completed and/or planned by task.

4. Amendment Preparation

This may include any modifications or additions/deletions to the current scope of work for the period of January 1 through December 31, 2024.

Preparation of scope and budget for the period of January 1 through December 31 2024.



8.1.1 INVOICING AND SCOPE MANAGEMENT

Invoicing and scope management – invoices will be submitted on a monthly basis. On each monthly invoice, Consultant shall provide task breakdowns of cost and hours worked per staff person as well as percent spent/complete for each task and subtask. A monthly project status report will be included with each submitted invoice, including an updated project schedule.

Invoices will be submitted monthly. A project report will accompany each monthly invoice and will detail task and subtask breakdown of cost and hours worked per staff and percent spent/complete for each task and subtask split between water and wastewater.

Scope assumes standard invoicing protocols for accountability of labor and expenses and that on the onset of the contract, standardized procedures, format, reporting requirements and invoice allocations will be developed that can be replicated for duration of contract with only minor adjustments.

Routine Communications, Conference Calls, and Meetings – Consultant shall participate in routine conference calls or in-person meetings with the City as needed. It is assumed that these will be bi-weekly, attended by up to two Consultant staff, and that the average duration will be one (1) hour or less in duration.

Team management, progress meetings, and client communication tasks are included in other tasks and Project Management services just include accounting, invoice preparation, and contract reporting requirements monthly for the contract duration.

Consultant and City management will meet at quarterly to update the work plan, resourcing plan, and review progress on deliverables as well as establish adjustments via the development of Detailed Subtask Authorization Memos.

Assumptions:

- A. Project Management activities are anticipated to be provided from January 1 through December 31, 2023. Efforts beyond December 31, 2023 will be accounted for in future amendments developed and mutually agreed upon in late 2023.
- B. Leeway Engineering is a subconsultant

Deliverables:

- A. Meeting agenda, attendance, and meeting notes for Project Leadership Team meetings and Project Status Meetings
- B. Monthly invoices and status report

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- C. Detailed Subtask Work Authorization Memos
- D. Project Management Plan Updates

8.1.2 DEVELOP BRIEF PROJECT IMPLEMENTATION PLAN

Consultant shall set up the project and prepare a Project Implementation Plan (PIP). The PIP describes how Consultant shall manage cost, scope, and schedule as it pertains to Consultants scope of work; establishes lines of communication and team member roles; QA/QC procedures and helps to define how the project will be managed.

Assumptions:

- A. City will require that all invoices be prepared such as to divide costs incurred between SDWRP and SCWP as follows:

Task	SDWRP	SCWP
1 – Water Strategic Roadmap	100%	0%
2 – Wastewater Strategic Roadmap	0%	100%
3 – Funding and Finance Plan	34%	66%
4 – Regulatory and Permitting Strategy	20%	80%
5 – Program Management Plan Development	34%	66%
6 - Procurement	34%	66%
7 – Program Management Plan Support	34%	66%
8 – Project Management	34%	66%



Each invoice will require a cover sheet that includes specific numbering and breakdown per the table above in terms of cost accounting by Portfolio

- B. Furthermore, each Portfolio will need to be further segregated into the respective anticipated projects for time and expense that is dedicated solely to a particular project within the Portfolio as shown in the following tables:

Projects	SDWRP Portfolio	SCWP Portfolio
Bull Run Filtration Facility Supply – Finished Water Pump Station and Pipeline	X	
Alder Creek Replacement Water Treatment Plant – include chloramine conversion of Brownell Springs Source	X	
Alder Creek Diversion and Raw Water Pipeline	X	
Other Water System Improvements - reservoir rehabilitation, new booster stations, potential filtration system and disinfection system at Hudson Intertie.	X	
On Call Master Services Agreement to assist with near term improvements to the existing Wastewater Treatment Plant (RRM)		X
Collection System Improvements		X
Existing Water Treatment Plant Major Process Replacements		X
New influent pump station and force main to new wastewater plant		X
New Wastewater Treatment Plant		X
New effluent pump station, force main and outfall to surface water		X

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Other Wastewater System Improvements – land application systems		X
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Deliverables:

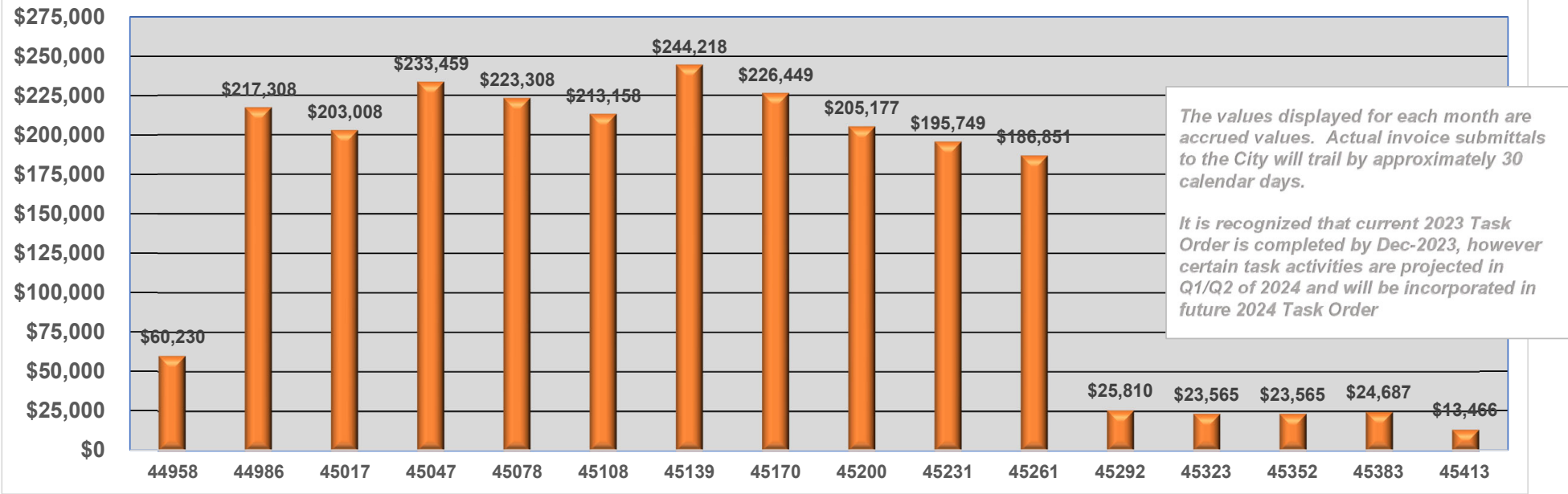
- A. Project Implementation Plan

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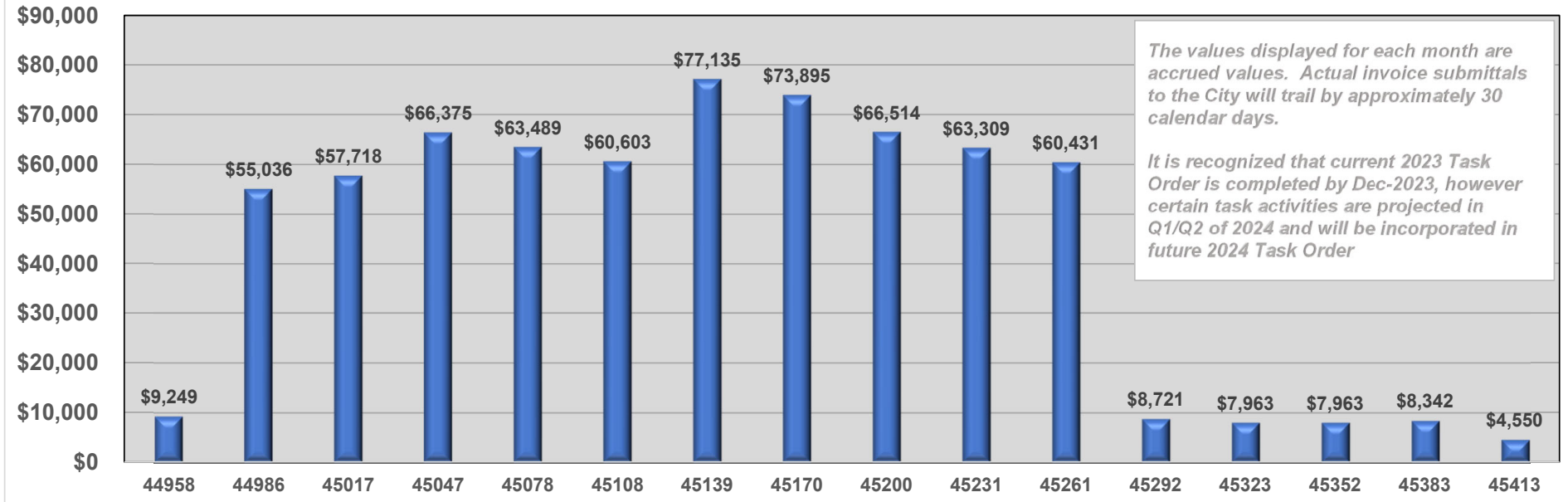
SDWRP and CWRP Programs Cost Allocation by Utility Accounts

WBS Code	Task Name	Total Budget	SDWRP		CWRP		Check Totals
			Allocation		Allocation		
			By %	By \$\$	By %	By \$\$	
1	Water Strategic Roadmap	\$ 217,300.76	100%	\$ 217,300.76	0%	\$ -	\$ 217,300.76
2	Wastewater Strategic Roadmap	\$ 624,843.49	0%	\$ -	100%	\$ 624,843.49	\$ 624,843.49
3	Funding and Finance Plan	\$ 361,348.88	34%	\$ 122,858.62	66%	\$ 238,490.26	\$ 361,348.88
4	Permitting Strategy	\$ 203,424.58	20%	\$ 40,684.92	80%	\$ 162,739.66	\$ 203,424.58
5	Program Management Plan Development	\$ 311,129.00	34%	\$ 105,783.86	66%	\$ 205,345.14	\$ 311,129.00
6	Procurement Execution	\$ 191,078.20	34%	\$ 64,966.59	66%	\$ 126,111.61	\$ 191,078.20
7	Program Management Support	\$ 331,338.20	34%	\$ 112,654.99	66%	\$ 218,683.21	\$ 331,338.20
8	Project Management	\$ 79,544.34	34%	\$ 27,045.08	66%	\$ 52,499.26	\$ 79,544.34
	Totals	\$ 2,320,007.45		\$ 691,294.81		\$ 1,628,712.64	\$ 2,320,007.45

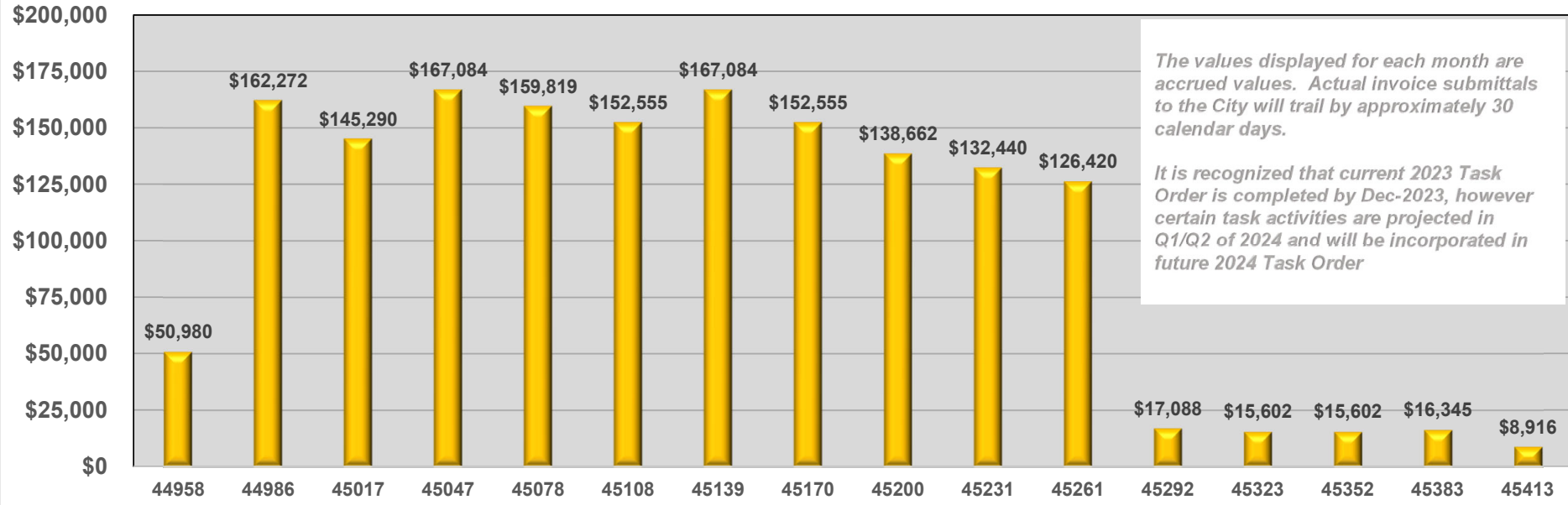
Total SDWRP & CWRP Programs Cash Demand Curve



Total SDWRP Program Cash Demand Curve



Total CWRP Program Cash Demand Curve



PROGRAM MANAGEMENT'S VALUE AND PROCESS

February 6, 2023



Program Management

- ▶ Policy drives Processes that need Tools
- ▶ Systematic approach to delivery of projects
- ▶ Hallmarks:
 - ▶ Transparency and Consistency
 - ▶ Organized documentation
 - ▶ Reliable forecasting and reporting
 - ▶ Accountability

Program Management

- ▶ Contract cost has been built into our budget assumptions and project planning
- ▶ Project Crossroads
 - ▶ Drinking Water Supply
 - ▶ Source
 - ▶ Treatment
 - ▶ Storage and Distribution
 - ▶ Wastewater Treatment and Discharge
 - ▶ Collection
 - ▶ Treatment
 - ▶ Liquids Discharge
 - ▶ Solids Discharge

Sandy Drinking Water Reinvestment Program

▶ SDWRP

▶ Source and Supply

- ▶ Portland Bull Run (treated)
- ▶ Alder Creek
- ▶ Brownell Springs

▶ Treatment and Disinfection

▶ System Wide Improvements

Sandy Clean Waters Program

▶ SCWP

- ▶ Continue with I/I Abatement
- ▶ Facility Planning for Existing Plant
 - ▶ Capacity
 - ▶ Discharge (Liquids)
 - ▶ Dispose (Solids)
 - ▶ Regulatory
- ▶ Initiate Near Term (0 to 5 year) Actions
- ▶ Plan Future (5 to 10 year) Investments

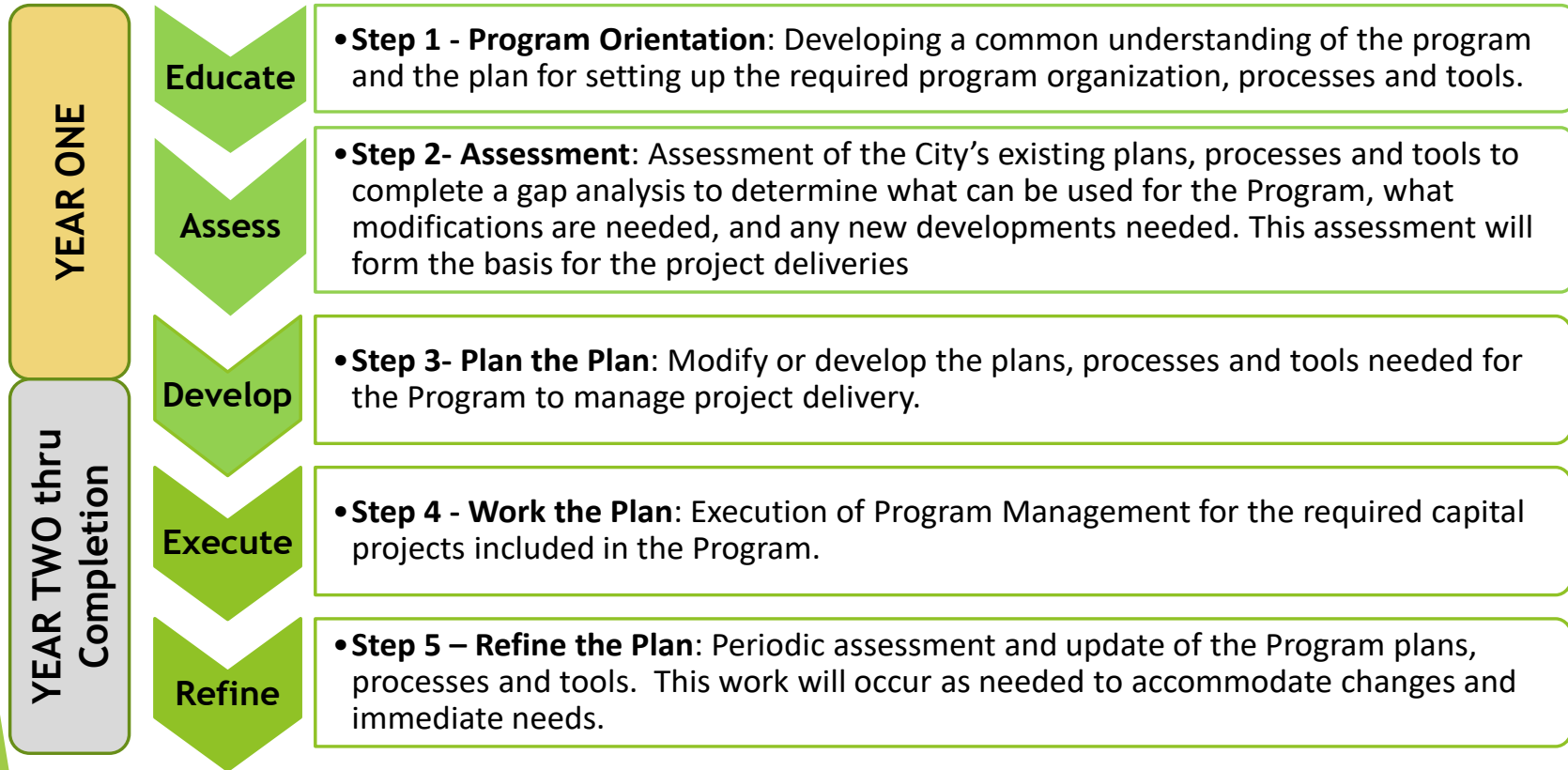
Year One

Develop the Program Management Plan

- ▶ **About the Program** - **What** and **why** are we doing the Program/Projects?
- ▶ **People** - **Who** is doing what to deliver the Program/Projects?
- ▶ **Plans and Procedures** - **How** are we going to deliver the **Program**?
- ▶ **Project Delivery Procedures** - **How** are we going to deliver the **Projects**?
- ▶ **Systems** - **What** tools do we use?



The Program Journey



DISCUSSION

Bull Pen

- ▶ Organization, Roles and Responsibilities
- ▶ Issues and Decisions
- ▶ Authority and Governance
- ▶ Funding and Finance
- ▶ Change Management
- ▶ Risk Management
- ▶ Quality Management
- ▶ Budget/Schedule Management
- ▶ Health and Safety
- ▶ Permitting/ROW
- ▶ Staff Augmentation / Systems / Software / Hardware
- ▶ Communications/Reporting
- ▶ Document Management
- ▶ Permitting
- ▶ Delivery Models
- ▶ Procurement
- ▶ Design Standards
- ▶ O&M
- ▶ Asset Management
- ▶ Construction Management



Staff Report

Meeting Date: February 6, 2023

From David Snider, Jeff Aprati,
Economic Development Advisory Board Appointments & Bylaws

SUBJECT: Amendment

DECISION TO BE MADE:

1. Whether to accept the interview panel's recommendation for appointments to the Economic Development Advisory Board
2. Whether to make three amendments to the board bylaws

BACKGROUND / CONTEXT:

8 of the 11 non-council seats currently need to be filled on the [Economic Development Advisory Board \(EDAB\)](#).

Staff received four applications for seats on this board during the advertised application period in October 2022. Three of the applications received were from non-councilor EDAB members (Khrys Jones, Hans Wipper, and Bill Schwartz) who wished to re-apply for another term. Staff also received an application from outgoing Chair Jeremy Pietzold whose term expired on December 31st, 2022. Mr. Pietzold expressed interest in continuing to contribute his leadership and unique expertise to this advisory board. Application materials from the four applicants are attached to this staff report.

An interview panel consisting of Mayor Pulliam, Councilor Exner, and Councilor Walker met virtually on January 12th 2023 to interview these applicants. The interview panel recommends reappointment of all four members.

KEY CONSIDERATIONS / ANALYSIS:

In addition to the panel's appointment recommendations, staff recommends three amendments to the EDAB bylaws:

- **Change the total number of seats on the Economic Development Advisory Board from fourteen (14) to ten (10)** - The large number of seats on this board as it was originally conceived has become a disadvantage over time, as the departure of several members and inconsistent attendance of other members has made it difficult to achieve a quorum - this board has not had a quorum since March of 2022. Reducing the number of seats on this board reduces the quorum threshold and should eliminate this problem going forward.

- **Add the following language to *Article III: Membership and Terms*:**
"Alternatively, the Council, in its discretion, may appoint non-business owners who have specialized business expertise, provided they reside within city limits." - At its inception in 2019 when this body operated as a less formal ad-hoc task force, it was envisioned as comprising not only business owners, but also general/operations managers and other professionals in key organizations in our city. There is a wealth of business talent and economic development expertise in our town that could benefit the EDAB, beyond only business owners. However, when official bylaws were developed for the EDAB in 2021, only 'business owners' were listed as eligible members. This amendment corrects that oversight.
- **Remove the City Manager as an ex officio member of the board.** The City Manager's status as a full member of this body is to some extent a holdover from the early, less formal days of the economic development task force. However, as this board has become more established, it is no longer necessary to designate the City Manager as a voting member of the board. Is it anticipated that the City Manager will continue to actively participate in EDAB activities regardless of this status change.

A track changes document showing the proposed changes to the EDAB bylaws is attached to this staff report.

RECOMMENDATION:

The interview panel recommends that the Council reappoint the following members to new four year terms on the EDAB:

- Khrys Jones (new term expires 12/31/2026)
- Hans Wipper (new term expires 12/31/2026)
- Bill Schwartz (new term expires 12/31/2026)
- Jeremy Pietzold (new term expires 12/31/2026)

Additionally, staff recommends that the Council approve the following changes to the bylaws for this board:

- Reduce the number of total seats from fourteen (14) to ten (10).
- Add the following statement to *Article III: Membership and Terms*: "Alternatively, the Council, in its discretion, may appoint non-business owners who have specialized business expertise, provided they reside within city limits."
- Remove the City Manager as an ex officio member of the board

SUGGESTED MOTION LANGUAGE:

"I move to reappoint board members Khrys Jones, Hans Wipper, Bill Schwartz and Jeremy Pietzold to the Economic Development Advisory Board for new four year terms, and to amend the bylaws for this board as recommended in the staff report."

LIST OF ATTACHMENTS/EXHIBITS:

- 2023 EDAB application - Schwartz
- 2023 EDAB application - Jones
- 2023 EDAB application - Wipper
- 2023 EDAB application - Pietzold
- Economic Development Advisory Board Bylaws - 2023 revision



David Snider <dsnider@ci.sandy.or.us>

Form submission from: Economic Development Advisory Board Application

Sandy Oregon <sandy-or@municodeweb.com>
Reply-To: Sandy Oregon <sandy-or@municodeweb.com>
To: dsnider@ci.sandy.or.us

Mon, Oct 17, 2022 at 5:35 PM

Submitted on Monday, October 17, 2022 - 5:35pm

Submitted by anonymous user: [REDACTED]

Submitted values are:

First Name Bill
Last Name Schwartz
Email [REDACTED]m
Phone Number [REDACTED]9
Address 38250 Pioneer Blvd
City Sandy
State OR
Zip Code 97055
Mailing Address (if different) PO Box 1714
Boring, OR 97009

Please explain your interest in serving on the Economic Development Advisory Board Own a brewery/ public house in the core of Sandy.

What knowledge, education, or skills would you bring to the Board?

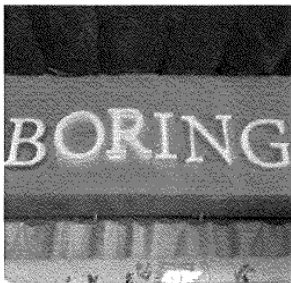
Small business owner for 37 years, in several sectors of business. I have plenty of people discussing the future of Sandy in my establishment. I'm a good listener, and problem solver.

Upload Current Resume f69910fb-aaa0-47b6-8170-8656b1ca2761.jpeg

By checking this box, I agree to the following: I certify that the information contained in this application is correct to the best of my knowledge. I understand that to falsify information is grounds for refusing to appoint me, or for removal should I be appointed. I also affirm that I have read and understand the Sandy Code of Conduct for members of Boards and Commissions (available as a Supporting Document on this webpage), and I understand its application to my role and responsibilities while serving on a City Board. I pledge to conduct myself according to the Sandy Boards and Commissions Code of Conduct, and I understand that the City Council may remove me from my position if my conduct falls below these standards.

The results of this submission may be viewed at:

<https://www.ci.sandy.or.us/node/21533/submission/19130>



f69910fb-aaa0-47b6-8170-8656b1ca2761.jpeg
472K



David Snider <dsnider@ci.sandy.or.us>

Form submission from: Economic Development Advisory Board Application

Sandy Oregon <sandy-or@municodeweb.com>
Reply-To: Sandy Oregon <sandy-or@municodeweb.com>
To: dsnider@ci.sandy.or.us

Tue, Oct 18, 2022 at 4:37 PM

Submitted on Tuesday, October 18, 2022 - 4:37pm

Submitted by anonymous user: [REDACTED] 0

Submitted values are:

First Name khrys
Last Name jones
Email [REDACTED]@ci.sandy.or.us
Phone Number [REDACTED] 6
Address PO Box 1275
City Sandy
State OR
Zip Code 97055

Mailing Address (if different)

Please explain your interest in serving on the Economic Development Advisory Board

As the Chamber ED, I feel Economic Development is crucial to our businesses success. I also feel strongly that the Chamber and The City should have a solid relationship and this Advisory Board can serve both purposes and make a difference for our community.

What knowledge, education, or skills would you bring to the Board?


I have been with the Sandy Area chamber of Commerce for 10 years. I have many years of business experiences from previous jobs and have served on the Sandy Action Center Board and current on The Sandy's Helping Hands Board as their Vice-President.

Upload Current Resume revised_2021_resume-khrys.doc

By checking this box, I agree to the following: I certify that the information contained in this application is correct to the best of my knowledge. I understand that to falsify information is grounds for refusing to appoint me, or for removal should I be appointed. I also affirm that I have read and understand the Sandy Code of Conduct for members of Boards and Commissions (available as a Supporting Document on this webpage), and I understand its application to my role and responsibilities while serving on a City Board. I pledge to conduct myself according to the Sandy Boards and Commissions Code of Conduct, and I understand that the City Council may remove me from my position if my conduct falls below these standards.

The results of this submission may be viewed at:

<https://www.ci.sandy.or.us/node/21533/submission/19137>

 revised_2021_resume-khrys.doc
62K



David Snider <dsnider@ci.sandy.or.us>

Form submission from: Economic Development Advisory Board Application

Sandy Oregon <sandy-or@municodeweb.com>
Reply-To: Sandy Oregon <sandy-or@municodeweb.com>
To: dsnider@ci.sandy.or.us

Tue, Oct 18, 2022 at 3:18 PM

Submitted on Tuesday, October 18, 2022 - 3:18pm

Submitted by anonymous user: [REDACTED]

Submitted values are:

First Name Hans
Last Name Wipper
Email [REDACTED].com
Phone Number [REDACTED]
Address 16542 SE 362nd Drive
City Sandy
State Oregon
Zip Code 97055
Mailing Address (if different)

Please explain your interest in serving on the Economic Development Advisory Board
I am a current board member and would like to continue serving. I am the co-owner of Wippersnappers Kids Play Place.
What knowledge, education, or skills would you bring to the Board?

I have 28 years experience in the resort industry from when I worked at Mt. Hood Skibowl, and I have eight years of experience designing, building, promoting and successfully operating my business Wippersnappers. I have lived in the Sandy/Mt. Hood area for most of my adult life, and know the area well.

Upload Current Resume wippersnappers_logo_2colors.jpg

By checking this box, I agree to the following: I certify that the information contained in this application is correct to the best of my knowledge. I understand that to falsify information is grounds for refusing to appoint me, or for removal should I be appointed. I also affirm that I have read and understand the Sandy Code of Conduct for members of Boards and Commissions (available as a Supporting Document on this webpage), and I understand its application to my role and responsibilities while serving on a City Board. I pledge to conduct myself according to the Sandy Boards and Commissions Code of Conduct, and I understand that the City Council may remove me from my position if my conduct falls below these standards.

The results of this submission may be viewed at:

<https://www.ci.sandy.or.us/node/21533/submission/19134>



wippersnappers_logo_2colors.jpg
490K

Jeremy Pietzold

39997 Dubarko Rd.
Sandy, OR 97055

[REDACTED] 4
Email [REDACTED]@m

Objective:

To be appointed to the City of Sandy Economic Development Committee where I can contribute my knowledge and experience in Sandy, Oregon, to help better my community.

Education:

Bachelor of Science from Western Oregon University, August 1996
Major: Business Administration
Minor: Computer Science

Professional and Volunteer Experience:

Chief Information Officer, January 2022-present
Assistant Director of Technology Network & Data Center Services, Clackamas Education Service District, August 2017-December 2021
Network Engineer, Clackamas Education Service District, March 2001-August 2016
Network Administrator, Oregon Trail School District, July 1998-March 2001
City Councilor, City of Sandy, OR, January 2007-December 2022
City Council President, City of Sandy, OR, January 2013-December 2022
Economic Advisory Board Chair, City of Sandy, OR, January 2019-December 2022
Oregon Broadband Advisory Council Member, March 2017-April 2022
SandyNet ISP Chair, July 2011-December 2020
SandyNet ISP Board Member, November 2004-December 2022
Northwest Access Exchange (NWAX) Board Member, August 2013-November 2022
Budget Committee Member, City of Sandy, OR, January 2007-December 2022
Clackamas County Coordinating Committee Member, Clackamas County, OR, January 2008-December 2016
Clackamas County Coordinating Committee Executive Member, Clackamas County, OR, January 2011-December 2013
City Planning Commissioner, City of Sandy, OR, January 2005-December 2006
Appointed March 2016 to the National Governors Association "Digital Learning Policy Academy" for the State of Oregon
Past Member of NATOA, OATOA, Coalition for Local Internet Choice and Founding member of Next Century Cities

Awards:

Co-recipient of NATOA's 2015 "Broadband Hero of The Year"
Recipient of Oregon Connections 2015 "Outstanding Telecommunications Advocate of The Year."



ECONOMIC DEVELOPMENT ADVISORY BOARD BYLAWS

Revised January 2023

Article I: Name

This body shall be known as the Economic Development Advisory Board (Board). It was established by Resolution 2021-09 on April 19, 2021. The Board is an 'Advisory Board,' per the framework established by Resolution 2021-07.

Article II: Purpose

Advise the City Council on issues and policies related to economic development including, but not limited to, business recruitment and retention, grant programs and other development incentives, and economic strategic planning.

Article III: Membership and Terms

The Board is comprised of ~~fourteen-ten~~ seats, each with a four-year term. The City Council retains sole authority to appoint or remove members. Seat terms, vacancies, applications, and appointment procedures shall be conducted in accordance with the provisions of Resolution 2021-07.

Board Members and applicants must be owners of businesses located within Sandy city limits, ~~with-although~~ two Board Members ~~allowed to own~~ may qualify for membership by owning a business within the Urban Growth Boundary or Urban Reserve area outside city limits. To ensure representation of various stakeholders in the local economy, the Board should ideally include at least one Member from the following sectors: Retail, Services, Restaurants, Tourism, and Real Estate. Alternatively, the Council, in its discretion, may appoint non-business owners who have specialized business expertise, provided they reside within city limits.

~~Four-Three~~ of the ~~fourteen-ten~~ Board seats shall be reserved for three members of the City Council ~~and the City Manager~~, all of whom shall be voting Members.

Article IV: Officers

The officers of the Board shall be Chair and Vice Chair. The Mayor shall appoint the Chair. The Vice Chair shall be elected at the first meeting of each calendar year. Officer terms shall extend for the duration of each calendar year, with no limitation on reelection / reappointment. The Chair shall preside over meetings and maintain order. The Vice Chair shall preside in the absence of the chair.

Article V: Code of Conduct

Board Members shall abide by the Boards and Commissions Code of Conduct and/or any other such requirements established by the City Council.

Article VI: Meetings

The Board shall meet not less than four times per year. All meetings shall be held in accordance with public meetings law established by the State of Oregon. Meeting dates may be changed or canceled by the Chair, in consultation with the Staff Liaison, with prior notice to the membership. A majority of the voting membership shall constitute a quorum.

If a Member should have two (2) consecutive unexcused absences from regular meetings, he/she may be replaced with a new Member appointed by the Sandy City Council. The new appointee shall fill the former Member's unexpired term.

Article VII: Amendments

Amendments to these bylaws may be made at the City Council's discretion. The Board may propose recommended changes to the Council.



Staff Report

Meeting Date: February 6, 2023

From Rochelle Anderholm-Parsch, Parks and Recreation Director
Overview of Parks and Recreations Accomplishments & Goals for

SUBJECT: 2023-2025

PURPOSE / OBJECTIVE:

This summary contains the following:

- An overview of the Full Time Equivalent (FTE's) and responsibilities of the Parks and Recreation Department;
- An update on the final status of 2021-2022 City Council Goals as it relates to the Department;
- Accomplishments and goals fulfilled in 2021-2022, and;
- A draft of the Parks and Recreation Department's Goals for 2023-2025.

BACKGROUND / CONTEXT:

GENERAL OVERVIEW OF THE PARKS AND RECREATION DEPARTMENT

The Parks and Recreation Department was formed as a traditional parks and recreation department in November 2021. Prior to this, the maintenance and construction of parks and trails resided under the Public Works Department, while Recreation, Senior Services, Parks Planning, and Special Events programs and services were managed under a Community Services Department.

As currently structured, the Parks and Recreation Department provides recreation programming, special/community events, senior programs and services, and the maintenance of City facilities, parks, trails, and open spaces.

The creation of a new department was an opportunity to build a department that could expand and strategically provide parks and recreation for the community of Sandy that is responsive its anticipated population growth. This opportunity also incorporated hiring and developing a new staff team and reopening the Community Center as COVID restrictions were lifted. This work also meant hiring and training a team to get back to pre-pandemic staffing levels.

Over the course of a year the department worked to hire 6 employees to rebuild and reinvent the senior/recreation division. In Parks, the division was slightly restructured changing a lead position to a manager position, requiring the parks/facilities manager to hold more professional certifications, such as Certified Playground Inspection Certification (CPSI), and a pesticide applicators license. Parks also hired a replacement for an employee that had retired.

In summary, of the current 10.91 Full Time Equivalents (FTE's) in the Parks and Recreation Department, 7.91 are new in the last year.

The Parks and Recreation team consists of:

- 10.91 Full Time Equivalents (FTE's)
 - 1 Parks and Recreation Director
 - 5 employees in the recreation and senior services division,
 - 1 executive assistant,
 - 3 full-time parks/facilities crew members, and
 - Approximately 0.91 FTE for part-time and seasonal employees
 - seasonal park employee (April - August), and recreation employees (umps, coaches, and building monitors).

Parks System

The parks system has a total of almost 280 acres. Below is a breakdown by park category. Mini-parks provide basic recreation on small lots within residential areas serving an area within 5-minutes walking time (approximately ¼ mile) from neighbors. Mini-parks are typically less than one acre in size (¼ to ¾ acre). Neighborhood parks are located within approximately 5-10 minute walking time (approximately ¼-½ mile) from local residences and are generally 2-5 acres in size. Community parks are typically 10-30 acres, and the park appeals to the entire community, serving an area within approximately 15 minutes driving time or three miles. Natural or open space can range from small parcels to large properties of more than 100 acres and typically serve the entire community. Special use can include waterfront parks, boat ramps, memorials, historic sites, or a single dedicated purpose. Special use parks have a community or regional draw.

- 279.89 Total Park Acreage
 - 19 Developed Park Properties
 - 6 mini-parks = 3.87 acres
 - 7 Neighborhood Parks = 21.29 acres
 - 2 Community Parks = 24.82
 - 4 special use areas = 5.27 acres
 - Jonsrud, Centennial Plaza, Veterans Memorial, Community Center
 - Natural and Open Space = 224.64 acres

Trail Systems Includes:

- 9.58 Total Miles of Trails
 - 5.76 trails and paths within parks
 - 3.82 trails and paths outside of parks

Facility Maintenance:

The Parks Division also assists with high-level facility maintenance over the City's 7 facilities: Library, Police, City Hall, Community Center, Operations Center, Sandy Net Facility, Hoodland Library

Senior Programs and Services (not an exhaustive list):

- Meals on Wheels = 15,785 meals served
- Nutrition and Enrichment Programs (congregate meals, cooking classes)
- Recreation Programs (trips, hikes, social gatherings, events, and facility rentals)
 - 2,484 patrons participated in senior trips, classes, and services since reopening in May 2022
- Social Services (respite programs, energy assistance, connections to services)
- Community Partnerships, fundraising and sponsorship efforts

Recreation Programs and Services (not an exhaustive list):

- Special and Community Events (some examples include concerts in the park, movies in the park, and holiday events)
 - an estimate of 4,000 people visited our events
- Teen programs (silent disco, teen egg hunt and Halloween candy hunt)
- Youth basketball, adult softball league, running events
- Enrichment and beginner-level introductory classes (community garden, indoor playgroups, parkour classes)
- Facility rentals
 - May 1, 2022, to present, there were 48 rentals resulting in \$11,632 in revenue.
- Community Partnerships, fundraising and sponsorship efforts
 - A total of \$37,700 was raised to support our events in 2021-2022

The Department's mission is to engage and strengthen community belonging by developing and maintaining safe, clean, and accessible parks as well as providing inclusive and diverse programs and services.

As the Department continues to grow and evolve our vision is to advance Sandy's parks, programs, services, and policies while striving to be a leader in the field of Parks and Recreations and a pillar to the community of Sandy.

UPDATE ON COUNCIL GOALS AS IT PERTAINS TO PARKS AND RECREATION

There are several Council Goals that guided the work of the Parks and Recreation Department. An update on the progress of these goals is listed below.

GOAL #5: Maintain financial strength and sustainability

- Actions: Diversify revenue sources, analyze new revenue streams, look at cost recovery where possible

- Cost recovery workshop with Parks Board and City Council held in December 2022.
- Parks SDC methodology and rates updated.

GOAL #8: Expand recreation opportunities that align with community needs

- Actions: Appoint a committee to guide the next steps for the Community Campus and aquatics
 - Community Campus Council Subcommittee established and guided staff on exploring options for aquatics and recreational facilities at the campus.
 - Community Campus Council Subcommittee's role will also include involvement on the Community Campus Park Project Advisory Committee
 - Pool Exploratory Task Force created, completed assessment, and provided recommendations.
- Actions: Complete the parks and trails master plan
 - Completed and adopted by Council including 2022 amendment.
 - Parks SDCs and Fee-in-Lieu fees were updated.
- Actions: Develop a plan for the Community Campus
 - In progress.
 - RFP issued for community campus park improvements. Landscape consultants will create preferred park concepts through additional public engagement. Break ground tentatively scheduled for late winter or early spring of 2024.
- Actions: Explore Council and community recreation services needs and determine how the organization can support this
 - Parks & Recreation Department fully staffed.
 - Multiple events and programs re-established or created.
 - Holiday Lights at Meinig implemented.
 - Cost recovery policies and priorities under development with consultants.
- Actions: Incorporate biodiversity into our parks and green space
 - In progress. The P&R Department is working on exploring options, funding, and timing to plant pollinator gardens.
 - City accepted as a "Bee City USA"
 - Developed Integrated Pest Management Operational Policy that enhances the Department's cultural practices to incorporate biodiversity as a management tool for the city's park and natural/open space system.

HIGH-LEVEL REVIEW OF ACCOMPLISHMENTS AND GOALS FULFILLED FOR 2021-2022

The Department had a goal setting session with the Parks Board in January 2022. The Parks Board provided input to help guide the Department in establishing priorities. The Department goals for 2021-2022 aligned with goals set forth by the Council.

- Community Campus - IN PROGRESS
 - Pool Exploratory Task Force (PETF) completed work in Jan. 2022

- A Request for Proposal (RFP) for dry side / wet side & park Improvements was advertised.
 - A combined RFP produced zero submittals. In Oct. 2022, a revised RFP with a standalone park improvement was advertised. The city received 4 proposals. A selection committee selected the preferred consultant, and a contract was awarded to Lango Hansen Landscape Architects. A second contract was awarded to American Ramp Company for the design of a skate park and pump track.
- Staff has started the work to complete the connector trail from CC to Sandy River. Funding included a Recreational Trails Program Grant. It is anticipated that we will break ground sometime in late Spring, early summer.
- Council approved moving forward with Park Improvements first and the front portion of the community campus visioning to continue into 2023-2025.
- Funding sources include Park SDC's, and \$3 million cash in urban renewal from the original purchase of the property.
 - A formal decision to dedicate the \$3 million is needed by SURA.
- Initiated cost recovery work and department-wide budget analysis - IN PROGRESS / estimated completion date March/April 2023
 - Create a department master fee schedule
 - Develop an adjusted fee schedule based on cost recovery results
- Created an Integrated Pest Management Policy (IPM) - COMPLETED / Jan. 11, 2023
 - Built off of existing Pesticide Policy
 - Created better cultural practices, promoting biodiversity throughout the parks system
 - Parks crew to become Pesticide Licensed (and/or an apprentice)
- Capital Improvement Projects
 - Meinig Park - COMPLETED
 - Details: improvements completed; electrical fixed and upgraded, heated bathrooms for year round use, successfully restored pervious asphalt parking lot
 - Completed
 - Cost: \$22,251.02
 - Sandy Bluff Park - IN-PROGRESS
 - Details: complete dog park improvements to allow for ADA access, repair stairs into the dog park, create a walking path around the perimeter of the dog park, add two shelters to the park property.
 - Successfully wrote and received a grant. Work is tentatively scheduled to start spring of 2023 or 2024.
 - Total estimated project costs: \$153,886 (Grant: \$68,000)

- Community Garden Repairs - COMPLETED
 - Details: work to include repairing the planter beds and incorporating pollinator gardens.
 - Completed planter bed repairs
 - In-Progress: Incorporating pollinator garden and plantings to include an educational experience.
- Trail from Community Campus Park to Sandy River Park - IN-PROGRESS
 - Details: design and build a multi-use (bikes and peds) trail that connects to the Community Campus Park to the existing Sandy River Park Trails
 - Completed: successfully wrote and received a grant. The trail has been designed and mapped out via gps. The trail will be approximately 3,270' (0.62 mile)
 - Construction tentatively scheduled for late spring, early summer
- Updated Parks and Trails Master Plan, Parks and Open Spaces Code and System Development Methodology and Fees- COMPLETED.
- Created a department vision and mission statement - COMPLETED
- Added Recreation Services, Programs and Community event / special events - COMPLETED and ON-GOING
 - Mapped out current and future programs, services and events offered
 - Strategically plan to provide for the needs and wants for the community members of Sandy
 - This includes accurate budget projections.
 - Events:
 - Brought back and hosted 2 summer concerts and 2 movies in the park, Mt. Storm Youth Basketball, and Co-Ed Slow Pitch
 - Added Holiday Lights at Meinig
- Identified current community partners, and build and expand the Department's community network/partners - ON GOING
 - The Department had record sponsorship contributions from local businesses
 - Events worked hand in hand with local businesses
- Researched and Implemented an Asset Management and Work Order Software - COMPLETED

DRAFT OF THE DEPARTMENT'S 2023-2025 PARKS AND RECREATION GOALS

The next biennium will bring opportunities for the department to continue to strategically plan for the future. Provided is a list of goals that the department will aim to achieve. These goals will be refined as the 2023-2025 Council Goals are determined.

GOALS:

- Engage the Community Campus Visioning Subcommittee to continue the conversation about the future of the front half of the Community Campus Property
- Promote and support tourism and economic development efforts
 - Through added special events and community events like the concerts, and movies in the park
 - Look at opportunities to engage the community in our outreach efforts (i.e., voting for movies, and community surveys)
 - Grow the Holiday Lights at Meinig
 - Become a holiday destination city
- Create a Formal Volunteer Program
 - Develop policy and process to recruit and support volunteers and celebrate volunteers
 - Create a volunteer party or recognition celebration
 - Develop and implement a formal process
 - To include background checks, assessing interests, assigning work, creating work plans, monitoring outcomes, documenting hours
 - Create a department Point person
- Continue the Work to Create a Department Policy and Procedures
 - Finalize and Implement a Financial Sustainability Policy
 - Complete cost recovery work and analysis
 - Create a cost recovery policy, and have it approved by the Parks Board and Council
 - Implement cost recovery policy and utilize it as a basis for the 2023-2025 budget creation
 - Develop a more detailed P&R Master Fee Schedule
 - Develop a park and facility use policy
 - Continue the Departments Work with hired consultant on the following policies
 - Social Equity Policy
 - Needs Based Financial Assistance (Scholarship Program)
 - Capital and Asset Investment Policy
 - Natural Resource Management and Infrastructure Investment

- Parks and Facilities Specific Goals
 - Conduct system wide facility assessment to identify priorities based on the following: safety, function, esthetics
 - Hire an additional parks crew member to help meet the demands of a growing park system
 - Centralize online documentation location and promote the use team-wide
 - Facilities
 - Create a Facilities Supervisor or Coordinator job description
 - Propose 1 FTE to support the needs of City's facilities
 - Explore funding options and opportunities
 - Goal is to clearly define how to support City's facilities to meet current and future projects, preventative maintenance, and provide exceptional internal customer service.

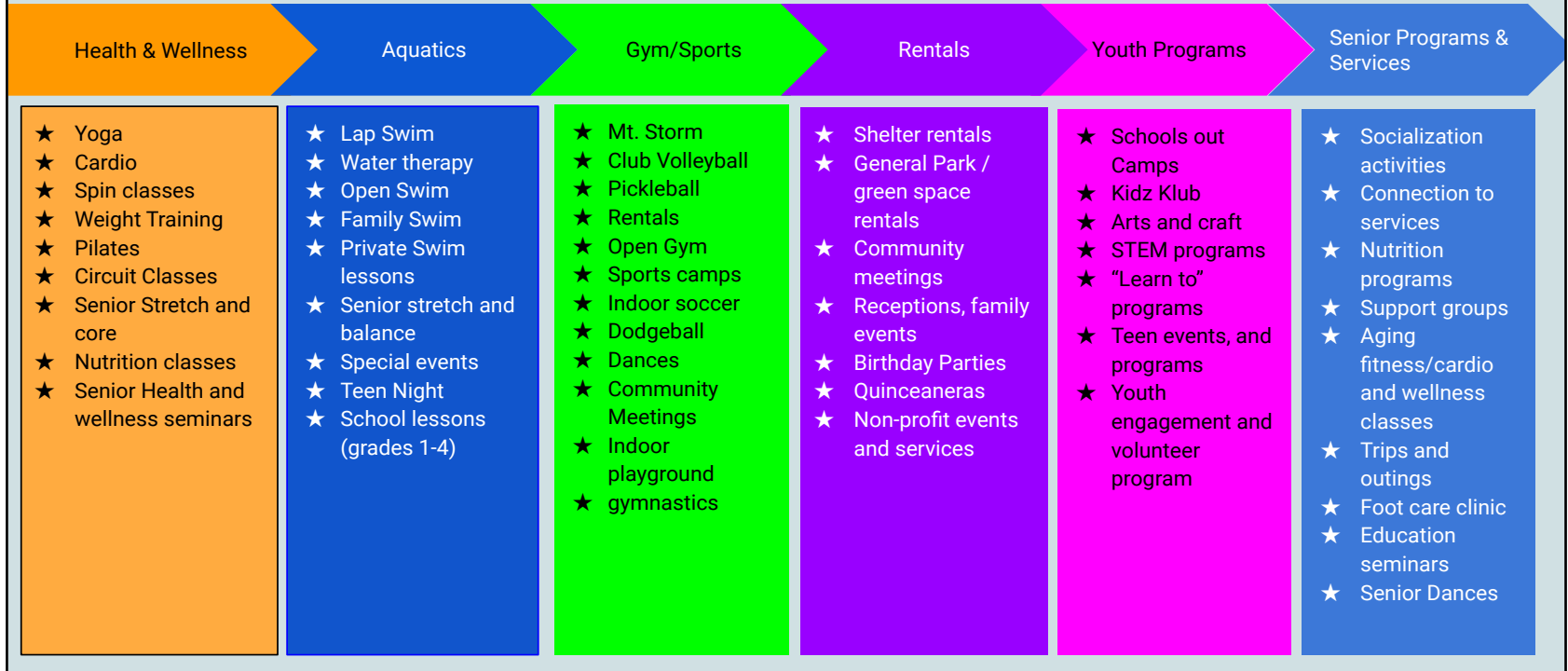
- Recreation and Senior Services Specific Goals
 - Make efforts to meet community needs as identified in the Services and Program Vision (Attachment A)
 - Explore schools out and summer camps
 - Conduct a senior center facility assessment and look at possible expansion and/or updates to meet the vision listed in the Services and Program Vision.
 - Continue to creatively and innovatively work with community partners to meet the needs of our aging population (i.e., congregate meals, respite programs)
 - Alternatively, look at creative opportunities to meet the visions as set forth in the Services and Program Vision.

- Capital Improvement Projects
 - Develop the Community Campus Park
 - Complete the Sandy Bluff grant upgrades and update the irrigation system to include a new smart clock
 - Complete the Cedar Ridge Connector Trail
 - Prioritize Deer Point Park and explore a development agreement with the developer to build park amenities as identified in the Parks and Trails Master Plan
 - As funding and timing allows explore developing Ponder Lane and/or Champion Way

LIST OF ATTACHMENTS/EXHIBITS:

- Sandy Parks and Recreation Service and Program Vision
- Presentation Slides

Sandy Parks & Recreation Service and Program Vision 2023 - 2025

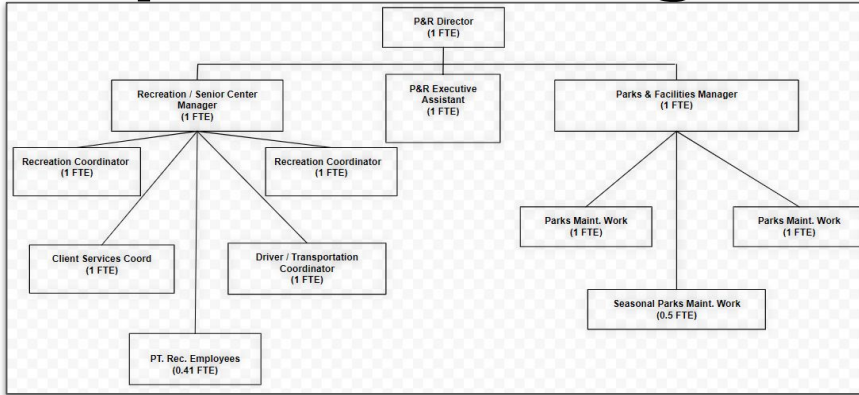




City Council Goal Setting Park and Recreation Department Update

City Council Meeting | February 6, 2023

Department Org. Chart



The Parks and Recreation Department was formed as a traditional parks and recreation department in November 2021. Prior to this, the maintenance and construction of parks and trails resided under the public works department.

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6 mini-parks = 3.87 acres

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Trail Systems Includes:

9.58 Total Miles of Trails

5.76 trails and paths within parks

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Facility Maintenance:

The Parks Division also assists with high-level facility maintenance. This includes things like,

7 Facilities Total (*Library, Police, City Hall, Community Center, Operations Center, Sandy Net Facility, Hoodland Library*)

The Parks and Recreation team consists of:

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 - 1 executive assistant,
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 - Approximately 0.91 FTE for part-time and seasonal employees
 - seasonal park employee (April - August), and recreation employees (umps, coaches, and building monitors).

2021-22 Accomplishments

2021-22 Council Goals highlights

- **GOAL #5: Maintain financial strength and sustainability**
 - Look at cost recovery where possible

- **GOAL #8: Expand recreation opportunities that align with community needs**
 - Appoint a committee to guide the next steps for the Community Campus and aquatics
 - Complete the parks and trails master plan
 - Develop a plan for the Community Campus
 - Explore Council and community recreation services needs and determine how the organization can support this
 - Incorporate biodiversity into our parks and green space



2021-22 Accomplishments cont.



Performance Measures

- Parks and Facilities:
 - Jan. 2022 - Dec. 2022
 - Time Mowing 210.7 hours
 - Busiest months May, June, July
 - 240 mowing work orders created / 240 mowing work orders completed
 - 888 total work orders created / 842 completed (94.8% completed)
 - 515 Reactive Work Orders / 373 Repeatable
 - Avg. hours to complete reactive work orders 185.7 hours
 - 224 on time and 291 overdue
- Senior Programs and Services:
 - Meals on Wheels = 15,785 meals served
 - Recreation Programs (trips, hikes, social gatherings, events, and facility rentals)
 - 2,484 patrons participated in senior trips, classes, and services since **reopening in May 2022**
- Recreation Programs and Services:
 - Special and Community Events (some examples include concerts in the park, movies in the park, and holiday events)
 - an estimate of 4,000 people visited our events
 - 17 events since May 1, 2022
 - Recreation Services (Age 60 and below classes and services/excluding events)
 - 686 participants
 - Facility rentals
 - May 1, 2022, to present, there were 48 rentals resulting in \$11,632 in revenue.
 - Rental attendance 2,086
 - Community Partnerships, fundraising and sponsorship efforts
 - A total of \$37,700 was raised to support our events in 2021-2022

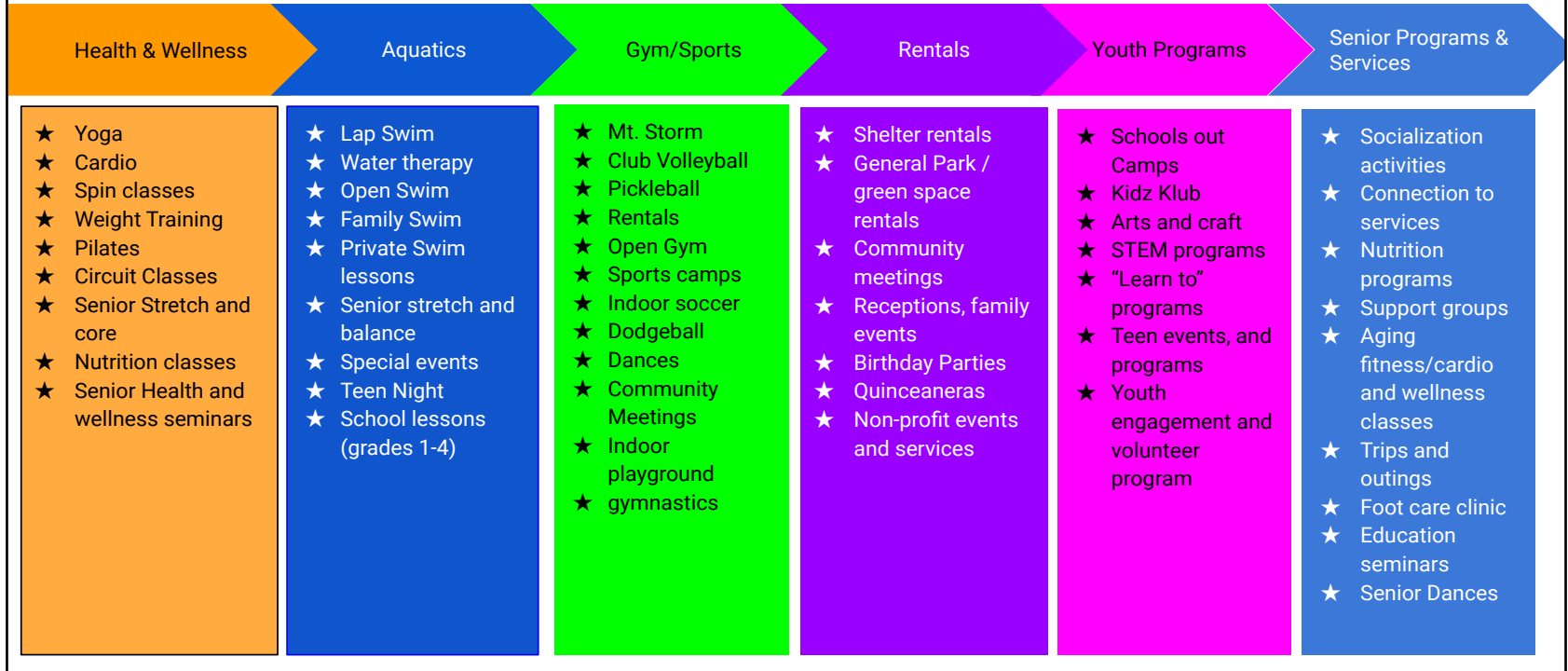


2023-24 Department Goals

- Engage the Community Campus Visioning Subcommittee to continue the conversation about the future of the front half of the Community Campus Property
- Promote and support tourism and economic development efforts
- Create a Formal Volunteer Program
- Continue the Work to Create a Department Policy and Procedures
 - Financial Sustainability Policy
 - Social Equity Policy to include Needs Based Financial Assistance (scholarship programs)
- Parks and Facilities Specific Goals
- Recreation and Senior Services Specific Goals
- Capital Improvement Projects
 - Develop a new community park
 - Complete Sandy Bluff upgrades
 - Complete the Cedar Ridge Connector trail
 - Deer Point development and funding



Sandy Parks & Recreation Service and Program Vision 2023 - 2025



Challenges and Constraints

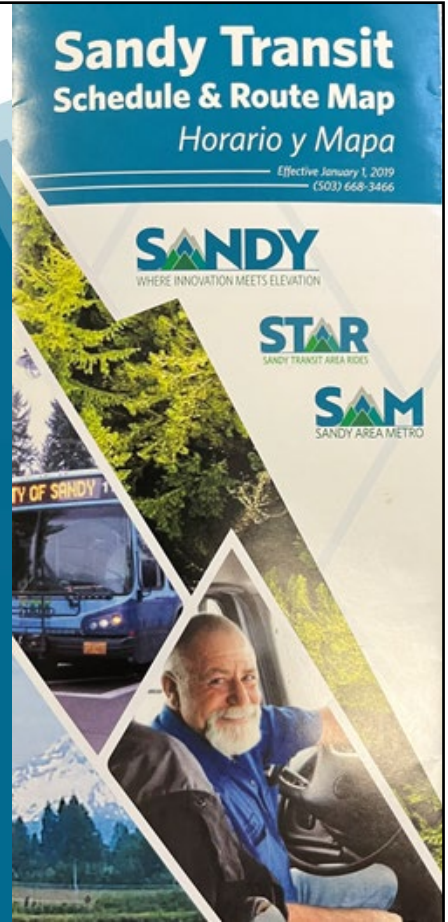
- Staffing and funding levels to meet basic maintenance standards for a growing parks and trails system
- Facility maintenance staffing and funding limitations in order to provide assistance and support city-wide to address safety, function and aesthetic demand as well as city wide deferred maintenance
- Outgrowing our current community center to effectively offer the service and programming needed for a growing community
- Funding to address the Community Center's deferred maintenance



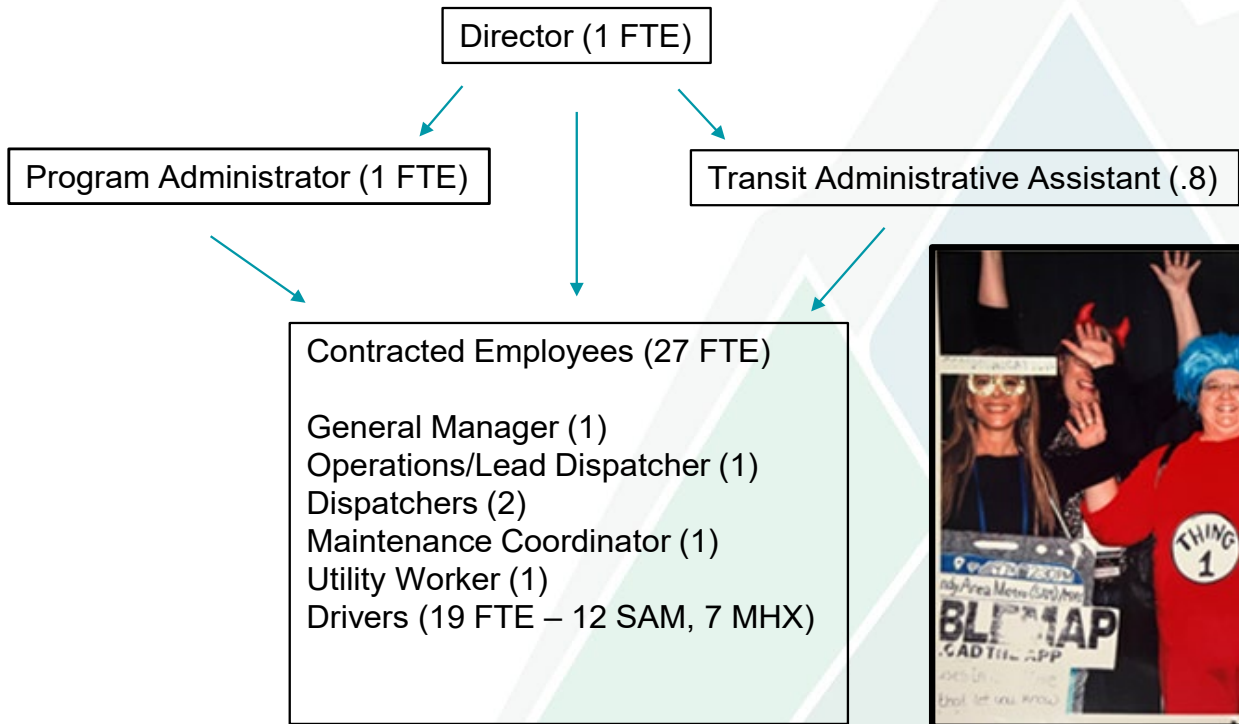


City Council Goal Setting Department Updates

City Council Meeting | February 6, 2023



Department Org Chart



2021-22 Accomplishments

- 2021-22 Council Goals highlights (if applicable)
 - Grants awarded for 3 fully electric 35' buses, necessary infrastructure upgrades at Ops, workforce development.
 - Grants awarded for planning/design 2 future Ops projects (new or improved administrative space, new maintenance bay).
 - New on-board technology equipment procured and installed. New tablets, interior LED reader signs, automated announcements, GPS
 - New/upgraded computer aided dispatch software procured (not in use).
 - Procured 2 new grant funded Transit Vans
 - Added WIFI to Gresham route and Shopper Shuttle



2021-22 Accomplishments cont.

- Rebuilt older diesel transit bus as replacement vehicle.
- Received funding for implementing service to Clackamas Town Center and new vehicle for service.
- Received competitive FLAP funding to support Saturday morning, Sunday, added Estacada service.
- Secured additional CARES ACT funding for increased operations costs, driver barriers on every vehicle, upgraded HEPA filters on nearly all vehicles, an additional Ford Transit Van and a service vehicle replacement (currently use a Ford Escape Hybrid).
- Completed construction of 2 new additional bus barns
- December 2020.



2021-22 Performance Measures

	2022	2021	2020	2019	2018	2017	2016	2015
Ridership	77,603	76,642	111,714	123,245	129,776	121,227	125,403	136,271
Percent Elderly and Disabled	19.03	21.46	22.18	23.4	19.75	17.23	17.75	18.83
Routes/Programs	5	5	5	5	5	5	4	4
Special Events	5	5	5	2	4	3	0	0
Revenue Service Hours	16,639	13,808	16,990	16,292	16,238	15,919	15,366	14,933
Revenue Service Miles	317,429	337,675	342,866	356,411	347,042	341,335	333,577	323,724



2023-24 Department Goals

- Clackamas Town Center Route
- Saturday Shopper Shuttle
- Added Estacada service
- Operations Center Expansion Plan
- Implement e-fares
- Mobilize Electric vehicles
- Crosswalks at Transit Center



2023-24 Department Goals

- Policy and Procedure Updates. Ex.: Remote Work, Public Contracting, Finance/HR, Transit, PW, P&R)
- City Facilities Planning, Space Needs, and Security Improvements
- Facility Capital Replacement
- Cost Recovery and Contract Management
- Remote Work Agreements/Staffing Minimums and practices
- Emergency Operations Plan, Training, and exercise



Challenges and Constraints

- Staff/Time
- Contract Configurations



- Space constraints both administrative and operations



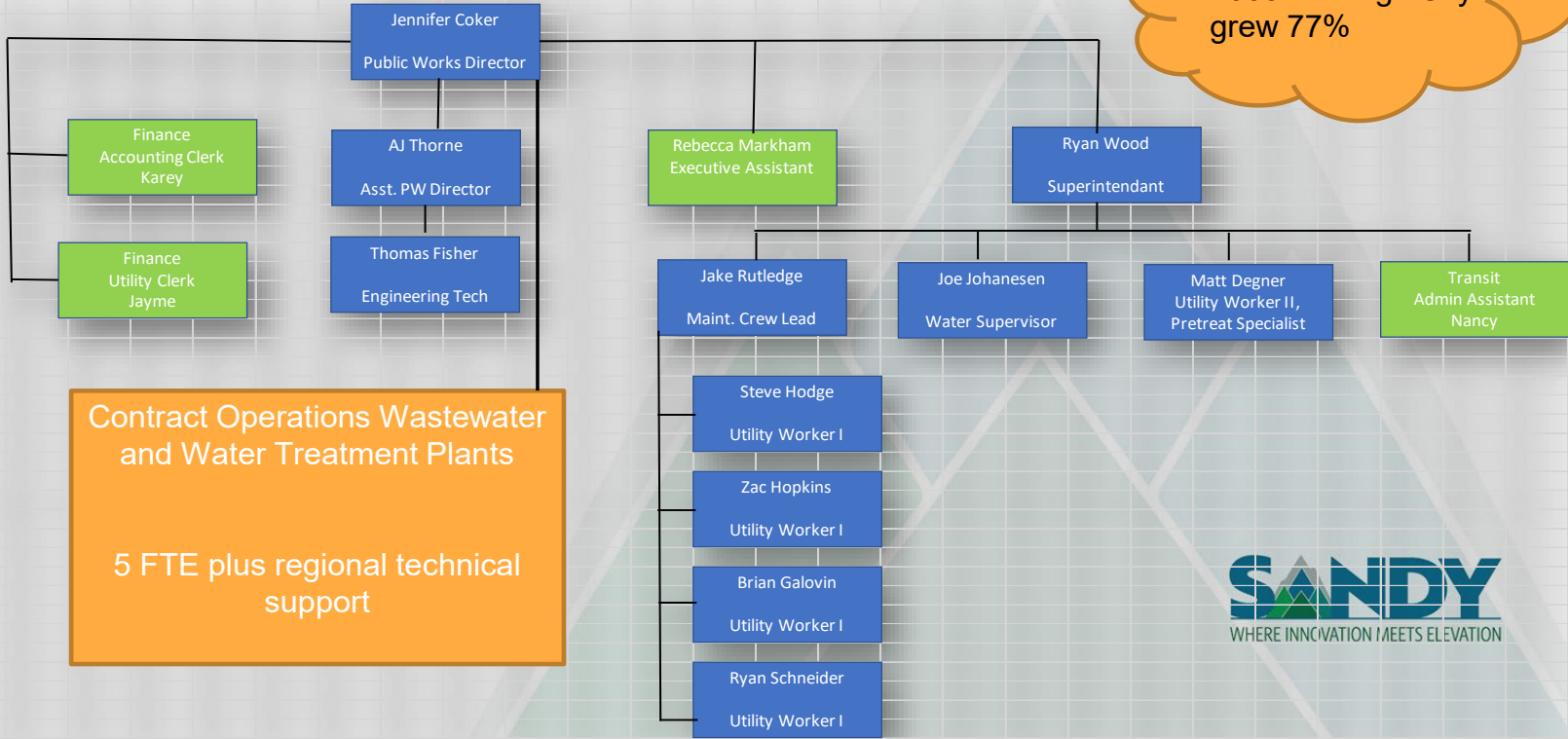


City Council Goal Setting Department Updates

City Council Meeting | February 6, 2023

Department Org Chart

Same staffing since 2005 although City grew 77%



Contract Operations Wastewater and Water Treatment Plants
5 FTE plus regional technical support



Department Functions

Design, Construction and Project Management CIP
Funding Sources – Loans, grants
Agreements with PWB
Veolia Ops Agreement
Implement TSP
Rate Fund Studies

Engineering (CIP)

Water

6 pump stations
12 pumps
1193 manholes

Sewer

12 design contracts

ROW permits
Utility Locates
Tree removal
GIS
Driveways, sidewalks
Traffic concerns
SDCs
Pre-App & Land Use
Development
CM/inspections

Development

Emergency

Street

5 construction contracts

Storm

SANDY
WHERE INNOVATION MEETS ELEVATION

2021-22 Accomplishments

1. Plan and Provide Sustainable Infrastructure

CWSRF & WIFIA Loans



Sandy River NPDES Permit & Alternative Discharge



WWTP Phase 1 A



Basins 6 and 7



2021-22 Accomplishments cont.

362nd and Bell Improvements



City of Sandy

Water System Master Plan

December 2022

PREPARED BY:

Consor
Point of Contact: Brian Ginter, PE
888 SW 5th Avenue, Suite 1170
Portland, OR 97204

PREPARED FOR:

City of Sandy, Oregon

2021-22 Performance Measures

	2022	2021
Square Feet of Streets Resurfaced	0	367,400
Miles of Streets	42.62	42.62
Pavement Condition Index	78	80
Local Gas Tax Revenue Collected	\$318,302	\$250,009
Streetlights Maintained	1100	1020
Miles of Water Pipeline	71.7	69.7
Gallons of Water Treated (Daily Average)	1,309,505	1,306,000
Gallons of Water Purchased	166,012,925	185,509,403
Gallons of Wastewater Treated (Daily Average)	1,328,000	1,324,000

Sewer

6 pump stations
12 pumps
1193 manholes
12 miles cleaned
6 miles cctv'd

Water

421 fire hydrants
1258 Backflow Assemblies
4171 services
5 Reservoirs, 4.75 MG
4 PS, 13 pumps



2023-24 Street Department Goals

- Finish 362nd and Bell
- Paving Project/Paving Index
- Gunderson/211 Intersection
- ODOT ADA
- Traffic Calming
- Maintenance
 - Excavator with attachments ROW maintenance



2023-24 Storm Department Goals

- 5 Year Update of Stormwater Plan
- Stormwater Masterplan
- Structural fix to the Utility Fund



2023-24 Water Department Goals

- Emergency Preparedness
- Funding and Financing Plan
- New 30 Year Wholesale Water Agreement
- Setup Water Program
- Start Design of PWB pipeline
- Complete Alder Creek Investigations
- Complete LC Inventory



2023-24 Sewer Department **Goals**

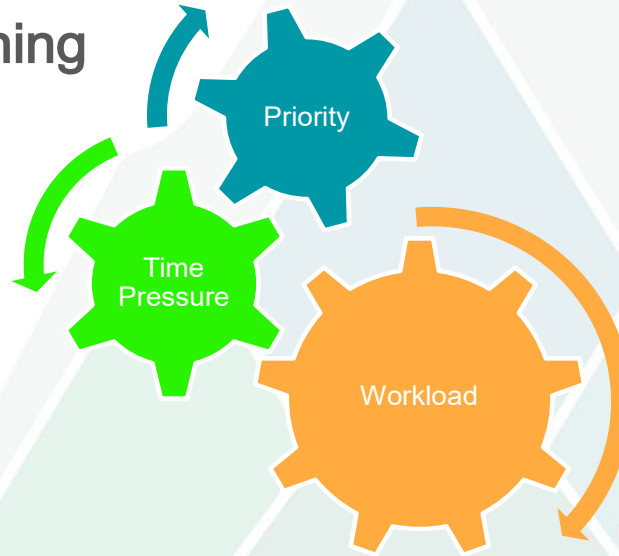
- **EPA/DEQ Requirements**
 - Inspect Sewer Basins 1, 3, 4, 5, 9, and 10
 - CMOM/Manhole Grouting
 - Complete Facility Plan Amendment
 - Move forward on Sandy River Outfall and Alternative Discharge Permitting and Infrastructure
 - Complete next phase of treatment expansion
- **Change Recycled Water Certification to Class A**
- **Biosolids Masterplan**
- **Close on WIFIA loan and CWSRF 2nd Loan**

2023-24 Development & Engineering Goals

- Development Standards
- SCADA Masterplan
- Modernize process, contracts, standards for consultants
- Update Websites
- SOPS, Forecasting, and Prioritization

Challenges and Constraints

- Attracting and Retaining Qualified Staff
- Prioritization
- Funding
- Burnout of staff and contract employees



Oldest Public Employee Retired – Aug 2020

Year	# of Licensed Surveyors	
2000	2100	
2011	1487	
2014	1022	
2017	963	(711 Oregon residents)
2018	875	(640 Oregon residents)
2020	774	(665 Oregon residents)



Information from Oregon State Board of Examiners for Engineers and Licensed Surveyors (OSBEELS)



Demographics of licensed surveyors

Age groups:

21-30: < 1%

31-40: 10%

41-50: 21%

51-60: 26%

61 and over: 43%

Surveyors in age group

less than 7

77

163

201

333

