



**City of Sutherlin
Regular Council Meeting
Monday, July 10, 2017
Civic Auditorium – 7:00 p.m.
AGENDA**

Mayor Todd McKnight
Council President Luzier
Councilors Boggs, Riggs, Stone, Tomlinson, and Vincent

1. CALL TO ORDER / FLAG SALUTE

2. ROLL CALL

3. INTRODUCTION OF MEDIA

4. PUBLIC COMMENT

[The purpose of citizen comment is to allow citizens to present information regarding agenda items only. A time limit of three minutes per citizen shall apply.]

5. CONSENT AGENDA

- a. June 12, 2017 Minutes – Regular Meeting
- b. June 26, 2017 Minutes – Workshop

6. COUNCIL BUSINESS

- a. Liquor License Application – Romulo's Mexican Grill
- b. Central Avenue Construction Engineer Phase 1, 2, & 3 Approval
- c. WWTP Construction Engineering Approval
- d. Resolution 2017.13 – Sutherlin Sanitary Rates

7. REPORTS

- a. Bid Award for Central Avenue
- b. Lumber Company Campaign
- c. State Certification – Library

8. COUNCIL COMMENTS

9. PUBLIC COMMENT

[The purpose of citizen comment is to allow citizens to present information regarding items off the agenda. A time limit of three minutes per citizen shall apply.]

10. ADJOURN

Members of the audience who wish to address the Council will be invited to do so. Speakers must use the microphone stating their name and address prior to addressing the Council.



Call to Order & Flag Salute





ROLL CALL





Introduction Of Media





PUBLIC COMMENT

Agenda Items only





Consent Agenda



CITY OF SUTHERLIN
Regular City Council Meeting
Sutherlin Civic Auditorium
Monday, June 12, 2017 – 7:00pm

COUNCIL MEMBERS:

MAYOR: Tom Boggs, Wayne Luzier, Dennis Riggs, Forrest Stone, Travis Tomlinson, Seth Vincent
Todd McKnight

CITY STAFF: City Manager, Jerry Gillham
City Recorder, Debbie Hamilton
Deputy City Recorder, Diane Harris
Finance Director, Dan Wilson
Community Development Director, Brian Elliott
Public Works Superintendent, Aaron Swan
Public Safety Director, Kirk Sanfilippo
Deputy Fire Chief, Avery Hazzard
City Attorney, Chad Jacobs (via Skype)

Audience: Brandi Whelchel, Tami Trowbridge, Terry Prestianni, Jean Galleher, Joe Groussman, Sharon Troxel, Michael Weil, Kristi Caviness, Amanda Friesen, Pam Semas, Beth & Jim Houseman, Adam Heberly

Meeting called to order by Mayor McKnight at 7:00pm.

Flag Salute:

Roll Call: All present

Introduction of Media: None

PUBLIC COMMENT (agenda items only)

- Resident, Jean Galleher – As a citizen rather than library volunteer would like to speak on proposed Intergovernmental Agreement (IGA) with Sutherlin School District. Is very supportive of the IGA, hopes both parties are comfortable with arrangement stated in Section 2) C. regarding the district's responsibilities concerning general supervision. Galleher voiced appreciation for the district's role in the partnership.
- Resident, Sharon Troxel, expressed appreciation to the City, Volunteers, School District, and Friends of the Library for keeping the library open and "afloat".

CONSENT AGENDA

- **May 8, 2017 Minutes – Regular Meeting**
- **May 22, 2017 Minutes – Workshop**
- **Special Events Liquor Waiver – Music Off Central**

MOTION made by Councilor Luzier to approve Consent Agenda; second by Councilor Boggs.

In Favor: Councilors Luzier, Riggs, Vincent, Stone, Boggs, Tomlinson and Mayor McKnight

Opposed: None

Motion carried unanimously.

PUBLIC HEARING

- **Sutherlin Oakland Enterprise Zone Boundary Change**

Mayor McKnight opened the Public Hearing – Enterprise Zone Boundary Change at 7:07pm.

Staff Report – Community Development Director, Brian Elliott, explained Public Hearing's purpose and the opportunities and benefits it could provide to the community.

Mayor McKnight asked if any Council member had ex parte contact, conflicts of interest or any bias to declare. None voiced.

Mayor McKnight called for public comment. None received.
Mayor McKnight closed the public hearing at 7:09pm.

COUNCIL BUSINESS

- **Resolution 2017.09 – Oregon Transportation Infrastructure Bank (OTIB) Loan**

Staff Report – City Manager, Jerry Gillham – This is one of seven agenda items that will have a profound positive impact to the community. Asking Council to approve the resolution authorizing the OTIB Loan for \$505,000 at the rate of 1.61% interest [discussed at previous meetings].

MOTION made by Councilor Luzier to approve Resolution 2017.09 – OTIB Loan for \$505,000 as presented; second by Councilor Vincent.

Discussion: Councilor Riggs provided a sample letter for Council/Staff to review asking timber companies for donations, rather than borrowing money for the project. *City Manager explained issues regarding timeframe involving the loan and receiving the donations. Is willing to give it a shot, but suggests moving forward with loan approval, if any monies are donated could then pay down the loan.*

Councilor Tomlinson agreed it would be a definite plus; however project does need to get started.

Councilor Stone questioned project costs being locked in if not paving until next year? *City Manager – Depends on bids, there may be a company that could do the entire project this year. Project Engineer, Adam Heberly, explained contract provisions regarding costs and processes involved.*

Councilor Stone – Why is the extra \$5,000 added to the loan amount? *Gillham – OTIB requires the one-time processing fee be part of the loan.* When does City receive State Gas Tax revenue? *Finance Director, Dan Wilson – Every month.* Loan agreement states the money is strictly for the project. *Gillham – Yes, for entire Central Avenue Transportation & Maintenance Project.* Could it be spent on the downtown beautification? *Yes.* It can't buy tools and equipment. *Correct, cannot be spent on physical assets such as equipment as identified in the contract.*

Councilor Tomlinson – Understood spending the entire \$500,000 wasn't intended, but was to cover overages in the project. *Gillham – Cost has been estimated at \$500,000, if less, we would return it back.*

Councilor Stone – When is the first payment due? *Wilson – First installment is in 2018.*

In Favor: Councilors Luzier, Riggs, Vincent, Stone, Boggs, Tomlinson, and Mayor McKnight

Opposed: None

Motion carried unanimously.

- **Central Avenue Engineering Sub-Contracts**

Staff Report – Gillham provided a summarized history of the Central Avenue Repair and Transformation (CART) project, outlining the six construction sections. Council has been asked to approve the engineering contracts for Tasks #1, 2, and 3.

MOTION made by Councilor Luzier to approve Engineering Services Task Order #1 for Central Ave. for N. State St. to (approx.) Emerald St. for \$55,218 as presented; second by Councilor Tomlinson.

Discussion: Councilor Stone asked Heberly if he has been paid for his services yet. *Heberly – Have not been paid yet.* Council has not authorized this or known about it. *Gillham – Seeking Council authorization tonight; Council has been informed from the beginning that Heberly has been engineering this project. Gillham stressed everything Staff has done has been voted on and/or authorized by Council. This has been part of Council's priorities and discussed extensively.*

Councilor Stone voiced concerns regarding timeframes, project's negative affect on downtown businesses, and number of projects added to the initial project. *Gillham disagreed strongly stating he didn't create these projects, they presented themselves and were discussed during Council meetings. Council made the decision to move forward, giving Staff direction. Rather than turning it into a negative, this is incredibly positive for this community, forever changing the landscape to economic prosperity.*

Councilor Stone concerned that City is so far in debt and now is borrowing another \$500,000. *Gillham – The only City money being spent is for the OTIB Loan, the rest is all from other people [ODOT & County].* How are we tracking the money? *That is what we have Staff for.* What if the bids come in high? *Heberly explained Staff would evaluate the project and provide options for Council to consider. In terms of being biddable, one of the smarter moves is to extend the project date from this summer until next spring, resulting in a savings of approximately \$400,000 to \$500,000 for the City.*

Councilor Boggs reiterated that Council has been informed and given approval as the project grew.

In Favor: Councilors Luzier, Riggs, Vincent, Stone, Boggs, Tomlinson, and Mayor McKnight
Opposed: None
Motion carried unanimously.

MOTION made by Councilor Tomlinson to approve Engineering Services Task Order #2 for Central Ave. for Calapooia to State St. for \$67,375.80 as presented; second by Councilor Luzier.

Discussion: None

In Favor: Councilors Luzier, Riggs, Vincent, Stone, Boggs, Tomlinson, and Mayor McKnight
Opposed: None
Motion carried unanimously.

MOTION made by Councilor Luzier to approve Engineering Services Task Order #3 for Central Ave. – Overlay, ADA Curb Ramp & Drainage Upgrades for \$74,578 as presented; second by Councilor Vincent.

Discussion: Councilor Boggs – Why is there a difference in surveyor’s fees throughout town. ***Heberly – It is determined by what is involved and needed in each block. He added they were able to input some new data into Dyer Partnership’s previous survey, saving the City approximately \$20,000.***

Councilor Stone questioned if some sections were engineered twice. ***Heberly clarified stating there has been no overlapping of engineering.***

In Favor: Councilors Luzier, Riggs, Vincent, Stone, Boggs, Tomlinson, and Mayor McKnight
Opposed: None
Motion carried unanimously.

- **City of Sutherlin & ODOT Intergovernmental Agreement (IGA) – Central Avenue**

Staff Report – Elliott explained this project has escalated into a phenomenal project; ODOT is now extending it from Church Road to Comstock. Staff’s recommends approving the IGA in the amount of \$500,000. This will be their project, inside of ours.

MOTION made by Councilor Vincent to approve Intergovernmental Agreement between City of Sutherlin & Oregon Department of Transportation in the amount of \$500,000 for Central Avenue Project as presented; second by Councilor Tomlinson.

Discussion: Councilor Stone asked for clarification regarding liability as mentioned in the contract. ***Elliott – Provided clarification, in addition explained it is for a grind and inlay and will address ADA standards.*** What did they say about the crosswalk [Comstock/Central]? ***This is still open for discussion, the crosswalk is considered an “enhancement” rather than maintenance; therefore, is a separate fund. In order to move forward City would have to agree to participate.***

Councilor Stone would like to have a flashing light at the crosswalk for safer pedestrian/kids crossing; ODOT would like to split the cost with the City. ***Heberly – The cost would be less than \$40,000.***

Gillham – We have agreed to work with ODOT. Recently they received a letter from someone representing the City asking to include this flashing light in the project. City Staff did not contact them and wasn’t aware of this, but the idea did make sense.

Councilor Stone – Confirmed he contacted them [ODOT] as a citizen; adding the wording in the email wasn’t correct.

Councilor Stone asked if the proposed “right-turn lane” [Dovetail Lane] needs to be done first. ***Elliott – IGA with ODOT has been signed for the turn lane. This is ODOT’s project and scheduled for completion around May 2018.***

In Favor: Councilors Luzier, Riggs, Vincent, Stone, Boggs, Tomlinson, and Mayor McKnight
Opposed: None
Motion carried unanimously.

- **Resolution 2017.10 – Sutherlin Oakland Enterprise Zone Boundary Change**

Staff Report – Elliott – Required Public Hearing has taken place, asking for Council to approve Resolution 2017.10 Sutherlin Oakland EZ Boundary Change.

MOTION made by Councilor Luzier to approve Resolution 2017.10 – Sutherlin Oakland Enterprise Zone (EZ) Boundary Change as presented; second by Councilor Riggs.

Discussion: Councilor Stone – What is the benefit since it's not in Sutherlin? *Elliott – It could benefit the county and City, we are all in this together. A development would create jobs for the area, therefore boosting the economy.* We have hundreds of acres already. *Maybe this potential site is the one; understand water and sewer is already to the property.* Councilor Stone questioned the boundary change, City already has EZ's.

CCD Business Development Corporation Representative, Brandi Whelchel, explained Sutherlin and Oakland are “zone sponsors” for the EZ, therefore any amendments need approval. There is a party interested in this piece of property.

In Favor: Councilors Luzier, Riggs, Vincent, Stone, Boggs, Tomlinson, and Mayor McKnight

Opposed: None

Motion carried unanimously.

- **Resolution 2017.11 – Budget Appropriations Adjustment**

Staff Report – Finance Director, Dan Wilson – Summarized the Staff report and resolution.

MOTION made by Councilor Luzier to approve Resolution 2017.11 – Budget Appropriations Adjustment as presented; second by Councilor Boggs.

Discussion: Councilor Stone questioned why the adjustment wasn't brought to Council during budget adoption. *Wilson – Numbers where included in year-end projections, waited until it was close to end of fiscal year rather than come back with another adjustment.* What is the \$28,500 for [Tourism-Motel Tax Fund]? *That is for Debt Service expenditures approved by Council for Central Park Playground, due to an oversight, it was not included as a budget adjustment until now.*

In Favor: Councilors Luzier, Riggs, Vincent, Boggs, Tomlinson, and Mayor McKnight

Opposed: Councilor Stone.

Motion carried.

- **Resolution 2017.12 – Supplemental Budget Adjustment**

Staff Report – Wilson – Main Street Program Fund will be closed out at end of this fiscal year, residual funds mainly from interest, have come in. Adjustment (\$60) will allow for the transfer to close the fund.

MOTION made by Councilor Stone to approve Resolution 2017.12 – Supplemental Budget Adjustment as presented; second by Councilor Luzier.

Discussion: None

In Favor: Councilors Luzier, Riggs, Vincent, Stone, Boggs, Tomlinson, and Mayor McKnight

Opposed: None

Motion carried unanimously.

- **City of Sutherlin & Sutherlin School District Intergovernmental Agreement (IGA) – Sutherlin Library**

Staff Report – Gillham – Summarized the IGA and provided clarification regarding Galleher's questions during public comment. City is moving forward with an IGA with the County, giving Sutherlin Library the authority to check out books. If agreed upon by all stakeholders, school district's data system for checking books out may be used. Gillham spoke of the positive partnership and importance of this agreement. Our City Attorney is moving forward with the State Certification process for the library.

MOTION made by Councilor Luzier to approve Intergovernmental Agreement between City of Sutherlin and Sutherlin School District for the Sutherlin Library and acknowledging City's approval for the District to use a portion of the library and outlining legal responsibilities to both parties as presented; second by Councilor Tomlinson.

Discussion: Councilor Luzier – Would like to compliment all involved for doing such a great job.

Prestianni reported on the districts participation with the library providing benefits for the community and student involvement.

Councilor Stone asked for clarification Section 2) B. of IGA regarding student internet access. *Prestianni – There will be two internet service lines because of high data requirements. There are also different liabilities regarding the school and public's internet service. Both can be used.*

In Favor: Councilors Luzier, Riggs, Vincent, Stone, Boggs, Tomlinson, and Mayor McKnight

Opposed: None

Motion carried unanimously.

- **Street Light Purchase Approval**

Staff Report – Elliott – City received three separate quotes for downtown street light replacement; Platt Electric was the lowest for \$68,250. Design for the light was selected by SDDI, Chamber of Commerce, and City Staff members.

MOTION made by Councilor Tomlinson to approve purchase of 25 Street Lights from Platt Electric for \$68,250 as presented; second by Councilor Luzier.

Discussion: Councilor Stone – What is the maintenance cost for these, such as if a bulb gets broke, or light is damaged, how replaceable will they be in the future? ***They are replaceable; the lights are \$2,700 each; the company that produces these is a 75-year family owned business in Eugene.*** Are we buying an extra one if one gets damaged? ***We can if directed to do so.***

Councilor Vincent – Most commercial lights are produced for a very long time, with generally a 20-30 year coating that won't rust or tarnish.

Councilor Boggs – How far down the street will the lights span? ***Basically from Front to Umpqua Street.***

In Favor: Councilors Luzier, Riggs, Vincent, Stone, Boggs, Tomlinson, and Mayor McKnight

Opposed: None

Motion carried unanimously.

- **Splash Pad Equipment Purchase Approval**

Staff Report – Elliott – In August 2016 Council approved playground equipment purchase for Central Park. Part of that improvement is a 1,000 sq. ft. Splash Pad. Have worked with three different firms and negotiated a price with Rain Drop Products, LLC, a Government Procurement Company. City has received a discount of 30% on the equipment.

MOTION made by Councilor Vincent to approve purchase of Splash Pad equipment from Rain Drops Products for \$57,060 as presented; second by Councilor Tomlinson.

Discussion: Councilor Luzier – What is the timeframe for completion? ***Public Works Superintendent, Aaron Swan – Around middle of July.***

Councilor Stone – What is the cost for installation? ***\$22,500.*** That is the total budgeted price? ***Correct.***

In Favor: Councilors Luzier, Riggs, Vincent, Stone, Boggs, Tomlinson, and Mayor McKnight

Opposed: None

Motion carried unanimously.

CITY COUNCIL COMMENTS

Councilor Boggs –

- None

Councilor Tomlinson –

- None

Councilor Luzier –

- Complimented Library and all involved for what they have done, it's great!

Councilor Riggs –

- Council approved the OTIB Loan; suggestion was to contact timber industry to help fund street improvement projects. ***Gillham – Staff could do a letter writing campaign per Council's direction.***

Mayor McKnight suggested adding it to a future agenda for further discussion. ***We can do that.***

Councilor Vincent –

- Complimented City Staff for all their hard work, dedication, and moving projects forward in a rapid pace. Excellent job, thank you very much.

Councilor Stone –

- 6,000 ft. of curb and gutter is stated for paving project that just went out to bid, where is that? ***Heberly – Majority is from Front St. to Central Park.*** That is for the "bulb-ins"? ***Yes.*** 1,700 ft. of storm drain is also stated, is that on east end of town? ***That will be mainly on the west end of***

town. What size pipe? **Mostly 12-inch**. Stone thanked Heberly for engineering the project, he gets frustrated sometimes on how things are done, but knows this is going to help our City.

Mayor McKnight –

- Would also like to compliment Staff; this agenda gives the public an idea on how much work they have been doing and are definitely making progress.
- Would also like to thank Director of Public Safety, Kirk Sanfilippo, for diffusing and taking care of a citizen complaint that happened over the weekend. City Manager also followed up on Monday to make sure it was handled.

PUBLIC COMMENT –

- Chamber President, Tami Trowbridge – Complimented library group and partnership. To see the community work together like this makes me so appreciative of these volunteers. This will impact the community for years to come.

Mayor McKnight – District Superintendent, Prestianni, has even met with them during the weekend, everyone has worked hard to make this happen; their joint commitment is very much appreciated.

Councilor Boggs thanked the Chamber for their recent Wine & Beer walk event.

With no further discussions, Mayor McKnight announced Council will take a 5-minute break before going into Executive Session ORS 192.660(2) (i) – Performance Evaluations of Public Officers and Employees. Council will come back into regular session for a possible decision and adjournment of regular meeting.

Executive Session called to order at 8:31pm.

Executive Session adjourned at 9:00pm.

Mayor McKnight announced Council is back in regular session at 9:01pm.

ADJOURNMENT –

With no further business meeting adjourned at 9:01pm.

Approved:

Jerry Gillham, City Manager

Respectfully submitted by,

Diane Harris, Deputy City Recorder

Todd McKnight, Mayor

CITY OF SUTHERLIN
City Council Workshop Meeting
Sutherlin Civic Auditorium
Monday, June 26, 2017 – 7:00pm

COUNCIL MEMBERS:

MAYOR: Tom Boggs, Wayne Luzier, Dennis Riggs, Forrest Stone, Travis Tomlinson, Seth Vincent
Todd McKnight

CITY STAFF: City Recorder, Debbie Hamilton
Deputy City Recorder, Diane Harris
Finance Director, Dan Wilson
Public Works Superintendent, Aaron Swan
Community Development Director, Brian Elliott
Public Safety Director, Kirk Sanfilippo
Deputy Fire Chief, Avery Hazzard
Deputy Fire Chief, Dan McCormick
City Attorney, Chad Jacobs (via Skype)

Audience: Steven Gerber, Tami Trowbridge, Avery Hazzard, Wayne & Michelle Ellsworth, Heidi Barry, Tadd Held, Gary Dagel, Grant Fahey, Pat Fahey, Allison Green, Jim & Beth Houseman, Jesse Chovinard, Pamela Semas, Kristi Caviness, Brian Burke, Gary Fugate

Meeting called to order by Council President, Wayne Luzier at 7:00pm.

Flag Salute:

Roll Call: Excused – Mayor McKnight

Media: None

Council President Luzier reported there will be a public comment period at the end of the meeting.

COUNCIL BUSINESS

• **Public Safety Department Vehicle Purchase**

Staff Report – Public Safety Director, Kirk Sanfilippo – Four police vehicles were approved during the budget process. State bid price for 3 vehicles, fully outfitted, is \$45,491 each, remaining vehicle will be \$43,590 (without light bar); total cost \$180,063.

MOTION made by Councilor Boggs to approve purchase of four police vehicles as presented; second by Councilor Stone.

Discussion: Councilor Riggs – Can the current vehicle equipment be reused on the new vehicles to provide a cost savings? *Chief Sanfilippo explained differences in car models and age of the equipment, therefore unable to reuse the equipment.*

Councilor Vincent – Will vehicles stay with City's current look – black car/white door? *Cars will be all black; there is an additional \$1,000 per car to paint the doors white.*

Councilor Stone – Will they be 2017 or 2018 models? *Depends on availability at time of order.*

Councilor Vincent – How do the officers like the "Interceptor" model? *Feedback is totally positive.*

Councilor Riggs – Will we be looking at purchasing 4 new cars, 5-years from now? *Sanfilippo explained the process/criteria regarding car replacement and past practices. Will try to phase the future purchases to 2, rather than 4 at once.*

Councilor Riggs spoke in concern about all of the costs associated with the numerous projects City involved is with. *Money is put into a reserve each year in anticipation of vehicle replacement.*

In Favor: Councilors Riggs, Vincent, Stone, Boggs, Tomlinson, & Council President Luzier

Opposed: None

Motion carried unanimously.

- **Charter Franchise Agreement Approval**

Staff Report – Finance Director, Dan Wilson – Franchise agreement is basically the same, revenue rate will stay at 5%, agreement has changed from a 15 to 10-year term.

Wilson introduced Charter representative, Steven Gerber, who is available to answer any questions.

MOTION made by Councilor Riggs to approve Charter Franchise agreement as presented; second by Councilor Vincent.

Discussion: Council President Luzier – Why has it changed to 10-year term? *Its standard practice, there are so many changes in technology on both sides, can evaluate more frequently.*

Councilor Tomlinson – What is the annual revenue? *Last year's revenue was a little over \$60,000.*

Councilor Stone – When is it audited? *Gerber – Every 3 years. Wilson – All of the franchise agreements are up for audit upon City's request.*

In Favor: Councilors Riggs, Vincent, Stone, Boggs, Tomlinson, and Council President Luzier

Opposed: None

Motion carried unanimously.

AGENDA CONFIRMATION

- **July 10, 2017 Agenda**

Wilson – Agenda is in Council's packet, will take any questions or comments.

Councilor Riggs reminded Council and Staff a letter writing campaign to lumber companies was suggested at the last meeting, would like to move forward with that.

COUNCIL PRIORITY PROGRESS REPORT

- None

COUNCIL COMMENTS

Councilor Boggs –

- None

Councilor Luzier –

- None

Councilor Riggs –

- None

Councilor Vincent –

- None

Councilor Stone –

- Any updates on asphalt repair [Central Avenue Force Main site]? *Public Works Superintendent, Aaron Swan – A standard grind and asphalt replacement is scheduled for later this week.*

WORKSHOP

- **Sutherlin Sanitary Service Update**

Sutherlin Sanitary Service owner, Pat Fahey, provided proposed changes including new curbside 65-gallon recycle carts. DEQ's (Department of Environmental Quality) recycling regulations was explained. A history was provided regarding processes used, requirements (DEQ), and costs associated. Council approval is required for new rates associated with the changes. Fahey stated if approved at the next meeting, implementation can take place late September/early October. Fahey reported an offer has been made on property for a future transfer station in Sutherlin. Discussion continued on the recycling program.

Questions:

- What do you classify as the "recycles"; Paper, cardboard, and glass? *Yes, plastics, metals (tin cans), however glass will not be included, but will be accepted at recycling depot on Calapooia.*

Garbage carts for downtown, donated by Sutherlin Sanitary, have been ordered and will be delivered in about 6 weeks.

- **Fire Department Discussion**

Sanfilippo reported plans are to have a self-sustaining Fire Department with a Fire Chief on Staff. Police Chief will oversee the Police Department, rather than as a Director of Public Safety overseeing both

departments. Would like to hear Council's input on what they would like to see in a Fire Chief before starting the recruitment process.

Sanfilippo stated Mayor McKnight provided input earlier today:

- Community oriented.
- Experience with recruiting volunteers.
- Embraces concept of working with both paid staff and volunteers.
- Will associate with all local departments, attend Fire Chief's meetings, and build relationships with other departments.
- Works well with City Department Heads as City team rather than Fire Department only.
- To not forget Police Officers and Public Works teams are all part of a larger team.
- Invested in the community.

Council input:

- Personable, approachable, and flexible.
- DPSST (Department of Public Safety Standards and Training) minimum standards and certifications.
- High education and leadership certifications.
- What is the time frame for the hiring process? *Is up to the City Manager, however have suggested recruitment process start by the second week in July.*
- Looking for someone flexible.
- Willing to accept change and able to be transformational.

Council President Luzier suggested if Councilors need more time for input to contact Sanfilippo by the end of the week.

- Have volunteers been asked for their input? *Not yet, that will be part of the next process.*

Councilor Tomlinson questioned the monthly stat reports Council was supposed to receive on the cross-trained volunteers (who shows up on calls, cost to the city, etc.), would like to request those numbers. *Sanfilippo stated his understanding was this was to be a 6-month report and scheduled it on his calendar accordingly, after the executive session in which it was discussed. A meeting with Staff has been scheduled for July 7th to lay out the report's format, and available for review in August (6-month mark).* Discussion continued regarding the report. Council President Luzier suggested verifying the 6-month understanding and wait until after the July 7th meeting before making any further decisions.

REPORTS

• 14" Sanitary Sewer Forcemain

Community Development Director, Brian Elliott – The MAO (Mutual Agreement Order) with DEQ addressing Sanitary Sewer Overflows (SSO) that is caused by high weather events was in place. The 14" Force Main for the Everett Avenue Lift Station to address the issue is complete and ahead of schedule. City received a letter from Dyer Partnership stating the installation was completed. City will now submit a letter to DEQ stating we have complied and met the MAO contract schedule with DEQ.

• Street Maintenance Project Discussion

Public Works Superintendent, Aaron Swan – Council directed Staff to present some side streets in need of repair using the (approx.) \$100,000 received from the recent sale of Ridge View property. Swan provided details on the conditions of the following streets and repairs needed:

- East Fourth Avenue between Crown Point and Casa De Loma.
- Mardonna Way – starting at intersection of Mardonna and E Fourth, heading north.
- W First Avenue, just off State Street.

Questions:

- Is goal to do all three projects? *Yes, sent out for 3 bids, highest bid was approximately \$73,400 from Knife River Construction, Guido Construction's bid was less than half of Knife River's.*
- Do you have another project to add to that? *Yes, have 3 additional street sections that may work. Knife River is known for their quality; Guido may be a little bit more of a "wildcard". Since these are side-streets, suggestion is to go with Guido. Can stretch the dollar further with good results.*
- Who is going to be quality control? *Swan – I will be.*
- Are you looking for Council consensus? *Yes, would like to move ahead; will bring Council a package with actual totals before moving forward.*

- Would like to go with Guido, costs less and gives them a chance to show what they can do. A major street may bring a little concern, but side streets don't have an enormous amount of traffic.
- What fund did the Ridge View repair project initially come out of? ***Wilson confirmed Ridge View repairs came out of the Street Fund.***

Swan reported on the additional streets for Council to consider:

- E Sixth Avenue between State and Umpqua Street,
- Lower Umpqua Street,
- Upper Terrace Street.

If Council has other suggestions can contact him within the next week. Swan explained if there is money left over can put it towards pothole repair throughout the season.

- **Contract & Project Management System**

Elliott – Concerns about project's quality control was voiced at last Council meeting. Staff wants to ensure Council a lot of thought has been put into a Project Management Plan. Key personnel will have specific responsibilities; a 3-ring binder has been created for each project. The management system will allow each project to move forward smoothly and efficiently. Swan will be the City's representative for the projects, working along with City Engineer.

- **Construction Management Tasks #1, 2 & 3**

Elliott – Will be presenting three Central Avenue Construction contracts for Council to consider at the July 10th Council meeting. Fees will mirror the engineering fees presented at last Council meeting.

PUBLIC COMMENT

- Resident, Heidi Barry, shared an incident involving her 19-year old daughter earlier in the afternoon. Her daughter was attempting to cross Central Avenue at the crosswalk near the Post Office when a car went out of control and drove onto the sidewalk while trying to avoid running into the car in front of then and the pedestrian. Barry spoke of her concerns and Police Department's role in the mishap.
- Resident & business owner, Gary Dagel, provided an update on the newly formed Business Committee. A Facebook page "Sutherlin Business Registration Forum" has been created. Looking for input from as many area businesses as possible. Met with a lot of the City's Staff, received good input, and is very impressed with them.

Council President Luzier – What are your plans for moving forward? ***Would like to move forward after the Street Fair event, and schedule a committee meeting at the Sutherlin Community Center at some time for public to attend. Will be able to update Council after the meeting.***

ADJOURNMENT –

With no further business meeting adjourned at 8:12pm.

Approved: _____

Jerry Gillham, City Manager

Respectfully submitted by,

Diane Harris, Deputy City Recorder

Todd McKnight, Mayor



COUNCIL BUSINESS





City of Sutherlin

STAFF REPORT					
Re: Romulo's Mexican Grill Application 1484 W. Central Ave., Suite B, Sutherlin				Meeting Date: 07/10/2017	
Purpose:	Action Item <input checked="" type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only	Discussion <input type="checkbox"/>	Update <input type="checkbox"/>
Submitted By: Kirk M. Sanfilippo, Director of Public Safety and Gayla J. Holley, Public Safety Office Supervisor				City Manager Review <input type="checkbox"/>	
Attachments: N/A					

WHAT IS BEING ASKED OF COUNCIL?

Romulo's Mexican Grill LLC has made application, under the requirements of the Oregon Liquor Control Commission (OLCC), for a "Limited On-Premises Sales" of alcoholic beverages at 1484 W. Central Ave., Suite B. This request is the result of a new retail business within the City of Sutherlin. The individuals applying for the license are Allen Lopez-Maldonado and Brittany Sue Lopez.

EXPLANATION

The Department of Public Safety, Police Services has found no information that would be viewed as disqualifying by the Oregon Liquor Control Commission (OLCC).

OPTIONS

- 1) Provide OLCC a recommendation that this license be approved and granted for "Limited On-Premises Sales" to Romulo's Mexican Grill, Sutherlin with the listed owners shown as Allen Lopez-Maldonado and Brittany Sue Lopez.
- 2) Provide OLCC a recommendation that this license not be approved or granted for "Limited On-Premises Sales" to Romulo's Mexican Grill, Sutherlin with the listed owners shown as Allen Lopez-Maldonado and Brittany Sue Lopez.

SUGGESTED MOTION(S)

None



OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

RECEIVED

JUN 26 2017

BY: DA

Application is being made for:

LICENSE TYPES

- ☐ Full On-Premises Sales (\$402.60/yr)
- ☐ Commercial Establishment
- ☐ Caterer
- ☐ Passenger Carrier
- ☐ Other Public Location
- ☐ Private Club
- ☒ Limited On-Premises Sales (\$202.60/yr)
- ☐ Off-Premises Sales (\$100/yr)
- ☐ with Fuel Pumps
- ☐ Brewery Public House (\$252.60)
- ☐ Winery (\$250/yr)
- ☐ Other: _____

ACTIONS

- ☐ Change Ownership
- ☒ New Outlet
- ☐ Greater Privilege
- ☐ Additional Privilege
- ☐ Other _____

90-DAY AUTHORITY

☐ Check here if you are applying for a change of ownership at a business that has a current liquor license, or if you are applying for an Off-Premises Sales license and are requesting a 90-Day Temporary Authority

APPLYING AS:

- ☐ Limited Partnership ☐ Corporation ☒ Limited Liability Company ☐ Individuals

CITY AND COUNTY USE ONLY

Date application received: _____

The City Council or County Commission:

(name of city or county)

recommends that this license be:

☐ Granted ☐ Denied

By: _____
(signature) (date)

Name: _____

Title: _____

OLCC USE ONLY

Application Rec'd by: _____

Date: _____

90-day authority: ☐ Yes ☐ No

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]

① Romulos Mexican Grill LLC ③ _____

② _____ ④ _____

2. Trade Name (dba): Romulos Mexican Grill

3. Business Location: 1484 W Central Ave Sutherlin OR 97479
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: Po box 1106 Sutherlin OR 97479
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: 541 802-1004
(phone) (fax)

6. Is the business at this location currently licensed by OLCC? ☐ Yes ☒ No

7. If yes to whom: _____ Type of License: _____

8. Former Business Name: _____

9. Will you have a manager? ☒ Yes ☐ No Name: Brittany Lopez
(manager must fill out an Individual History form)

10. What is the local governing body where your business is located? _____
(name of city or county)

11. Contact person for this application: Allen Lopez 541 530 1312
(name) (phone number(s))
Po box 1106 Sutherlin OR _____
(address) (fax number) (e-mail address)

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

Applicant(s) Signature(s) and Date:

① _____ Date 6-22-17 ③ _____ Date _____

② _____ Date 6-22-17 ④ _____ Date _____



City of Sutherlin

STAFF REPORT					
Re: Central Avenue Engineering Construction Contract Approvals				Meeting Date:	7-10-2017
Purpose:	Action Item <input checked="" type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only <input type="checkbox"/>	Discussion <input type="checkbox"/>	Update <input type="checkbox"/>
Submitted By: : Brian Elliott, Community Development Director and Adam Heberly with Heberly Engineering				City Manager Review	<input checked="" type="checkbox"/>
Attachments:					

WHAT IS BEING ASKED OF COUNCIL?

To approve the attached Engineering Construction Contracts between the City of Sutherlin and Heberly Engineering for Phase 1, 2a and 3-4 of the Central Ave. Paving Improvement Project.

EXPLANATION

Approving the Engineering construction contracts are the next critical element to the Central Avenue Pavement Improvement Project. At this time we will discuss the Engineering Construction Services for the Central Avenue Pavement Improvement project phase 1, 2a and 3-4. To maintain consistency and management of the project, the proposed contracts will be outlined in the same format as the Central Avenue Engineering Design Contracts. Phase 1 Central Ave. from Comstock Rd. to Calapooia Rd. in the amount of \$74,869.00, Phase 2a Central Ave. from Calapooia Rd. to State St. in the amount of \$67,410.50 and Phase 3-4 Central Ave. from State St. to Emerald St. in the amount of \$55,242.00 for a total of \$197,521.50.

OPTIONS

Approve Phase 1 contract as presented in the amount of	\$74,869.00
Approve Phase 2a contract as presented in the amount of	\$67,410.50
Approve Phase 3-4 contract as presented in the amount of	<u>\$55,242.00</u>
Total= \$197,521.50	

Not approve Phase 1 contract as presented in the amount of	\$74,869.00
Not approve Phase 2a contract as presented in the amount of	\$67,410.50
Not approve Phase 3-4 contract as presented in the amount of	<u>\$55,242.00</u>
Total = \$197,242.50	

SUGGESTED MOTION(S)

Approve Phase 1 contract as presented in the amount of	\$74,869.00
Approve Phase 2a contract as presented in the amount of	\$67,410.50
Approve Phase 3-4 contract as presented in the amount of	<u>\$55,242.00</u>
Total= \$197,521.50	

*1298 Wolf Valley Dr.
Umpqua, Oregon 97486
Ph: (541) 391-4813
Cl: (541)-430-4540*

HEBERLYENGINEERING@GMAIL.COM

July 3, 2017

Brian Elliott
Community Development Director
City of Sutherlin
126 E. Central Ave.
Sutherlin OR 97479

**Subject: Construction Management Scope and Fee Central Ave. Inlay Comstock to Calapooia St.
Phase I**

Dear Mr. Elliott,

The purpose of this letter is to define the Construction Management & Inspection scope and fee for the Paving, ADA ramps storm drain along Central Ave. from Comstock to Calapooia St. Below you will find a task list and discussions of each major task. The duration of the services start form the time of bid opening until approximately next fall when construction is complete.

Project Management

Under the project management section of the attached fee you will find the following sub tasks seen below. The main critical items in this list are providing good coordination throughout the project between City of Sutherlin, Contractor and other stake holders through the construction phase of the project. Good coordination during the construction will be important for the success of the project.

Sub Tasks:

Project management
City/ODOT meetings & coordination
Weekly project meetings
Utility coordination
Contract change orders
Quantity documentation
Review of contractor test results

Survey

In this project there will be a need for construction staking of sidewalk replacement sections, inlets, storm drains, manholes, pipes, standard curb, curb & gutter and some minor basic information about ADA ramps. A full survey of all the break points of the ADA ramps is not anticipated, as we discussed in the design phase of the project the ADA ramps will be constructed by the contractor to field fit the ramps to the existing conditions.

Sub Tasks:

Construction Staking

Utility Coordination

This phase of the project has the potential of moderate amounts of utility coordination. At each intersection there are new pipes that will be installed to facilitate positive drainage with the new ADA ramp designs. Some of the pipes will be crossing existing and abandoned utilities that are beneath the ground and the potential of conflicts are present.

Construction Inspection

Under the construction inspection section you will find a sub task for general roadway where the installation of sidewalk replacement sections, inlets, storm drains, manholes, pipes, standard curb, curb & gutter and ADA ramps, striping will need to be inspected.

Sub Task:

General inspection

Signal inspection

Asbuilts

During construction any plan modifications will need to be incorporated into “Asbuilt” drawings of the project. Plans will be submitted for city/ODOT comments before final printing of the asbuilts on mylar and electronically.

Sub Task:

Asbuilts

Materials Testing

Under the construction plans and specs the materials testing is set up to be “Contractor Testing”, this is when the contractor selects and utilizes a materials testing firm to perform various materials testing such as base rock gradation testing and compaction, concrete testing, slump air entrainment, Asphalt gradation testing, oil content and compaction and other tests etc. Normally the City will not need to perform verification tests, however if the need comes up perhaps in some of the AC placement we would ask the city to reimburse us or the materials verification testing company separately for those costs. Currently we do not anticipate a need for this verification test and in many cases no verification testing is needed.

Fee

The fee for these services will be a time and materials not to exceed \$74,869.00 We would ask that Phase 1 Comstock to Calapooia, Phase 2b Street Scaping, Phase 3-4 State to Emerald, Phase 5 Emerald to City Limits (OTIB) all be lumped together as one not to exceed amount, so that if one phase is a little less in fees than the individual task order then those funds can be used on other phases of the project if they total more than the individual task order. Any additional services will be assessed at the 2017/2018 Bill Rates schedule and both you and I will discuss and agree upon any additional services to be performed prior to the service being carried out.

If you have any questions, please don't hesitate to call.
Sincerely,

Adam L Heberly, P.E.

Attachments: 2017 Bill Rates, Fee Estimate, Cc: Aaron Swan, Public Works

CONTRACT APPROVAL

The following person authorizes HEBERLY ENGINEERING to perform the work tasks associated with this project and assumes legal responsibility for the payment terms stated herein:

TERMS:

Future invoices are due within 30 days and a collectible late fee of 1.5% per month maybe charged on accounts 31 days and older. A collections agency may be utilized on accounts in arrears. We reserve the right to suspend and/or terminate our service relating to all unpaid amounts. Invoice disputes must be made in writing within 30 days from the date of the invoice or the debt will be assumed to be valid. Significant changes to the scope of work may require a new or amended contract, however any additions to the scope will be mutually agreed upon before any work is started. Agreements made via emails will be considered valid.

Approved by: _____

Printed Name: Jerry Gillham, City Manager

Date: _____

Billing Address (if different): _____

Phone: (541) 459-2856

Email address: b.elliott@ci.sutherlin.or.us

EXHIBIT "A": CITY OF SUTHERLIN AGREEMENT WITH HEBERLY ENGINEERING
Scope of Work and Cost Proposal for: Phase 1 Construction Management
Central Avenue Improvements (Central Ave. from Comstock Rd. to Calapooia Rd.),
ADA Curb Ramp & Drainage Upgrades

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Sutherlin, an Oregon municipal corporation (the "City"), and Heberly Engineering ("Contractor") as of July 10, 2017.

RECITALS

1. City desires to obtain the services of a professional engineer to accomplish the following:
 - a. Provide engineering construction management services to the City, and
 - b. Perform specific engineering work described in the attached: "**Exhibit A**", Phase 1 **Construction Management**.
2. Contractor is fully qualified by education and experience to provide said Services and desires to provide said Services.
3. It is the purpose of this Agreement to establish the services to be provided by Contractor and the compensation for such services.

AGREEMENT

1. **Engagement.** The City hereby engages Contractor to provide engineering services. Contractor shall provide the services to complete needed engineering services for: Central Avenue Improvements (Central Ave. from Comstock Rd. to Calapooia Rd.), ADA Curb Ramp & Drainage Upgrades as described in **Exhibit A**.
2. **Scope of Work.** Duties and responsibilities of Contractor and the City shall be as described in this Agreement and the submitted **Exhibit A** upon the time of requested service. The requested work as described in **Exhibit A** when submitted and authorized in writing by the City, will be performed on a time and expense basis using the standard fee schedule from Contractor attached as **Exhibit B**.
3. **Compensation.** The total compensation paid under this agreement as described individually in **Exhibit A**, shall not exceed **\$74,869.00**
4. **Duties and Responsibilities.** Contractor shall be expected to fulfill the following:
 - a. Provide engineering services as described in **Exhibit A**, to include a City-assigned Phase Number.
 - b. All other requests for assistance by the City shall be billed and paid according the following:
 - i. services will be provided at a per hour costs as represented in **Exhibit B**.
 - ii. Payment will be requested within 30 days of billing.
5. **Term.** This Agreement shall commence as of July 10, 2017, and shall continue until project is complete according the attached schedule, **Exhibit C**.
6. **Payment.**

6.1 City agrees to pay Contractor for and in consideration of the faithful performance of the requested services and Contractor agrees to accept from the City, as described in detail in **Exhibit D.**

6.2 Consultant shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed weekly/monthly report to the City. Following approval by the City Manager, billings shall be paid in full within forty-five (45) days of receipt thereof. The City shall notify Contractor of any disputed amount within thirty (30) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.

6.3 The City may suspend or withhold payments if Contractor fails to comply with requirements of this Agreement.

6.4 Contractor is engaged by the City as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor will not be entitled to any benefits that are provided by City to City employees.

6.5 Any provision of this Agreement that is held by a court to create an obligation that violates the debt limitation provision of Article XI, Section 9 of the Oregon Constitution will be void. The City's obligation to make payments under this Agreement is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565.

7. Indemnification.

7.1 Contractor and the officers, employees, and agents of Contractor are not agents of the City as those terms are used in ORS 30.265.

7.2 Contractor shall defend and indemnify City and its officers, employees, and agents from all claims for injury to any person or damage to property caused by the negligent acts, errors, and omission, or other wrongful acts of Contractor or officers, employees, or agents of Contractor (ORS 279B.230).

8. Workers' Compensation Coverage. Contractor is a "subject employer" as defined in ORS 656.005 and shall comply with ORS 656.017. Contractor warrants that all persons engaged in contract work and subject to the Oregon Worker's Compensation law are covered by a worker's compensation plan or insurance policy that fully complies with Oregon law. Contractor shall indemnify City for any liability incurred by City as a result of Contractor's breach of the warranty under this paragraph (ORS 279B.230).

9. Compliance with Law.

9.1 This Contract will be interpreted and construed in accordance with the laws of the State of Oregon.

9.2 Contractor shall comply with all applicable laws regardless of whether they are set forth verbatim in the Contract Documents including, but not limited to, ORS 279B.020, 279B.220, 279B.225, 279B.230, and 279B.235

9.3 Pursuant to ORS 279B.020 and 653.010 to ORS 653.261, no person will be employed for the Services for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it. Except for persons who are exempt from overtime pay, persons who perform the Services shall be paid at least time and a half pay for legal holidays specified in a

collective bargaining agreement or in ORS 279B.020 (1) (b) (A) (G) and for time worked in excess of 10 hours a day or in excess of 40 hours a week, whichever is greater.

9.4 Contractor shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of City in violation of ORS Chapter 244.

10. Notices. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

CITY:	City Manager City of Sutherlin 126 E. Central Ave. Sutherlin, OR 97479
CONTRACTOR:	Heberly Engineering 1298 Wolf Valley Dr. Umpqua, Oregon 97486 HEBERLYENGINEERING@GMAIL.COM

When so addressed, such notices, bills and payments shall be deemed given upon deposit in the United States mail, postage prepaid.

11. Standard of Care. Contractor shall comply with all applicable standards of professional care in the performance of the Services.

12. Responsibility for Others. Contractor shall be responsible to the City for Contractor's services. Contractor shall not be responsible for the acts or omissions of other parties engaged by the City.

13. Insurance. While this Agreement is in effect, Contractor shall maintain insurance coverage in the following minimum amounts: Contractor will maintain professional liability insurance insuring Contractor against errors or omissions in the amount and on the conditions below. In addition, Contractor shall obtain and maintain occurrence form commercial general liability and automobile liability insurance for the protection of Contractor, City, its Councilors, officers, agents and employees. Coverage shall include personal injury, bodily injury (including death) and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Contractor's provision of Services, with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) for each occurrence for bodily injury and property damage and not less than \$3,000,000 (three million dollars) in the aggregate. Each policy shall name as additional insured "the City of Sutherlin, Oregon, its officers, agents and employees" with respect to claims arising out of Contractor's work under this Agreement. Prior to commencement of any services under this Agreement, Contractor will furnish the City with evidence of insurance coverage and provisions as described above. Such policy or policies may not be canceled without a minimum of thirty (30) days prior written notice to the City. In the event Contractor fails to maintain insurance as required, the City will have the option, but will not have the obligation, to obtain such coverage with costs to be reimbursed by Contractor. The coverage provided by insurance required under this Agreement shall be primary, and any other insurance carried by City shall be excess.

14. Modification. Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

15. Waiver. A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

16. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the services described herein.

17. Governing Laws. This Agreement shall be governed by the laws of the State of Oregon. Venue shall be in the Circuit Court for Douglas County, Oregon. Consultant shall adhere to all applicable federal, state and local laws and rules in performance of this Agreement.

18. Succession. This Agreement shall inure to the benefit of, and shall be binding upon each of the parties hereto and such parties' partners, successors, executors, administrators, and assigns. This Agreement shall not be assigned without express written permission of the City.

19. Termination. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party. If the City terminates this Agreement, Contractor shall receive compensation for work actually performed up to the date of termination.

20. Effective Date. This Agreement shall be effective when signed by both parties.

21. No Third Party Rights. This Agreement shall not create any rights or benefits to parties other than the City and Contractor.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in duplicate originals by its duly authorized undersigned agents and Contractor has executed this Agreement on the date hereinabove first written.

AGREED this _____ day of _____, 2____

CITY OF SUTHERLIN

CONTRACTOR

By: _____
City Manager

By: _____
Heberly Engineering

Exhibit B

HEBERLY ENGINEERING

1298 Wolf Valley Dr.
Umpqua, Oregon 97486

Ph: (541) 391-4813

Cl: (541)-430-4540

Heberlyengineering@gmail.com

2017 BILL RATES

DESCRIPTION OF SERVICES PERFORMED	BILL RATE \$/HR
Senior Design Project Manager	135
Senior Design Project Engineer	120
Design Project Engineer	110
Senior Cad Tech	100
Cad Tech	90
Construction Consultant Project Manager	135
Senior Field Inspector/Asst. Project Manager	120
Field Inspector(Specialized ODOT Cert., i.e. Signals, Drilled Shafts)	115
Field Inspector(General)	100
Survey Technician	95
Project Admin Staff	70

Mileage Rate: \$ 0.535

Exhibit C

HEBERLY ENGINEERING
City of Sutherlin Central Avenue Improvements Project
Project Bid Schedule Update
Revised date: 7-5-17

Projected Scheduling Dates	Start	Completion	Duration (wk)	Comments
Lowest responsible bidder	6/28/2017			
City Council Meeting 7-10-17	7/10/2017			Preliminary discussions of project budget and scope
City Council Meeting 7-24-17	7/24/2017			Project scope, budget, and award decision
Notice of Intent to Award	7-25-17 ???			Protest period 7 day minimum
Award Protest Period (7 day min)	7-25-17 ???	8-1-17 ???	1	
Notice to Proceed	8-1-17 ???			
Start Construction	10/1/2017			
End of Construction	8/10/2017			Contract administration, asbuilts and final payment app. +2 Months after completion of project.

City Council Meetings

5/8/2017
 5/22/2017
 6/12/2017
 6/26/2017
7/10/2017
7/24/2017

ORS Notes

	Min	Max		
Bid Award Time Lines	Calendar days		Varibility (days)	
Bid advertisement length	5	21	16	
Lowest responsible bidder	1	1	???	Per ORS 279A.120(2)(b)
Accepting rejecting bids (max 30 days)	0	30	30	Zero to 30 days maximum
Notice of Intent to award	7	7	0	Protest period 7 day minimum
Execution of contract	0	10	10	Zero to 10 days to appear and execute contract with Public Works Bond and Payment Bond
Notice to Proceed	1	1	0	

EXHIBIT D

HEBERLY ENGINEERING
Construction Fee Estimate
City of Sutherlin Central Avenue Improvements Project
Comstock to Calapooya St. Phase 1
7/3/2017

7/3/2017									
	Construction Project Manager	Senior Field Inspector/Asst. Project Manager	Field Inspector (Specialized ODOT Cert., i.e. Signals, Drilled Shafts)	Field Inspector (General)	Survey Technician	Senior Cad Tech	Project Admin Staff	Sub Contracted	Remarks
Tasks	Hours per task								
Contract Administration	20								
Overall Project Management	20								
City Meetings & Coordination	40			40					
Weekly Project Meetings	15			20					
Utility Coordination	16	8							
Contract Change Orders	20			20					
Quantity Documentation	20			20					
Review of Contractor Test Results									
Sub Task	151	8	0	100	0	0	0	\$ -	
Survey									
Construction Staking								\$ 5,000.00	Hibbs Survey Inc. (Approx.)
Sub Task	0	0	0	0	0	0	0	\$ 5,000.00	
Construction Inspection									
General Roadway Inspection				335					
Electrical Inspection									
Sub Task	0	0	0	335	0	0	0	\$ -	
Asbuilts									
Asbuilts	6					40			
Sub Task	6	0	0	0	0	40	0	\$ -	
Sub Task	0	0	0	0	0	0	0	\$ -	
Sub Task	0	0	0	0	0	0	0	\$ -	
Sub Task	0	0	0	0	0	0	0	\$ -	
Sub Task	0	0	0	0	0	0	0	\$ -	
Sub Task	0	0	0	0	0	0	0	\$ -	
Sub Task	0	0	0	0	0	0	0	\$ -	
Sub Total:	157	8	0	435	0	40	0	\$ 5,000.00	
Rate:	\$135.00	\$120.00	\$115.00	\$100.00	\$95.00	\$100.00	\$70.00		
Sub Total:	\$21,195.00	\$960.00	\$0.00	\$43,500.00	\$0.00	\$4,000.00	\$0.00	\$5,000.00	
Misc. Expenses	Miles								
Mileage @ \$0.535	400	\$214.00							
Printing, Postage, & Misc.		\$0.00							
Sub Total:		\$214.00							
Total:		\$74,869.00							

*1298 Wolf Valley Dr.
Umpqua, Oregon 97486
Ph: (541) 391-4813
Cl: (541)-430-4540*

HEBERLYENGINEERING@GMAIL.COM

July 3, 2017

Brian Elliott
Community Development Director
City of Sutherlin
126 E. Central Ave.
Sutherlin OR 97479

Subject: Construction Management Scope and Fee Central Avenue Calapooia to State St. Phase 2a

Dear Mr. Elliott,

The purpose of this letter is to define the Construction Management & Inspection scope and fee for the Paving, ADA ramp storm drain, sidewalk replacements, and signal modification of Central Ave. Inlay Calapooia St. to State St. Below you will find a task list and discussions of each major task. The duration of the services start from the time of bid opening until approximately next fall when construction is complete.

Project Management

Under the project management section of the attached fee you will find the following sub tasks seen below. The main critical items in this list are providing good coordination throughout the project between City of Sutherlin, Contractor and other stake holders through the construction phase of the project. Good coordination during the construction will be important for the success of the project.

Sub Tasks:

Project management
City/ODOT meetings & coordination
Weekly project meetings
Utility coordination
Contract change orders
Quantity documentation
Review of contractor test results

Survey

In this project there will be a need for construction staking of sidewalk replacement sections, inlets, storm drains, manholes, pipes, standard curb, curb & gutter and some minor basic information about ADA ramps. A full survey of all the break points of the Calapooia and State ADA ramps is anticipated.

Sub Tasks:

Construction Staking

Utility Coordination

This phase of the project has the potential of moderate amounts of utility coordination. At each intersection there are new pipes that will be installed to facilitate positive drainage with the new ADA ramp designs. Some of the pipes will be crossing existing and abandoned utilities that are beneath the ground and the potential of conflicts are present.

Construction Inspection

Under the construction inspection section you will find a sub task for general roadway where the installation of sidewalk replacement sections, inlets, storm drains, manholes, pipes, standard curb, curb & gutter signal modification, electrical and ADA ramps, striping will need to be inspected.

Sub Task:

General inspection

Signal inspection

Asbuilts

During construction any plan modifications will need to be incorporated into "Asbuilt" drawings of the project. Plans will be submitted for city/county comments before final printing of the asbuilts on mylar and electronically.

Sub Task:

Asbuilts

Materials Testing

Under the construction plans and specs the materials testing is set up to be "Contractor Testing", this is when the contractor selects and utilizes a materials testing firm to perform various materials testing such as base rock gradation testing and compaction, concrete testing, slump air entrainment, Asphalt gradation testing, oil content and compaction and other tests etc. Normally the City will not need to perform verification tests, however if the need comes up perhaps in some of the AC placement we would ask the city to reimburse us or the materials verification testing company separately for those costs. Currently we do not anticipate a need for this verification test and in many cases no verification testing is needed.

Fee

The fee for these services will be a time and materials not to exceed \$67,410.50. Any additional services will be assessed at the 2017/2018 Bill Rates schedule and both you and I will discuss and agree upon any additional services to be performed prior to the service being carried out.

If you have any questions, please don't hesitate to call.

Sincerely,

Adam L Heberly, P.E.

Attachments: 2017 Bill Rates, Fee Estimate, Cc: Aaron Swan, Public Works

CONTRACT APPROVAL

The following person authorizes HEBERLY ENGINEERING to perform the work tasks associated with this project and assumes legal responsibility for the payment terms stated herein:

TERMS:

Future invoices are due within 30 days and a collectible late fee of 1.5% per month maybe charged on accounts 31 days and older. A collections agency may be utilized on accounts in arrears. We reserve the right to suspend and/or terminate our service relating to all unpaid amounts. Invoice disputes must be made in writing within 30 days from the date of the invoice or the debt will be assumed to be valid. Significant changes to the scope of work may require a new or amended contract, however any additions to the scope will be mutually agreed upon before any work is started. Agreements made via emails will be considered valid.

Approved by: _____

Printed Name: Jerry Gillham, City Manager

Date: _____

Billing Address (if different): _____

Phone: (541) 459-2856

Email address: b.elliott@ci.sutherlin.or.us

EXHIBIT "A": CITY OF SUTHERLIN AGREEMENT WITH HEBERLY ENGINEERING
Scope of Work and Cost Proposal for: Phase 2a Construction Management
Central Avenue Improvements (Central Ave. from Calapooia Rd. to State St.), DC Jurisdictional Swap

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Sutherlin, an Oregon municipal corporation (the "City"), and Heberly Engineering ("Contractor") as of July 10, 2017.

RECITALS

1. City desires to obtain the services of a professional engineer to accomplish the following:
 - a. Provide engineering construction management services to the City, and
 - b. Perform specific engineering work described in the attached: "**Exhibit A**", Phase #2a **Construction Management**.
2. Contractor is fully qualified by education and experience to provide said Services and desires to provide said Services.
3. It is the purpose of this Agreement to establish the services to be provided by Contractor and the compensation for such services.

AGREEMENT

1. **Engagement.** The City hereby engages Contractor to provide engineering services. Contractor shall provide the services to complete needed engineering services for: Central Avenue Improvements (Central Ave. from Calapooia Rd. to State St.), DC Jurisdictional Swap as described in **Exhibit A**.
2. **Scope of Work.** Duties and responsibilities of Contractor and the City shall be as described in this Agreement and the submitted **Exhibit A** upon the time of requested service. The requested work as described in **Exhibit A** when submitted and authorized in writing by the City, will be performed on a time and expense basis using the standard fee schedule from Contractor attached as **Exhibit B**.
3. **Compensation.** The total compensation paid under this agreement as described individually in **Exhibit A**, shall not exceed **\$67,410.50**.
4. **Duties and Responsibilities.** Contractor shall be expected to fulfill the following:
 - a. Provide engineering services as described in **Exhibit A**, to include a City-assigned Phase Number.
 - b. All other requests for assistance by the City shall be billed and paid according the following:
 - i. services will be provided at a per hour costs as represented in **Exhibit B**.
 - ii. Payment will be requested within 30 days of billing.
5. **Term.** This Agreement shall commence as of July 10, 2017, and shall continue until project is complete according the attached schedule, **Exhibit C**.
6. **Payment.**
 - 6.1 City agrees to pay Contractor for and in consideration of the faithful performance of the requested services and Contractor agrees to accept from the City, as described in detail in **Exhibit D**.

6.2 Consultant shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed weekly/monthly report to the City. Following approval by the City Manager, billings shall be paid in full within forty-five (45) days of receipt thereof. The City shall notify Contractor of any disputed amount within thirty (30) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.

6.3 The City may suspend or withhold payments if Contractor fails to comply with requirements of this Agreement.

6.4 Contractor is engaged by the City as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor will not be entitled to any benefits that are provided by City to City employees.

6.5 Any provision of this Agreement that is held by a court to create an obligation that violates the debt limitation provision of Article XI, Section 9 of the Oregon Constitution will be void. The City's obligation to make payments under this Agreement is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565.

7. Indemnification.

7.1 Contractor and the officers, employees, and agents of Contractor are not agents of the City as those terms are used in ORS 30.265.

7.2 Contractor shall defend and indemnify City and its officers, employees, and agents from all claims for injury to any person or damage to property caused by the negligent acts, errors, and omission, or other wrongful acts of Contractor or officers, employees, or agents of Contractor (ORS 279B.230).

8. Workers' Compensation Coverage. Contractor is a "subject employer" as defined in ORS 656.005 and shall comply with ORS 656.017. Contractor warrants that all persons engaged in contract work and subject to the Oregon Worker's Compensation law are covered by a worker's compensation plan or insurance policy that fully complies with Oregon law. Contractor shall indemnify City for any liability incurred by City as a result of Contractor's breach of the warranty under this paragraph (ORS 279B.230).

9. Compliance with Law.

9.1 This Contract will be interpreted and construed in accordance with the laws of the State of Oregon.

9.2 Contractor shall comply with all applicable laws regardless of whether they are set forth verbatim in the Contract Documents including, but not limited to, ORS 279B.020, 279B.220, 279B.225, 279B.230, and 279B.235

9.3 Pursuant to ORS 279B.020 and 653.010 to ORS 653.261, no person will be employed for the Services for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it. Except for persons who are exempt from overtime pay, persons who perform the Services shall be paid at least time and a half pay for legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1) (b) (A) (G) and for time worked in excess of 10 hours a day or in excess of 40 hours a week, whichever is greater.

9.4 Contractor shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of City in violation of ORS Chapter 244.

10. Notices. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

CITY:	City Manager City of Sutherlin 126 E. Central Ave. Sutherlin, OR 97479
CONTRACTOR:	Heberly Engineering 1298 Wolf Valley Dr. Umpqua, Oregon 97486 HEBERLYENGINEERING@GMAIL.COM

When so addressed, such notices, bills and payments shall be deemed given upon deposit in the United States mail, postage prepaid.

11. Standard of Care. Contractor shall comply with all applicable standards of professional care in the performance of the Services.

12. Responsibility for Others. Contractor shall be responsible to the City for Contractor's services. Contractor shall not be responsible for the acts or omissions of other parties engaged by the City.

13. Insurance. While this Agreement is in effect, Contractor shall maintain insurance coverage in the following minimum amounts: Contractor will maintain professional liability insurance insuring Contractor against errors or omissions in the amount and on the conditions below. In addition, Contractor shall obtain and maintain occurrence form commercial general liability and automobile liability insurance for the protection of Contractor, City, its Councilors, officers, agents and employees. Coverage shall include personal injury, bodily injury (including death) and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Contractor's provision of Services, with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) for each occurrence for bodily injury and property damage and not less than \$3,000,000 (three million dollars) in the aggregate. Each policy shall name as additional insured "the City of Sutherlin, Oregon, its officers, agents and employees" with respect to claims arising out of Contractor's work under this Agreement. Prior to commencement of any services under this Agreement, Contractor will furnish the City with evidence of insurance coverage and provisions as described above. Such policy or policies may not be canceled without a minimum of thirty (30) days prior written notice to the City. In the event Contractor fails to maintain insurance as required, the City will have the option, but will not have the obligation, to obtain such coverage with costs to be reimbursed by Contractor. The coverage provided by insurance required under this Agreement shall be primary, and any other insurance carried by City shall be excess.

14. Modification. Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

15. Waiver. A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

16. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the services described herein.

17. Governing Laws. This Agreement shall be governed by the laws of the State of Oregon. Venue shall be in the Circuit Court for Douglas County, Oregon. Consultant shall adhere to all applicable federal, state and local laws and rules in performance of this Agreement.

18. Succession. This Agreement shall inure to the benefit of, and shall be binding upon each of the parties hereto and such parties' partners, successors, executors, administrators, and assigns. This Agreement shall not be assigned without express written permission of the City.

19. Termination. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party. If the City terminates this Agreement, Contractor shall receive compensation for work actually performed up to the date of termination.

20. Effective Date. This Agreement shall be effective when signed by both parties.

21. No Third Party Rights. This Agreement shall not create any rights or benefits to parties other than the City and Contractor.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in duplicate originals by its duly authorized undersigned agents and Contractor has executed this Agreement on the date hereinabove first written.

AGREED this _____ day of _____, 2____

CITY OF SUTHERLIN

CONTRACTOR

By: _____
City Manager

By: _____
Heberly Engineering

Exhibit B

HEBERLY ENGINEERING

1298 Wolf Valley Dr.
Umpqua, Oregon 97486

Ph: (541) 391-4813

Cl: (541)-430-4540

Heberlyengineering@gmail.com

2017 BILL RATES

DESCRIPTION OF SERVICES PERFORMED	BILL RATE \$/HR
Senior Design Project Manager	135
Senior Design Project Engineer	120
Design Project Engineer	110
Senior Cad Tech	100
Cad Tech	90
Construction Consultant Project Manager	135
Senior Field Inspector/Asst. Project Manager	120
Field Inspector(Specialized ODOT Cert., i.e. Signals, Drilled Shafts)	115
Field Inspector(General)	100
Survey Technician	95
Project Admin Staff	70

Mileage Rate: \$ 0.535

Exhibit C

HEBERLY ENGINEERING
City of Sutherlin Central Avenue Improvements Project
Project Bid Schedule Update
Revised date: 7-5-17

Projected Scheduling Dates	Start	Completion	Duration (wk)	Comments
Lowest responsible bidder	6/28/2017			
City Council Meeting 7-10-17	7/10/2017			Preliminary discussions of project budget and scope
City Council Meeting 7-24-17	7/24/2017			Project scope, budget, and award decision
Notice of Intent to Award	7-25-17 ???			Protest period 7 day minimum
Award Protest Period (7 day min)	7-25-17 ???	8-1-17 ???	1	
Notice to Proceed	8-1-17 ???			
Start Construction	10/1/2017			
End of Construction	8/10/2017			Contract administration, asbuilts and final payment app. +2 Months after completion of project.

City Council Meetings

5/8/2017
 5/22/2017
 6/12/2017
 6/26/2017
7/10/2017
7/24/2017

ORS Notes

	Min	Max		
Bid Award Time Lines	Calendar days		Varibility (days)	
Bid advertisement length	5	21	16	
Lowest responsible bidder	1	1	???	Per ORS 279A.120(2)(b)
Accepting rejecting bids (max 30 days)	0	30	30	Zero to 30 days maximum
Notice of Intent to award	7	7	0	Protest period 7 day minimum
Execution of contract	0	10	10	Zero to 10 days to appear and execute contract with Public Works Bond and Payment Bond
Notice to Proceed	1	1	0	

EXHIBIT D

HEBERLY ENGINEERING
Construction Fee Estimate
City of Sutherlin Central Avenue Improvements Project
Calapool to State St. Phase 2a
7/3/2017

7/3/2017		Construction Project Manager	Senior Field Inspector/Asst. Project Manager	Field Inspector (Specialized ODOT Cert., i.e. Signals, Drilled Shafts)	Field Inspector (General)	Survey Technician	Senior Cad " Tech	Project Admin Staff	Sub Contracted	Remarks
Tasks		Hours per task								
Contract Administration										
Overall Project Management		16								
City Meetings & Coordination		16								
Weekly Project Meetings		20			16					
Utility Coordination		12			12					
Contract Change Orders		12	8							
Quantity Documentation		16			14					
Review of Contractor Test Results		16			12					
Sub Task		108	8	0	54	0	0	0	\$ -	
Survey										
Construction Staking									\$ 10,000.00	Hibbs Survey Inc. (Approx.)
Sub Task		0	0	0	0	0	0	0	\$ 10,000.00	
Construction Inspection										
General Roadway Inspection					200					
Signal & Electrical Inspection				100						
Sub Task		0	0	100	200	0	0	0	\$ -	
Asbultts										
Asbultts		6					40			
Sub Task		6	0	0	0	0	40	0	\$ -	
Sub Task		0	0	0	0	0	0	0	\$ -	
Sub Task		0	0	0	0	0	0	0	\$ -	
Sub Task		0	0	0	0	0	0	0	\$ -	
Sub Task		0	0	0	0	0	0	0	\$ -	
Sub Task		0	0	0	0	0	0	0	\$ -	
Sub Task		0	0	0	0	0	0	0	\$ -	
Sub Total:		114	8	100	254	0	40	0	\$ 10,000.00	
Rate:		\$135.00	\$120.00	\$115.00	\$100.00	\$95.00	\$100.00	\$70.00		
Sub Total:		\$15,390.00	\$960.00	\$11,500.00	\$25,400.00	\$0.00	\$4,000.00	\$0.00	\$10,000.00	
Misc. Expenses										
Mileage @ \$0.595		300	\$160.50							
Printing, Postage, & Misc.			\$0.00							
Sub Total:			\$160.50							
Total:			\$67,410.50							

*1298 Wolf Valley Dr.
Umpqua, Oregon 97486
Ph: (541) 391-4813
Cl: (541)-430-4540*

HEBERLYENGINEERING@GMAIL.COM

July 3, 2017

Brian Elliott
Community Development Director
City of Sutherlin
126 E. Central Ave.
Sutherlin OR 97479

Subject: Construction Management Scope and Fee State St. to Emerald St. Phase 3-4

Dear Mr. Elliott,

The purpose of this letter is to define the Construction Management & Inspection scope and fee for the Paving, ADA ramps of Central Ave. Inlay Comstock to Calapooia St. Below you will find a task list and discussions of each major task. The duration of the services start from the time of bid opening until approximately next fall when construction is complete.

Project Management

Under the project management section of the attached fee you will find the following sub tasks seen below. The main critical items in this list are providing good coordination throughout the project between City of Sutherlin, Contractor and other stake holders through the construction phase of the project. Good coordination during the construction will be important for the success of the project.

Sub Tasks:

Project management
City/ODOT meetings & coordination
Weekly project meetings
Utility coordination
Contract change orders
Quantity documentation
Review of contractor test results

Survey

In this project there will be a very minimal need for construction staking that mainly will consist of marking approximate construction limits with a spray paint. A full survey of all the break points of the ADA ramps is not anticipated, as we discussed in the design phase of the project the ADA ramps will be constructed by the contractor to field fit the ramps to the existing conditions.

Sub Tasks:

Construction Staking

Utility Coordination

This phase of the project has the potential of minor amounts of utility coordination. At one intersection there is one new pipe. Some of the pipes will be crossing existing and abandoned utilities that are beneath the ground and the potential of conflicts are present.

Construction Inspection

Under the construction inspection section you will find a sub task for general roadway where the installation of sidewalk, inlets, storm drains, manholes, pipes, standard curb, curb & gutter and ADA ramps, and striping will need to be inspected.

Sub Task:

General inspection

Signal inspection

Asbuilts

During construction any plan modifications will need to be incorporated into “Asbuilt” drawings of the project. Plans will be submitted for city/ODOT comments before final printing of the asbuilts on mylar and electronically.

Sub Task:

Asbuilts

Materials Testing

Under the construction plans and specs the materials testing is set up to be “Contractor Testing”, this is when the contractor selects and utilizes a materials testing firm to perform various materials testing such as base rock gradation testing and compaction, concrete testing, slump air entrainment, Asphalt gradation testing, oil content and compaction and other tests etc. Normally the City will not need to perform verification tests, however if the need comes up perhaps in some of the AC placement we would ask the city to reimburse us or the materials verification testing company separately for those costs. Currently we do not anticipate a need for this verification test and in many cases no verification testing is needed.

Fee

The fee for these services will be a time and materials not to exceed \$55,242.00. We would ask that Phase 1 Comstock to Calapooia, Phase 2b Street Scaping, Phase 3-4 State to Emerald, Phase 5 Emerald to City Limits (OTIB) all be lumped together as one not to exceed amount, so that if one phase is a little less in fees than the individual task order then those funds can be used on other phases of the project if they total more than the individual task order. Any additional services will be assessed at the 2017/2018 Bill Rates schedule and both you and I will discuss and agree upon any additional services to be performed prior to the service being carried out.

If you have any questions, please don't hesitate to call.

Sincerely,

Adam L Heberly, P.E.

Attachments: 2017 Bill Rates, Fee Estimate, Cc: Aaron Swan, Public Works

CONTRACT APPROVAL

The following person authorizes HEBERLY ENGINEERING to perform the work tasks associated with this project and assumes legal responsibility for the payment terms stated herein:

TERMS:

Future invoices are due within 30 days and a collectible late fee of 1.5% per month maybe charged on accounts 31 days and older. A collections agency may be utilized on accounts in arrears. We reserve the right to suspend and/or terminate our service relating to all unpaid amounts. Invoice disputes must be made in writing within 30 days from the date of the invoice or the debt will be assumed to be valid. Significant changes to the scope of work may require a new or amended contract, however any additions to the scope will be mutually agreed upon before any work is started. Agreements made via emails will be considered valid.

Approved by: _____

Printed Name: Jerry Gillham, City Manager

Date: _____

Billing Address (if different): _____

Phone: (541) 459-2856

Email address: b.elliott@ci.sutherlin.or.us

EXHIBIT "A": CITY OF SUTHERLIN AGREEMENT WITH HEBERLY ENGINEERING
Scope of Work and Cost Proposal for: Phase 3 & 4 Construction Management
Central Avenue Improvements (Central Ave. from State St. to Approximately Emerald St.), ADA Curb Ramp

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Sutherlin, an Oregon municipal corporation (the "City"), and Heberly Engineering ("Contractor") as of July 10, 2017.

RECITALS

1. City desires to obtain the services of a professional engineer to accomplish the following:
 - a. Provide engineering construction management services to the City, and
 - b. Perform specific engineering work described in the attached: "**Exhibit A**", Phase 3 & 4 **Construction Management**.
2. Contractor is fully qualified by education and experience to provide said Services and desires to provide said Services.
3. It is the purpose of this Agreement to establish the services to be provided by Contractor and the compensation for such services.

AGREEMENT

1. **Engagement.** The City hereby engages Contractor to provide engineering services. Contractor shall provide the services to complete needed engineering services for: Central Avenue Improvements (Central Ave. from N. State St. to Approximately Emerald St.), ADA Curb Ramp as described in **Exhibit A**.
2. **Scope of Work.** Duties and responsibilities of Contractor and the City shall be as described in this Agreement and the submitted **Exhibit A** upon the time of requested service. The requested work as described in **Exhibit A** when submitted and authorized in writing by the City, will be performed on a time and expense basis using the standard fee schedule from Contractor attached as **Exhibit B**.
3. **Compensation.** The total compensation paid under this agreement as described individually in **Exhibit A**, shall not exceed **\$55,242.00**.
4. **Duties and Responsibilities.** Contractor shall be expected to fulfill the following:
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5. **Term.** This Agreement shall commence as of July 10, 2017, and shall continue until project is complete according the attached schedule, **Exhibit C**.
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 - 6.1 City agrees to pay Contractor for and in consideration of the faithful performance of the requested services and Contractor agrees to accept from the City, as described in detail in **Exhibit D**.

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9.2 Contractor shall comply with all applicable laws regardless of whether they are set forth verbatim in the Contract Documents including, but not limited to, ORS 279B.020, 279B.220, 279B.225, 279B.230, and 279B.235

9.3 Pursuant to ORS 279B.020 and 653.010 to ORS 653.261, no person will be employed for the Services for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it. Except for persons who are exempt from overtime pay, persons who perform the Services shall be paid at least time and a half pay for legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1) (b) (A) (G) and for time worked in excess of 10 hours a day or in excess of 40 hours a week, whichever is greater.

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CONTRACTOR:	Heberly Engineering 1298 Wolf Valley Dr. Umpqua, Oregon 97486 HEBERLYENGINEERING@GMAIL.COM

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IN WITNESS WHEREOF, the City has caused this Agreement to be executed in duplicate originals by its duly authorized undersigned agents and Contractor has executed this Agreement on the date hereinabove first written.

AGREED this _____ day of _____, 2____

CITY OF SUTHERLIN

CONTRACTOR

By: _____
City Manager

By: _____
Heberly Engineering

Exhibit B

HEBERLY ENGINEERING

1298 Wolf Valley Dr.
Umpqua, Oregon 97486

Ph: (541) 391-4813

Cl: (541)-430-4540

Heberlyengineering@gmail.com

2017 BILL RATES

DESCRIPTION OF SERVICES PERFORMED	BILL RATE \$/HR
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Senior Design Project Engineer	120
Design Project Engineer	110
Senior Cad Tech	100
Cad Tech	90
Construction Consultant Project Manager	135
Senior Field Inspector/Asst. Project Manager	120
Field Inspector(Specialized ODOT Cert., i.e. Signals, Drilled Shafts)	115
Field Inspector(General)	100
Survey Technician	95
Project Admin Staff	70

Mileage Rate: \$ 0.535

Exhibit C

HEBERLY ENGINEERING
City of Sutherlin Central Avenue Improvements Project
Project Bid Schedule Update
Revised date: 7-5-17

Projected Scheduling Dates	Start	Completion	Duration (wk)	Comments
Lowest responsible bidder	6/28/2017			
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City Council Meeting 7-24-17	7/24/2017			Project scope, budget, and award decision
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Award Protest Period (7 day min)	7-25-17 ???	8-1-17 ???	1	
Notice to Proceed	8-1-17 ???			
Start Construction	10/1/2017			
End of Construction	8/10/2017			Contract administration, asbuilts and final payment app. +2 Months after completion of project.

City Council Meetings

5/8/2017
 5/22/2017
 6/12/2017
 6/26/2017
7/10/2017
7/24/2017

ORS Notes

	Min	Max		
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Lowest responsible bidder	1	1	???	Per ORS 279A.120(2)(b)
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Notice of Intent to award	7	7	0	Protest period 7 day minimum
Execution of contract	0	10	10	Zero to 10 days to appear and execute contract with Public Works Bond and Payment Bond
Notice to Proceed	1	1	0	

EXHIBIT D

HEBERLY ENGINEERING
Construction Fee Estimate
City of Sutherlin Central Avenue Improvements Project
Section: State St. to Emerald St. Phase 3-4
7/3/2017

Tasks	Construction Project Manager	Senior Field Inspector/Asst. Project Manager	Field Inspector (Specialized ODOT Cert., i.e. Signals, Drilled Shafts)	Field Inspector (General)	Survey Technician	Senior Cad + Tech	Project Admin Staff	Sub Contracted	Remarks
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City Meetings & Coordination	18								
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Quantity Documentation	16			14					
Review of Contractor Test Results	16			14					
Sub Task	111	8	0	56	0	0	0	\$ -	
Survey									
Construction Staking								\$ 3,000.00	Hibbs Survey Inc. (Approx.)
Sub Task	0	0	0	0	0	0	0	\$ 3,000.00	
Construction Inspection									
General Roadway Inspection				250					
Electrical Inspection			30						
Sub Task	0	0	30	250	0	0	0	\$ -	
Asbuilts						16			
Asbuilts	4								
Sub Task	4	0	0	0	0	16	0	\$ -	
Sub Task	0	0	0	0	0	0	0	\$ -	
Sub Task	0	0	0	0	0	0	0	\$ -	
Sub Task	0	0	0	0	0	0	0	\$ -	
Sub Task	0	0	0	0	0	0	0	\$ -	

Sub Total:	115	8	30	306	0	16	0	\$ 3,000.00
Rate:	\$135.00	\$120.00	\$115.00	\$100.00	\$95.00	\$100.00	\$70.00	
Sub Total:	\$15,525.00	\$960.00	\$3,450.00	\$30,600.00	\$0.00	\$1,600.00	\$0.00	\$3,000.00

Misc. Expenses
Mileage @ \$0.535
Printing, Postage, & Misc.

	Miles	
	200	\$107.00
		\$0.00
Sub Total:		\$107.00
Total:		\$55,242.00



126 E. Central Avenue
Sutherlin, OR 97479
541-459-2856
Fax: 541-459-9363
www.cityofsutherlin.com

City of Sutherlin

STAFF REPORT					
Re: WWTP Construction Engineering Contract Approval				Meeting Date: 7-10-2017	
Purpose:	Action Item <input checked="" type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only <input type="checkbox"/>	Discussion <input type="checkbox"/>	Update <input type="checkbox"/>
Submitted By: Brian Elliott, Community Development Director				City Manager Review <input checked="" type="checkbox"/>	
Attachments:					

WHAT IS BEING ASKED OF COUNCIL?

To approve the attached contract between the City of Sutherlin and The Dyer Partnership for Construction Engineering of the new Waste Water Treatment Plant in the amount of \$1,355,000

EXPLANATION

As previously presented in reports to council, the City of Sutherlin is at a critical point of moving toward the construction phase of the new WWTP facility. The contract presented to the council on August 8, 2016 for Final Design, also included language for the construction phase of the project eliminating additional time and funds spent on an RFP process, moving forward with the Engineering firm who was selected for Final Design.

OPTIONS

Approve the contract as presented in the amount of \$1,355,000
Not approve the contract as presented in the amount of \$1,355,000

SUGGESTED MOTION(S)

Approve the contract as presented in the amount of \$1,355,000

EXHIBIT C

Exhibit C is a document that describes the Scope of Services to be provided by the Contractor for the bidding and construction management phases of the City's Wastewater Treatment Plant Improvement project. Exhibit D includes a not to exceed maximum compensation of \$1,355,000 as listed in the Summary of Man Hours and Costs included at the end of this document. Professional Services listed in Exhibit C shall be governed by the contract between the City and Contractor dated August 9, 2016. The effective date of this portion of the contract shall be _____, 2017.

SCOPE OF WORK

This scope is a preliminary list of items, also referenced as "Exhibit B", and contains the minimum items that the City thinks would be necessary for the bidding and construction management of the Wastewater Treatment Plant Improvement project. In general, Professional Services provided in this Scope of Services are for the following disciplines: environmental, civil, structural, geotechnical, mechanical, and electrical contracts. In particular, the Scope of Services is for the project described in items 1 through 13 of Exhibit A.

Bidding and Contracts

1. After acceptance by City and Oregon Department of Environmental Quality Clean Water State Revolving Fund (SRF) of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents, and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by City to proceed, Contractor shall:
 - A. Assist City in advertising for and obtaining bids or proposals for the Work, assist City in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective Construction Contractors, and, where applicable, maintain a record of prospective Construction Contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process Construction Contractor deposits or charges for the issued documents.
 - B. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 - C. Provide information or assistance needed by City in the course of any review of proposals or negotiations with prospective Construction Contractors.
 - D. Consult with City as to the qualifications of prospective Construction Contractors.
 - E. Consult with City as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective Construction Contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

- F. Determine the acceptability of substitute materials and equipment proposed when substitution is necessary because of the specified item is incompatible with the Project or fails to comply with applicable codes.
 - G. Conduct a pre-bid conference at the project site and record discussions and directions given to attending bidders.
 - H. Attend the bid opening, prepare bid tabulation sheets to meet City's schedule, and assist City in evaluating bids or proposals, assembling final contracts for the Work for execution by City and Construction Contractor, and issuing Notice of Intent to Award and Notice of Award of such contracts.
2. *Permits:* In an effort to reduce the time required to get authorization to go to construction the Contractor will coordinate with the Division of State Lands and Corps of Engineers in obtaining a Joint Permit for the construction of the force main to Ford's Pond. The Contractor will also prepare and submit to DEQ a 1200-C-Permit for the construction site.
 3. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Construction Contractors.

Construction Management

1. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from City, Contractor shall:
 - A. *General Administration of Construction Contract:* Consult with City and act as City's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Contractor shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract, or other construction general conditions specified in this construction documents. If City, or City and Contractor, modify the duties, responsibilities, and authority of Contractor in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Contractor, then City shall compensate Contractor for any related increases in the cost to provide Construction Phase services. Contractor shall not be required to furnish or perform services contrary to Contractor's responsibilities as a licensed professional. All of City's instructions to Construction Contractor will be issued through Contractor, which shall have authority to act on behalf of City in dealings with Construction Contractor to the extent provided in this Exhibit C and the Construction Contract except as otherwise provided in writing.
 - B. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Contractor and to provide more extensive observation of Construction Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in the Observation Services Section listed below. The furnishing of such RPR's services will not limit, extend, or modify Contractor's responsibilities or authority except as expressly set forth below.
 - C. *Selection of Independent Testing Laboratory:* Assist City in the selection of an independent testing laboratory to perform the services identified.

- D. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
- E. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with City and Contractor jointly develop such protocols for transmittals between and among City, Contractor, and Construction Contractor during the Construction Phase and Post-Construction Phase.
- F. *Original Documents:* If requested by City to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Contractor and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and City for review.
- G. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Construction Contractor is required to submit to Contractor, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- H. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Contractor's judgment are necessary to enable Contractor to proceed.
- I. *Visits to Site and Observation of Construction:* In connection with observations of Construction Contractor's Work while it is in progress:
 - (1) Make visits to the Site at intervals appropriate to the various stages of construction, as Contractor deems necessary, to observe as an experienced and qualified design professional the progress of Construction Contractor's executed Work. Such visits and observations by Contractor, and the Resident Project Representative, if any, are not intended to be exhaustive or to the extent of every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Contractor in this Exhibit and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Contractor's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Contractor will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Contractor shall keep City informed of the progress of the Work.
 - (2) The purpose of Contractor's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Contractor to better

carry out the duties and responsibilities assigned to and undertaken by Contractor during the Construction Phase, and, in addition, by the exercise of Contractor's efforts as an experienced and qualified design professional, to provide for City a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Construction Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Contractor shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Contractor have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Construction Contractor, for security or safety at the Site, for safety precautions and programs incident to any Construction Contractor's work in progress, for the coordination of the Construction Contractor's work or schedules, nor for any failure of any Construction Contractor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Contractor neither guarantees the performance of any Construction Contractor nor assumes responsibility for any Construction Contractor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

- J. *Defective Work:* Reject Work if, on the basis of Contractor's observations, Contractor believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to City regarding whether Construction Contractor should correct such Work or remove and replace such Work, or whether City should consider accepting such Work as provided in the Construction Contract Documents.
- K. *Compatibility with Design Concept:* If Contractor has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform City of such incompatibility, and provide recommendations for addressing such Work.
- L. *Clarifications and Interpretations:* Accept from Construction Contractor and City submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
- M. *Non-reviewable Matters:* If a submitted matter in question concerns the Contractor's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other contract or technical matters, then Contractor

will promptly give written notice to City and Construction Contractor that Contractor will not provide a decision or interpretation.

- N. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Contractor may prepare and issue Field Orders requiring minor changes in the Work.
- O. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to City, as appropriate, and prepare Change Orders and Work Change Directives as required.
- P. *Differing Site Conditions:* Respond to any notice from Construction Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for City's use.
- Q. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor Submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Contractor shall meet any Contractor's Submittal schedule that Contractor has accepted.
- R. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Construction Contractor.
- S. *Inspections and Tests:*
 - (1) Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Contractor's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Contractor shall be entitled to rely on the results of such inspections and tests.
 - (2) As deemed reasonably necessary, request that Construction Contractor uncover Work that is to be inspected, tested, or approved.
 - (3) Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- T. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the

Construction Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to City and Construction Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other contract or technical matters, then Contractor will notify the parties that the Contractor will not resolve the Change Proposal. (b) Provide information or data to City regarding contract or technical matters pertaining to claims.

U. *Applications for Payment:* Based on Contractor's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- (1) Determine the amounts that Contractor recommends Construction Contractor will be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Contractor's representation to City, based on such observations and review, that, to the best of Contractor's knowledge, information and belief, Construction Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Construction Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Contractor's responsibility to observe the Work. In the case of unit price Work, Contractor's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
- (2) By recommending payment, Contractor shall not thereby be deemed to have represented that observations made by Contractor to check the quality or quantity of Construction Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Construction Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Contractor in this Agreement. Neither Contractor's review of Construction Contractor's Work for the purposes of recommending payments nor Contractor's recommendation of any payment including final payment will impose on Contractor responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Construction Contractor's compliance with Laws and Regulations applicable to Construction Contractor's furnishing and performing the Work. It will also not impose responsibility on Contractor to make any examination to ascertain how or for what purposes Construction Contractor has used the money paid to Construction Contractor by City; to determine that title to any portion of the Work, including materials or equipment, has passed to City free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue

between City and Construction Contractor that might affect the amount that should be paid.

- V. *Contractor's Completion Documents:* Receive from Construction Contractor, review, and transmit to City maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided. Receive from Construction Contractor, review, and transmit to City the annotated record documents which are to be assembled by Construction Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Contractor's review of record documents shall be to check that Construction Contractor has submitted all pages.
- W. *Substantial Completion:* Promptly after notice from Construction Contractor that Construction Contractor considers the entire Work ready for its intended use, in company with City, SRF Representative and Construction Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, Punch List of items to be completed, City's objections, notice to Construction Contractor, and issuance of a final certificate of Substantial Completion. Assist City regarding any remaining contract or technical matters affecting City's use or occupancy of the Work following Substantial Completion.
- X. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project with City, SRF Representative and Construction Contractor to determine if the Work is complete and acceptable so that Contractor may recommend, in writing, final payment to Construction Contractor. Accompanying the recommendation for final payment, Contractor shall also provide a notice to City and Construction Contractor that the Work is acceptable to the best of Contractor's knowledge, information, and belief, and based on the extent of the services provided by Contractor under this Agreement.
- Y. *Standards for Certain Construction-Phase Decisions:* Contractor will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Contractor will not show partiality to City or Contractor, and will not be liable to City, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- Z. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Contractor for final payment to Construction Contractor. If the Project involves more than one prime contract as indicated in then Construction Phase services may be rendered at different times in respect to the separate contracts. Contractor shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are

required after the original date for completion and readiness for final payment of Construction Contractor as set forth in the Construction Contract.

Observation Services

1. Contractor shall provide full-time resident project representative to observe construction. Resident project representative shall be on-site when the Construction Contractor is performing meaningful work. Coordinate anticipated work with the City and SRF Representative. Prepare inspection reports for City. Photo document the construction.
2. Contractor's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Contractor under the Agreement. The estimate includes sixteen months of full time inspection and eighty hours of part time inspection for a total of 2,640 hours.
3. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Contractor that the total compensation amount thus estimated will be exceeded, Contractor shall give City written notice thereof, allowing City to consider its options, including suspension or termination of Contractor's services for City's convenience. Upon notice City and Contractor promptly shall review the matter of services remaining to be performed and compensation for such services. City shall exercise its right to suspend or terminate Contractor's services for City's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Contractor, so that total compensation for such services will not exceed said estimated amount when such services are completed. If City decides not to suspend Contractor's services during negotiations and Contractor exceeds the estimated amount before City has agreed to an increase in the compensation due Contractor or a reduction in the remaining services, then Contractor shall be paid for all services rendered hereunder.

Operations and Management Manuals

1. An operations and maintenance (O&M) manual will be prepared for each major piece of equipment and for each process. This manual can be used by City staff to troubleshoot equipment failures and address process questions. The draft manual will be submitted to DEQ for their review and approval prior to completion of 50 percent of construction completed. A final O&M will be delivered to DEQ prior to the completion of 90 percent of construction completed.

Performance Evaluation Standards

1. Develop a Performance Evaluation Standards that develops the design operational parameters for each major process area. The draft standards will be submitted to DEQ for their review and approval prior to 50 percent of construction completed and a final prior to 90 percent construction completed. The standards will be used during the eleventh month inspection to determine if the treatment facility is operating as designed. If not reasons for change will be evaluated. The Performance Evaluation Report will be submitted to DEQ approximately 12 months from the date of the initiation of operation. **Costs for the Performance Evaluation Report are not included within this Scope of Work.**

Plan of Operations

1. A Plan of Operation will be completed in time to hand out during the preconstruction meeting. This Plan will cover the construction sequence of work, O&M budgets, sludge management plan, staffing, training, safety and preventive measures, Mutual Agreement Order (MAO) compliance schedule and plan approval conditions. A draft Plan will be submitted to the Department of Environmental Quality (DEQ) prior to the meeting.

Testing and Training

1. All equipment and processes will be tested to ensure they comply with the performance evaluation manual criteria. Contractor will certify whether or not the construction meets the requirements. Training will be provided through our operations consultant, Contractors and equipment manufacturers. All training will be videotaped for use at a later date.

Final Closeout

1. Conduct final inspection with City, SRF Representative, and Construction Contractor to check Punch List and back-check of corrective work. Prepare final pay request and review with City. Provide "As-Built" Drawings based on contractor's mark-ups. Two paper copies and one electronic copy of the Drawings shall be provided. The Contractor will allocate a block of additional time to assist the City in operational issues during the first three months of operation.

In WITNESS WHEREOF, City has caused this Exhibit C to the Contract to be executed in duplicate originals by its duly authorized undersigned agents and Contractor has executed this Contract on the date below.

City of Sutherlin

By: _____
Jerry Gillham, City Manager

Dated: _____

By: _____
Steve Major, P.E., Principle Manager

Dated: _____

EXHIBIT D

CITY OF SUTHERLIN WWTF BIDDING & CONSTRUCTION MANAGEMENT									
MAN HOURS AND COSTS									
DATE: 12-Jun-17		PROJECT No:		146.46A					
TASK	DESCRIPTION	MAN HOURS							
		PRINC MNGR	PROJ MNGR	PROJ ENGR 2	ENGR TECH 2	INSP	DRFR	SURVEY CREW	CLER
1	BIDDING AND CONTRACTS								
	A. Prepare Bid Documents	80	24	8					24
	B. Reproduce Bidding Documents & Distribute		8	4					34
	C. Pre-Bid Mtg, Bid Questions, Addendums	80	100	20	24		40		24
	D. Attend Bid Opening, Recommend Award	18	10						6
	E. Prepare Construction Contracts, Miscellaneous Ltrs	24	8						24
	F. Permits	30	53	90	60		32		16
2	CONSTRUCTION MANAGEMENT								
	A. Pre-Construction Meeting	10	32	24				80	8
	B. Construction Stakeout		10	16	32				8
	C. Performance Evaluation Report & Plan of Operations	60	100	120			80		80
	D. Administer Construction Contract	1,000	1,600	450	400		40		300
	E. Project Certification	10	24	24					8
	F. Periodic Site Inspections	648	416						100
3	OBSERVATION SERVICES								
	A. Resident Representative			2,640					60
4	OPERATIONS & MAINTENANCE MANUAL								
	A. Develop Draft and Final O&M	60	80	120	120		50		80
5	TESTING & TRAINING								
	A. On-site Testing & Training	40	120	120					10
6	FINAL CLOSEOUT	24	120	45	60		160		35
TOTAL ESTIMATED HOURS		2,084	2,705	3,681	696	0	402	80	817
MATERIAL COSTS		DESCRIPTION OR UNIT					QUANTITY	UNIT	TOTAL
PRINTING (Construction)		Copies					1	3075	\$3,075
PHOTOGRAPHS		Each					0	0	\$0
PLAN SETS (Plus As-Builts)		Copies					30	200	\$6,000
TOTAL MATERIAL COSTS									\$9,075
TRAVEL AND PER DIEM		DETAIL					QUANTITY	UNIT	TOTAL
MILEAGE							14813	0.535	\$7,925
COMMERCIAL							0	1	\$0
PER DIEM							25	45	\$1,125
LODGING							15	110	\$1,650
TOTAL TRAVEL AND PER DIEM									\$10,700
OTHER SIGNIFICANT COSTS		DETAIL						UNIT	TOTAL
VLMK							45,000	1.05	\$47,250
Dillard Consulting							30,000	1.05	\$31,500
Foundation Engineering							20,000	1.05	\$21,000
R&W Engineering							45,000	1.05	\$47,250
TOTAL OTHER SIGNIFICANT COSTS									\$147,000

SUMMARY

BREAKDOWN OF PROPOSED FEE

DATE: 12-Jun-17

PROJECT NO.: 146.46A

DIRECT LABOR COSTS:

PRINCIPAL/MANAGER	135.00	2,084	281,340
PROJECT MANAGER	125.00	2,705	338,125
PROJECT ENGINEER 2	115.00	3,681	423,315
ENGINEER TECH 2	95.00	696	66,120
INSPECTOR	85.00	0	0
DRAFTER/CAD OPERATOR	80.00	402	32,160
SURVEY CREW	130.00	80	10,400
CLERICAL 1	45.00	817	36,765

TOTAL DIRECT LABOR COSTS: \$1,188,225

TASK 1

A	15,800	
B	2,990	
C	32,160	
D	3,950	
E	5,320	
F	30,005	90,225

TASK 2

A	8,470	
B	16,890	
C	44,400	
D	441,450	
E	7,470	
F	143,980	662,660

TASK 3

A	306,300	306,300
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TASK 4

A	50,900	50,900
---	--------	--------

TASK 5

A	34,650	34,650
---	--------	--------

TASK 6

	43,490	43,490
--	--------	--------

TOTAL 1,188,225 1,188,225

DIRECT PROJECT EXPENSES

A. MATERIAL COSTS (BREAKDOWN ATTACHED)	9,075
B. TRAVEL & PER DIEM (BREAKDOWN ATTACHED)	10,700
C. OTHER SIGNIFICANT COSTS	147,000

TOTAL OF: A THROUGH D \$166,775

TOTAL HOURLY LABOR & EXPENSES NOT TO EXCEED MAXIMUM: \$1,355,000

A:\Master\Marketing\Rates\Fee Breakdown-Est Man Hours



126 E. Central Avenue
Sutherlin, OR 97479
541-459-2856
Fax: 541-459-9363
www.cityofsutherlin.com

City of Sutherlin

STAFF REPORT					
Re: Resolution No. 2017.13 – Sutherlin Sanitary Service Amended Fee Schedule				Meeting Date:	07/10/17
Purpose:	Action Item <input checked="" type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only <input type="checkbox"/>	Discussion <input type="checkbox"/>	Update <input type="checkbox"/>
Submitted By: Dan Wilson, Finance Director				City Manager Review	<input checked="" type="checkbox"/>
Attachments: Resolution 2017.13 & Exhibit A - Rates					

WHAT IS BEING ASKED OF COUNCIL?

Consider approving Resolution 2017.13.

EXPLANATION

Ordinance No. 1040 requires that any change to the fee schedule for Sutherlin Sanitary Service be adopted by resolution. Therefore, the attached resolution is here for your consideration.

OPTIONS

1. Approve the resolution as presented.
2. Approve the resolution with revisions.
3. Not approve the resolution.

SUGGESTED MOTION(S)

Move that Resolution 2017.13 be approved as presented.

RESOLUTION NO. 2017.13

**A RESOLUTION AUTHORIZING AN AMENDMENT TO THE
FEE SCHEDULE FOR SUTHERLIN SANITARY SERVICE**

WHEREAS, pursuant to Section 9 of Sutherlin Sanitary Franchise Agreement (Ordinance No. 1040) changes in fees must be adopted by resolution.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Sutherlin approves the amended fee schedule for garbage collection which reflects an increase in rates due to an increase in operating costs. The amended rate schedule is attached as Exhibit "A": and made part of this resolution. This amendment is to take effect August 1, 2017.

PASSED BY THE COUNCIL, ON THIS 10TH DAY OF JULY, 2017

APPROVED BY THE MAYOR, ON THIS 10TH DAY OF JULY, 2017

Mayor, Todd McKnight

ATTEST:

City Recorder, Debra L. Hamilton, CMC

EXHIBIT A
Sutherlin Sanitary Service
Rate Sheet
For the City of Sutherlin
Effective August 1st, 2017

Service Description	Amount
Residential Service	
35 Gallon Roll Cart Picked Up Once per Week	22.75
Each Additional Cart	22.75
65 Gallon Roll Cart Picked Up Once Per Week	30.25
Each Addition Cart	30.75
95 Gallon Roll Cart Picked Up Once Per Week	35.75
Each Additional Cart	35.75
On Call Service – 65 Gallon Monthly Cart Fee (No Recycling)	1.50
Each Time Dumped	7.75
Commercial Service	
1.0 Yard Tub Service Picked Up Once a Week	80.00
Each Additional Tub	80.00
Each Additional Weekly Service Event	80.00
1.5 Yard Container/Tub Service Picked Up Once a Week	126.25
Each Additional Container/Tub	126.25
Each Additional Weekly Service Event	126.25
3.0 Yard Container Service Once a Week	252.50
Each Additional Container	252.50
Each Additional Weekly Service Event	252.50
Drop Box Service	
Box Service – Includes Setdown and Pickup	135.00
Box Rental Per Day	10.00
Plus Disposal Fees (Minimum 2)	
Miscellaneous Fees	
Container Lock Service per month	10.00
Off Road Fees Per Month per Month	10.00



REPORTS





City of Sutherlin

STAFF REPORT					
Re: Bids for Central Avenue Paving Improvement Project				Meeting Date:	7-10-2017
Purpose:	Action Item <input type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only <input checked="" type="checkbox"/>	Discussion <input type="checkbox"/>	Update <input type="checkbox"/>
Submitted By: : Brian Elliott, Community Development Director				City Manager Review	<input checked="" type="checkbox"/>
Attachments: Tabulation of Bids (construction only)					

WHAT IS BEING ASKED OF COUNCIL?

This staff report is to provide an update to City Council on the Central Avenue Paving Improvement Project.

EXPLANATION

The Central Avenue Paving Improvement Project bid opening was scheduled for June 22, 2017. Prior to that date, all three interested contractors (Knife River Materials, Guido Construction and Thompson Brothers Excavation) expressed concerns to City staff and Heberly Engineering, that with their current work load, it would be a struggle to provide a competitive bid. Therefore, they requested an extension, not only to the bid opening date (by one week to June 29, 2017), but also to the construction start date from July 12, 2017 to October 1, 2017. All three contractors indicated that the benefit would allow them to provide a more competitive bid for the City.

On June 20, 2017, staff held a meeting with Heberly Engineering to discuss the request from the contractors. The key factor in our decision to grant the extension was the potential price increase in our project, estimated at \$800,000 without the extension. This would reduce the amount of work which could be completed, making it impossible to reach our goal. Funds that were allocated for this project **totaled \$4.186 million dollars, which included engineering and contingencies.**

June 29, 2017, City of Sutherlin received two bids for construction only, one from Guido Construction and one from Knife River Materials, Thompson Brothers Excavation did not submit. As you can see below the two bids received were very competitive only \$51,036.15 dollars different.

Guido Construction \$3,604,214.98

Knife River Materials \$3,655,251.13

Although the bids were very competitive, we are still roughly \$300,000 over the Engineers total estimate of \$4.186. Staff will bring several recommendations at the July 24, 2017 council meeting for discussion and approval.

OPTIONS

Not applicable

SUGGESTED MOTION(S)

None



City of Sutherlin

STAFF REPORT					
Re: Lumber Company Campaign				Meeting Date:	07/10/17
Purpose:	Action Item <input type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only <input checked="" type="checkbox"/>	Discussion <input type="checkbox"/>	Update <input type="checkbox"/>
Submitted By:				City Manager Review	<input checked="" type="checkbox"/>
Attachments: List and Sample Letter					

WHAT IS BEING ASKED OF COUNCIL?

To discuss proposed letter writing campaign to seek donations from area lumber companies.

EXPLANATION

At the June 12th Council Meeting, Councilor Riggs shared concerns about the additional funding City was seeking in order to extend the Central Avenue Improvements Project and proposed a letter writing campaign to solicit donations from area lumber companies to help with the project.

OPTIONS

1. To move forward with the campaign.
2. To not move forward with the campaign

SUGGESTED MOTION(S)

N/A

List of Companies to solicit:

Weyerhaeuser, Co.
Roseburg Forest Products
Lone Rock Timber Management
Seneca Resources
Murphies Products

SAMPLE LETTER

Weyerhaeuser Co.
220 Occidental Ave South
Seattle, WA 98104

Attn: Beth Baum
Director, Investor Relations

Dear Ms. Baum,

We at the City of Sutherlin are proud to have your timber industry in our area. It is businesses like yours that help the economy of small towns such as ours.

Our residents have been noticing the degeneration of our main street, Central Avenue; it is becoming more and more in disrepair. While we have enough funds to cover most of the re-paving of Central Avenue, we have come up short \$500,000 to complete the task.

One option is for us to borrow money to complete the project, and use our taxpayers' local gas tax, but that will remove revenue source for other projects until the debt is paid.

Another option is to ask local timber agencies, such as yours, for a donation toward this financial deficit. We noticed that one of your core values listed below mentions helping communities thrive:

Core Values

- **Safety:** It's first on our list for a reason. We always start with safety, no exceptions.
- **Integrity:** We do the right thing, the right way, for the right reasons.
- **Citizenship:** *The communities where we live and work are important. We help them thrive.*
- **Sustainability:** Since 1900, we've balanced the needs of today with the needs of tomorrow.

There are many benefits for both of us in your helping with our shortfall instead of going the tax route:

1. It takes a little more government out of the community. We all benefit with smaller government.
2. We would post a sign on Central Avenue showing how you have generously contributed to helping our community thrive.
3. Your donation would free up the gas tax revenue to apply to other badly needed infrastructure repairs.
4. No loan would mean no tax money would be wasted on interest.

Please understand, this is only a letter of request. You are under no obligation to donate any of the monies requested. If you are not interested in contributing, we completely understand and will continue to appreciate your doing business in Sutherlin.

Wishing your continued success,

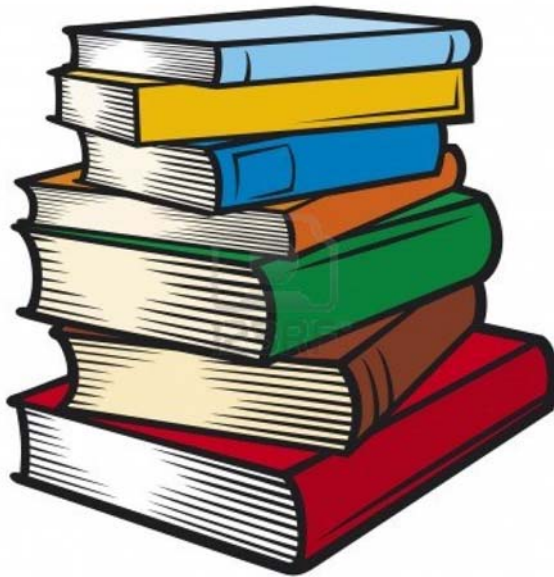
City of Sutherlin



SUTHERLIN LIBRARY

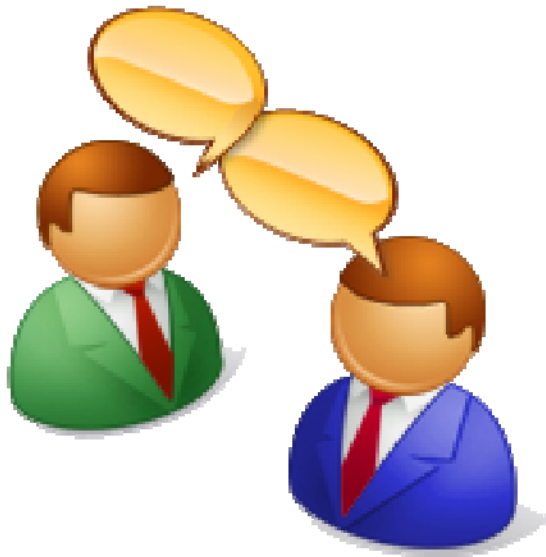
STATE CERTIFICATION

(verbal)





COUNCIL COMMENTS





PUBLIC COMMENT





ADJOURNMENT





FOR YOUR INFORMATION





WITH
Thanks



City of Sutherland,

Thank you so much for the
Plaque, it's beautiful.

It was my honor to be part of
the growth that we are seeing
in Sutherland. Keep up the
good work.

Please extend my thanks to the
mayor, Council and staff -

[Redacted signature]

Diane Harris

From: Diane Harris
Sent: Thursday, July 06, 2017 9:04 AM
To: April Ehrlich; Ashley KQEN News (ashley@bciradio.com); DC Commissioners; KUGN; KYLE-KQUEN; News Desk (newsdesk@nrtoday.com); Register Guard; Roseburg Beacon; Vera Westbrook (vwestbrook@nrtoday.com)
Cc: d.hamilton@ci.sutherlin.or.us
Subject: Public Meeting Notice
Attachments: CC JUL 10.17 Meeting.pdf

Good morning,

Please see attached agenda for Sutherlin City Council's July 10th meeting.

Have a great day,



Diane Harris

Deputy City Recorder
City of Sutherlin
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Sutherlin, OR 97479
(541)-459-2856
d.harris@ci.sutherlin.or.us