



CITY OF MANZANITA

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ci.manzanita.or.us

COUNCIL SPECIAL SESSION

Pine Grove Community Center
<https://ci.manzanita.or.us>

AGENDA

November 8, 2023
05:00 PM Pacific Time

Council will hold this meeting at the Pine Grove Community Center

Video Information: The public may watch live on the

[City's Website: ci.manzanita.or.us/broadcast](https://ci.manzanita.or.us/broadcast)

or by joining via Zoom:

<https://us02web.zoom.us/j/88958880214?pwd=VnV3NVpGVkZXdHhIUjl5dUM0N2g2dz09>

[Meeting ID: 889 5888 0214](#) [Passcode: 700931](#)

Call in number: +1 253 215 8782

Note: Agenda item times are estimates and are subject to change.

1. **CALL TO ORDER (5:00)**
Deb Simmons, Mayor
2. **EARLY WORK AMENDMENT TO CMGC CONTRACT FOR ABATEMENT AND DEMOLITION OF THE SCHOOLHOUSE AND QUONSET HUT ON UNDERHILL PLAZA**
Leila Aman, City Manager
3. **AMENDMENT TO POLICE CONTRACT WITH OREGON PARKS AND RECREATION DEPARTMENT**
Leila Aman, City Manager
4. **COMPREHENSIVE PLAN ADVISORY COMMITTEE**
Leila Aman, City Manager
5. **REVENUE DIVERSIFICATION UPDATED**
Leila Aman, City Manager
6. **ADJOURN (5:45)**
Deb Simmons, Mayor

Meeting Accessibility Services and Americans with Disabilities Act (ADA) Notice

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cityhall@ci.manzanita.or.us or phone at 503-368-5343. Staff will do their best to respond in a timely manner and to accommodate requests. Most Council meetings are broadcast live on the [city's youtube channel](#).



MEMORANDUM

To: Mayor and City Council

Date Written: November 1, 2023

From: Leila Aman, City Manager

Subject: **November 8, 2023, City Council Special Session**

A. EARLY WORK AMENDMENT TO COVE BUILT/CMGC CONTRACT

See attached staff report

B. AMENDMENT TO POLICE CONTRACT WITH OPRD

Staff is requesting approval of an Amendment to the Police Services Contract with OPRD. The Amendment adds the City's Code Enforcement Officer (CEO) to the contract and enables the CEO to issue parking citations on State Park land. The contract amendment is included in the packet.

C. COMPREHENSIVE PLAN ADVISORY COMMITTEE

The City Manager would like the City Council to appoint a member of the City Council, and an alternate to serve on the Comprehensive Plan Advisory Committee. The appointed member will assist the city manager, an appointed member of the Planning Commission in developing the criteria and make up of the Comprehensive Plan Advisory Committee, develop the criteria for committee selection process, select members of the committee and participate in the Committee as a liaison for the City Council. The alternate will serve by attending all of the Committee meetings and participating in the event that the Council liaison cannot attend.

D. REVENUE DIVERSIFICATION TIMELINE

The City Manager will provide a summary of the timeline associated with implementation of four additional revenue sources.



COUNCIL STAFF REPORT

To: Mayor and City Council

Date Written: September 29, 2023

From: Leila Aman, City Manager

Early Work Amendment to Cove Built/CMGC Contract for Hazardous Materials
Subject: Abatement and Demolition of Structures on Underhill Plaza

ACTION REQUESTED

Approve Resolution Authorizing the City Manager to execute an Early Work Amendment to the Cove Built CMGC Contract for Hazardous Materials Abatement and Demolition of Structures on Underhill Plaza.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

January 5, 2022 – City Council acting as the Local Contract Review Board Approved Findings in Support of an Exemption from Competitive Bidding Under ORS 279C.335(2) to allow the city to pursue a Construction Manager/General Contractor (CM/GC) alternative contracting process.

November 9, 2022 – The City Council Acting as the Local Contract Review Board approved Resolution 22-04 authorizing the City Manager to Execute a contract with Cove Built LLC for the Construction of Manzanita City Hall

ANALYSIS

The approval of this Early Work Amendment will enable the city's CM/GC, Cove built, to begin the abatement of hazardous materials and demolition and site preparation work for the construction of City Hall. At a special meeting held on February 15, 2023, the City Council approved the demolition of the structures on Underhill Plaza and directed staff to proceed with the preferred option for a new City Hall building on Underhill Plaza.

On July 5, 2023, the City Council authorized the City Manager to execute a contract with G2 Consultants to provide the city of Manzanita with abatement consulting services for the abatement design, bid walks and air clearances for the abatement activities associated with the buildings on Underhill Plaza. This work was completed and G2 produced a scope of work for the abatement on August 18, 2023. This scope was competitively bid by the CM/GC and the firm AAC, LLC was selected.

The total cost of the Early Work Amendment is \$319,772.47 – this reflects \$277,600 in construction hard costs, a contingency of \$12,492, 7% contractor fee of \$20,306.44, general liability insurance of \$3,103.93 and a Bond of \$6,270.05. The original estimate for the construction hard costs (abatement and demolition) was \$250,000 which was not inclusive

of contingency, overhead, liability or bond insurance. The additional \$27,000 will be covered, in part, by the \$60,000 grant from Business Oregon.

On August 31, 2023, the State Historic Preservation Office confirmed that the city had met its responsibilities under Section 106 of the National Historic Preservation Act of 1966 as amended, Oregon Revised Statute 358.653, local permitting process, and authorized that the project may proceed with the demolition and abatement of the structures on Underhill Plaza.

BUDGET IMPACT

The City Hall Fund was allocated sufficient resources to cover all costs associated with the Abatement and Demolition scope. There is \$324,000 currently budgeted for in the FY 2023-2024 budget for capital improvements.

WORKLOAD IMPACT

This will have limited impact on the City Manager other than continued attendance at Owner/Architect/Contractor meetings and engagement of the City's Public Works Director as needed.

COORDINATION, CONCURRENCE, OR DISSENT

The City Attorney has prepared this Early Work Amendment and will Review and Approve its final form.

STAFF RECOMMENDATION

Staff recommends the City Council Approve the Resolution Authorizing the City Manager to execute Early Work Amendment to the Cove Built CMGC Contract for Hazardous Materials Abatement and Demolition of Structures on Underhill Plaza.

ALTERNATIVES

Council may elect to delay this Early Work Amendment to the GMP. This will add time, and cost to the project.

ATTACHMENTS

1. Resolution
2. Early Work Amendment Contract

AMENDMENT NO. 1
EARLY WORK AMENDMENT
TO CM/GC CONTRACT
Construction of City Hall

THIS EARLY WORK AMENDMENT shall become effective upon execution by all parties and receipt of any applicable approvals.

The Standard Form of Agreement between Owner and Construction Manager as Constructor, AIA A133 – 2019, as modified by the parties, which was effective November 9, 2022, for the construction of a new City Hall building, between:

The Owner: **City of Manzanita**
167 S. 5th Street
Manzanita, Oregon 97130

And the Construction Manager: **Cove Built LLC**
79117 Tide Road
Arch Cape, Oregon 97102

(the “CM/GC Contract”) is hereby amended as follows, and all defined terms used in this Amendment have the definitions set forth in the CM/GC Contract unless specifically defined in this Amendment:

1. EARLY WORK

In accordance with Sections 2.1 and 3.3.1.3 of the Agreement, which authorizes the Construction Manager to perform construction services in advance of the execution of a Guaranteed Maximum Price Amendment if an Early Work Amendment is executed, Owner and the Construction Manager hereby agree that the Construction Manager shall perform the Early Work generally described below and more specifically described in the Construction Documents for the Early Work that are listed in Exhibit A, including any Early Work Plans and Specifications. Exhibit A and all Construction Documents listed in Exhibit A are by this reference incorporated herein. This Early Work consists generally of the following:

Abatement, demolition, and disposal of the existing school and Quonset hut. Salvage existing light fixture globes from school. Provide erosion control/soil stabilization measures when demolition is complete.

2. MAXIMUM EARLY WORK PRICE

The maximum not-to-exceed Early Work Price (“Maximum Early Work Price”) for the Early Work described in the Construction Documents listed in Exhibit A is stated below. No authority

is given to incur costs for any work, materials, equipment, or services that are not expressly included in this Early Work Amendment. Costs incurred by Construction Manager that are outside the scope of this Early Work Amendment or in excess of the Maximum Early Work Price will be borne by the Construction Manager. The cost breakdown for the Maximum Early Work Price is shown in Exhibit B which is by this reference incorporated herein, and consists of the following elements which are specifically described in Paragraph 3:

- (a) Estimated Cost of Work (maximum not to exceed amount) including contingency
\$ 284,462.05
- (b) Reimbursable Maximum Not-To-Exceed Costs for general conditions Work attributable to Early Work/Insurance/Bonds
\$ 11,900.00
- (c) Maximum Construction Manager Fee (7% of the sum of (a) and (b))
\$ 20,306.44
- (d) General Liability Insurance (1% of the sum of (a) and (b) and (c))
\$ 3,103.98
- (d) Maximum Early Work Price of this Amendment
\$ 319,772.47

3. COST ELEMENTS OF EARLY WORK PRICE

The above-stated Maximum Early Work Price includes the following elements:

- (a) the cost for performance of the Early Work (including the Construction Manager's Contingency) which shall not exceed the maximum Estimated Cost of Work stated in Paragraph 2(a). The Construction Manager will be paid for performance of the Early Work in accordance with the payment provisions set forth in Article 11 of the Agreement and Article 9 of the General Conditions. Performance of the Early Work by the Construction Manager will be compensated on a cost reimbursement basis, but in no event shall the Construction Manager receive more than the maximum amount stated in Paragraph 2(a) for completing the Early Work.
- (b) the maximum Construction Manager Fee amount stated in Paragraph 2(c) which is an estimated amount based on the maximum Estimated Cost of the Work stated in Paragraph 2(a) plus the maximum Cost for General Conditions Work attributable to the Early Work stated in Paragraph 2(b). The actual Construction Manager Fee will be based

on the actual cost of performance of the Early Work (plus the actual Cost for General Conditions Work attributable to the Early Work) and will be paid to the Construction Manager ratably with each application for payment during the performance of the Early Work beginning with the first progress billing after commencement of the scheduled Early Work Construction Phase.

4. CURRENT TOTAL CONTRACT SUM

The Current Total Contract Sum is comprised of a maximum Preconstruction Fee and the sum of the actual cost of all previous Early Work Amendments and the Maximum Early Work Price under this Amendment, all as shown below:

(a)	Preconstruction Fee (maximum not to exceed amount)	\$ 30,000.00
(b)	Prior Early Work Amendments	\$ 0.00
(c)	Prior Total Contract Sum (before this Amendment)	\$ 30,000.00
(d)	Maximum Early Work Price for this Amendment	\$ 319,772.47
(e)	Current Total Contract Sum	\$ 349,772.47

5. BONDING

The Construction Manager shall provide to Owner a performance bond and a payment bond as required by Section 13.1.2 of the General Conditions, each bond in an amount that equals or exceeds the Current Total Contract Sum set forth in paragraph 4(e), prior to supplying any labor or materials for prosecution of the Early Work.

6. REMAINING PROVISIONS

Except as amended herein, all provisions of the CM/GC Contract, as previously amended, shall remain in full force and effect, including Article 6 of the Agreement regarding establishment of the Guaranteed Maximum Price. This Amendment does not create any contractual rights or obligations regarding the possible addition of future phases of the Work, including in particular additional Construction Phase Services not authorized hereunder, unless a Guaranteed Maximum Price Amendment or another Early Work Amendment is executed between the parties.

7. PREVAILING WAGE RATES

The Construction Manager and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates and the required public works bond, as outlined in Section 13.1.13 of the Agreement. The most current Bureau of Labor and Industries (BOLI) wage rates and requirements set forth in the BOLI Prevailing Wage Rate book and Apprenticeship Rates (and any listed amendments to either) in effect as of the date of this Early Work Amendment, which are incorporated herein by reference and available at the link below, apply to the Work authorized under this Early Work Amendment and to all future Work under the Contract through the remainder of the Project:

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

CONSTRUCTION MANAGER:

COVE BUILT LLC

By _____

Its _____

Date _____

OWNER:

CITY OF MANZANITA

By _____

Its _____

Date _____

EXHIBIT A

EARLY WORK CONSTRUCTION DOCUMENTS

Clarifications, Assumptions, exclusions/construction schedule/list of plans and specifications

1. Basis of bid: Regulated Building Materials Abatement Scope of Work Specifications by G2 Consultants, dated August 18, 2023, pages 1-65
2. Clarifications/Assumptions/Exclusions: None
3. Schedule: Anticipated Notice-to-Proceed is October 16, 2023 and work is to be complete within 60 calendar days.

EXHIBIT B

CM/GC EARLY WORK AMENDMENT COST ESTIMATE

(See 4 page attachment)

OWNER: Manzanita City Hall - Demo and Abatement Budget
 ADDRESS:

PROJECT NAME :
 PROJECT
 ADDRESS
 PROJECT #:
 PHONE:
 E-MAIL:



COVE BUILT
 79117 Tide Rd. Arch Cape, Or. 97102
 503-572-3375
jason@covebuilt.com
 CCB# 227572

9/27/23

PHASE	DESCRIPTION	SUB/SUPPLIER	TOTAL BASE BID
			\$ -
			\$ -
DIVISION-PERMITS/INSURANCE/OH&P			
			\$ -
00 41 26	Permits		\$ -
00 41 30	Bonding		\$ -
00 41 35	Retention		\$ -
00 41 40	Insurance		\$ -
			\$ -
			\$ -
DIVISION I - GENERAL CONDITIONS			
01 00 01	General Requirements		\$ -
	Below as a % of the cost of work		\$ -
01 14 00	Work Restrictions		\$ -
			\$ -
01 14 16	Access to Occupants		\$ -
			\$ -
01 14 19	Use of Site		\$ -
			\$ -
01 15 00	Sub Bonds		\$ -
			\$ -
01 21 01	Allowances		\$ -
			\$ -
			\$ -
01 30 01	Project Management		\$ 9,500.00
			\$ -
01 32 00	Design & Consultants		\$ -
			\$ -
01 32 23	Survey and Layout		\$ -
			\$ -
	Temporary Facilities		\$ -
01 51 13	Temporary Electrical	By Owner	\$ -
01 51 13	Power Bill	By Owner	\$ -
01 51 13	Generators and Fuel	Needed if no temp power	\$ -
01 51 13	Misc. Cords and Accessories		\$ -
01 51 13	Spider Boxes		\$ -
01 51 13	Trailer and jobsite Extinguishers		\$ -
01 51 13	Temp Lighting		\$ -
			\$ -
01 51 23	HVAC		\$ -
01 51 23	Dehumidification System		\$ -
01 51 23	Temp Heat	Required for Dry out	\$ -
01 51 23	Gas Bill		\$ -
01 51 23	Propane Heaters		\$ -
01 51 23	Light stands		\$ -
			\$ -

PHASE	DESCRIPTION	SUB/SUPPLIER	TOTAL BASE BID
01 51 33	Telecommunications		\$ -
01 51 33	Cell Phone/Bills		\$ -
01 51 33	Trailer Phone		\$ -
01 51 33	Phone Hook up		\$ -
01 51 33	Internet Line		\$ -
			\$ -
	Temp Utilities		\$ -
01 51 36	Temp Water		\$ -
01 51 36	Hookup Fee	By Owner	\$ -
01 51 36	Fire Hydrant Meter	By Owner	\$ -
01 51 36	Water Bill	By Owner	\$ -
			\$ -
01 52 001	Construction Facilities		\$ -
01 52 001	Conex/Storage		\$ -
01 52 001	Relocation Costs		\$ -
01 52 001	Dry Storage		\$ -
01 52 001	Office Rent		\$ -
01 52 001	Connex/Storage		\$ -
01 52 001	Crew Trailers		\$ -
01 52 007	Office Trailers		\$ -
			\$ -
01 52 16	First Aid and Facilities		\$ -
01 52 16	First Aid Kits		\$ -
01 52 16	First Aid Replenishment		\$ -
01 52 16	Crew/Visitor PPE		\$ -
			\$ -
01 52 19.1	Port O Johns		\$ 900.00
			\$ -
01 52 25	Field Office Equipment		\$ -
01 52 25	Computers		\$ -
01 52 25	Fax/Copier/Printer	In OH&P	\$ -
01 52 25	Copier Setup	In OH&P	\$ -
01 52 25	Digital Cameras	In OH&P	\$ -
01 52 25	Field Office Equipment - Office Supplies		\$ -
			\$ -
	Construction Equipment		\$ -
01 54 01	Trucks/Cars		\$ -
01 54 01	Material Pick Up Mileage		\$ -
01 54 02	Project Fuel		\$ -
01 54 04	Fork Lifts		\$ -
01 54 06	Scissor Lift		\$ -
			\$ -
01 54 20	Scaffolding		\$ -
01 54 20	Scaffolding		\$ -
			\$ -
01 55 19	Parking Fee		\$ -
			\$ -
01 56 00	Security Fencing		\$ -
			\$ -
01 57 00	Temp Environmental Control		\$ -
01 57 00	Dust Control		\$ -
01 57 00	Trash Wash Area		\$ -
01 57 00	Spill Prevention Kit		\$ -
01 57 00	Hazardous Material Storage		\$ -
01 57 00	Storm Repair/Cleanup		\$ -
01 57 00	Erosion Control Maintenance		\$ -
			\$ -
01 58 00	Project Signage		\$ -
01 58 00	Project Signage		\$ 1,500.00
01 58 00	Interior Signage		\$ -

[illegible]

PHASE	DESCRIPTION	SUB/SUPPLIER	TOTAL BASE BID
02 41 00	Haul off & Dump Fees		\$ -
02 41 00	Removal And Salvage		\$ -
			\$ -
DIVISION 3 - CONCRETE			
DIVISION 4 - MASONRY			
DIVISION 5 - METALS			
DIVISION 6 - WOOD & PLASTICS			
DIVISION 7 - THERMAL & MOISTURE			
DIVISION 8 - DOORS & WINDOWS			
DIVISION 9 - FINISHES			
DIVISION 10 - SPECIALTIES			
DIVISION 11 - EQUIPMENT			
DIVISION 12 - FURNISHINGS			
DIVISION 13 - SPECIAL CONSTRUCTION			
DIVISION 14 - CONVEYING SYSTEMS			
DIVISION 21 - FIRE SPRINKLERS			
DIVISION 22 - PLUMBING			
DIVISION 23 - MECHANICAL			
DIVISION 26 - ELECTRICAL			
DIVISION 27 - COMMUNICATIONS			
DIVISION 28 - ELECTRONIC			
DIVISION 31 - EARTHWORK			
DIVISION 32 - SITE WORK			
DIVISION 33 - WATER UTILITIES			
DIVISION 48 - ALTERNATIVE ENERGY SYSTEMS			
			\$ -
			\$ -
			\$ -
		SUBTOTAL	\$ 277,600.00
	TOTAL HARD COST		\$ 277,600.00
	GENERAL CONDITIONS	0%	\$ -
	CONTINGENCY	5%	\$ 12,492.00
	OVERHEAD AND PROFIT	7%	\$ 20,306.44
	TOTAL COST		\$ 310,398.44
	GENERAL LIABILITY	1%	\$ 3,103.98
	BOND	2%	\$ 6,270.05
	TOTAL PROJECT COST		\$ 319,772.47

EXHIBIT C

ABATEMENT BID FORM WITH UNIT PRICES

(See 8 page attachment)

APPENDIX B: BID FORM

Base Bid:

Flooring - Asbestos-containing flooring materials are known to be located under built-in fixtures, on top of counters, shelving etc., and potentially under walls. It is the responsibility of the abatement contractor to perform the demolition necessary to access and abate all asbestos-containing flooring materials. Non-asbestos-containing soft demolition waste can be set aside, and left in the building. Abatement contractor is not responsible for removal offsite and disposal of soft demolition waste. Leveling compounds may exist under flooring materials throughout the building. Any leveling compound found under the work areas shall be considered asbestos-containing and removed. All flooring is on concrete substrate. All abatement locations are depicted on the asbestos abatement drawings provided in Appendix A.

1. Removal and disposal of all asbestos-containing floor tile, asbestos-containing black mastic, non-asbestos-containing carpet glue, and carpet
 - a. Building 1 and Building 2 - 3,690 sq. ft.
2. Removal and disposal of all asbestos-containing floor tile and asbestos-containing black mastic
 - a. Building 1 - 860 sq. ft.
3. Removal and disposal of all asbestos-containing floor tile, asbestos-containing black mastic, non-asbestos-containing glue, and various floor coverings.
 - a. Building 1 and Building 2 - 305 sq. ft.

Wall Systems - Drywall with asbestos-containing joint compound and asbestos-containing wall texture are included in the abatement. All plaster walls are to be considered to have drywall with asbestos-containing joint compound present behind the plaster finish. It is the responsibility of the abatement contractor to perform the demolition necessary to access and abate all asbestos-containing wall systems. Non-asbestos-containing soft demolition waste can be set aside, and left in the building. Abatement contractor is not responsible for removal off-site and disposal of soft demolition waste. Wall heights were observed to be approximately 9 - 12 feet tall. All abatement locations are depicted on the asbestos abatement drawings provided in Appendix A.

The bidding abatement contractor should verify with the demolition design drawings for specific details prior to bidding. Following demolition of drywall with asbestos-containing joint compound in the abatement scope, the abatement contractor is to clean all studs rafters, joists, mechanical equipment, and any other vertical or

Bidding Contractor: AAC, LLC

Date: 9/14/2023

APPENDIX B: BID FORM

horizontal items or surfaces in the work area where settled dust and/or debris could have conceivably accumulated. If batt insulation is present this material is to be presumed to have gathered asbestos-containing dust from demolition and disposed of as asbestos contaminated waste.

1. Removal and disposal of all drywall walls with asbestos-containing texture and asbestos-containing joint compound.
 - a. Building 1 and Building 2 - 6,300 sq. ft
2. Removal and disposal of all drywall walls with asbestos-containing joint compound behind non-asbestos-containing plaster.
 - a. Building 1 and Building 2 - 6,530 sq. ft

Ceiling Systems - All plaster ceilings are to be considered to have drywall above with asbestos-containing joint compound present above the plaster finish. It is the responsibility of the abatement contractor to perform the demolition necessary to access and abate all asbestos-containing ceiling systems. Non-asbestos-containing soft demolition waste can be set aside, and left in the building. Abatement contractor is not responsible for removal offsite and disposal of soft demolition waste. Ceiling heights were observed to be approximately 9 - 12 feet tall. All abatement locations are depicted on the asbestos abatement drawings provided in Appendix A.

The bidding abatement contractor should verify with the demolition design drawings for specific details prior to bidding. Following demolition of drywall with asbestos-containing joint compound in the abatement scope, the abatement contractor is to clean all studs rafters, joists, mechanical equipment, and any other vertical or horizontal items or surfaces in the work area where settled dust and/or debris could have conceivably accumulated. If batt insulation is present this material is to be presumed to have gathered asbestos-containing dust from demolition and disposed of as asbestos contaminated waste.

1. Removal and disposal of all drywall ceiling with asbestos-containing joint compound above non-asbestos-containing plaster.
 - a. Building 1 and Building 2 - 1,070 sq. ft.

Other Interior Materials - Light fixtures with asbestos-containing insulation were observed throughout Building 1 and Building 2. The light fixtures in their entirety are to be removed and disposed of as an asbestos-containing material including the mounting hardware. Some light fixtures are stored within the buildings and are no longer mounted to the ceiling. The Contractor is to dispose of these stored fixtures also.

Bidding Contractor: AAC LLC
Date: 9/14/2023

APPENDIX B: BID FORM

In addition, asbestos-containing Aircell pipe insulation and asbestos-containing hard fittings were observed on pipes throughout the buildings, including the crawlspace of Building 1 and the attic space in Building 1 and Building 2. These materials were also observed in the form of asbestos-containing debris in Area 9 (Boiler Room) and in the crawlspace of Building 1. Bags of stored asbestos-containing pipe insulation debris are also included in the scope of abatement. Interstitial spaces above ceilings and behind walls may also have pipe and fitting insulation, or other inaccessible ACMs. Contractor is to quantify, document with photos, catalogue, and abate all asbestos-containing Aircell pipe and fitting insulation beyond that which is included in the Thermal System Insulation (TSI) base bid scope of work. This additional cost to abate uncovered TSI will be addressed by the unit pricing included in ALTERNATE 1. Boiler insulation is also included in the scope of abatement in Area 9 of Building 1.

All known abatement locations are depicted on the asbestos abatement drawings provided in Appendix A.

1. Removal and disposal of all light fixtures with asbestos-containing insulation.
 - a. Building 1 and Building 2 - 36 light fixtures
2. Removal and disposal of all asbestos-containing Aircell pipe insulation and asbestos-containing hard pipe fittings.
 - a. Building 1, Main Floor - 20 lf.
 - b. Building 1, Area 9 - 70 lf.
 - c. Building 1 and Building 2, Attics - 75 lf.
 - d. Building 1, Crawlspace - 112 lf.
3. Removal and disposal of all asbestos-containing boiler insulation.
 - a. Building 1, Area 9 - 80 sq. ft.
4. Removal and disposal of all bagged asbestos-containing insulation debris.
 - a. Building 1, Area 9 and Building 3 - 4 Bags
5. Removal and disposal of all asbestos-containing insulation debris on concrete floor and horizontal surfaces.
 - a. Building 1, Area 9 - 150 sq. ft.
6. Removal and disposal of all asbestos-containing insulation debris and approximately 3" - 4" of asbestos-contaminated sand
 - a. Building 1, Crawlspace - 450 sq. ft. of pipe insulation debris and asbestos-contaminated sand.

Bidding Contractor: AAC, LLC

Date: 9/14/2023

APPENDIX B: BID FORM

Exterior/Roofing Materials - An asbestos-containing silver coating/paint is present within the built-up roofing and various asbestos-containing roof patch and repair materials are present throughout the different roof elevations on Building 1 and Building 2. The entirety of the built-up roofing systems on Building 1 and Building 2 is to be considered asbestos-containing. All three-dimensional roofing material is to be removed from the substrate if the material is to be removed from the wood sheathing. If a silver coating or patch/sealant material transitions up a parapet or other roof-mounted item, that affected parapet must be cut and removed/disposed, the roof-mounted item removed/disposed, or all three-dimensional material is to be scraped from the substrate.

In addition, Building 3 (Quonset Hut) has an asbestos-containing silver and black coating/paint on metal roofing panels included in the scope of abatement. The entirety of the asbestos-containing silver and black coating/paint and metal roofing/siding is to be disposed of as an asbestos-containing material. This material is also present as widespread debris around Building 3 and Building 4. Cleanup of this debris is included and will require removal from the surrounding asphalt, gravel and dirt surfaces. Gravel and dirt removal is included within the scope of abatement to ensure all asbestos-containing debris has been removed and disposed of properly. Cleanup of asbestos-containing debris from Building 4's roof is also included. The contractor is responsible for ensuring that any remaining contents within Building 3 and Building 4 are protected from potential contamination prior to commencing abatement activities.

1. Removal and disposal of all built-up roofing with asbestos-containing silver coating/paint and asbestos-containing roof patch and repair
 - a. Building 1 and Building 2 Roofs - 6,750 sq. ft.
2. Removal and disposal of all metal roofing/siding with asbestos-containing silver and black coating/paint.
 - a. Building 3 - 5,300 sq. ft.
3. Removal and disposal of all visible asbestos-containing silver coating/paint debris on metal roof.
 - a. Building 4 - 1,100 sq. ft.
4. Removal and disposal of all visible asbestos-containing silver coating/paint debris on asphalt.
 - a. Adjacent to Building 3 and Building 4 - 3,730 sq. ft.

Bidding Contractor: AAC, LLC
Date: 9/14/2023

City of Manzanita
Regulated Building Materials Abatement Scope of Work
Pre-Demolition Abatement - Multiple Buildings: 635 Manzanita Avenue, Manzanita, Oregon
August 18, 2023

APPENDIX B: BID FORM

5. Removal and disposal of all visible asbestos-containing silver coating/paint debris and approximately 2" - 3" of gravel/dirt.
a. Adjacent to Building 3 and Building 4 - 3,715 sq. ft.

Exterior Lead-Based Paint Stabilization

Stabilize approximately 365 sq. ft. of deteriorated exterior lead-based paint on Building 1 and Building 2's exterior window components and exterior door trim.

Non-ACM Regulated Materials

Removal and disposal of the following universal/electronic waste items from the structure:

- 4' Fluorescent Tubes - 20
- 8' Fluorescent Tubes - 20
- Ballasts - 40
- Compact Fluorescent Bulbs - 3
- Mercury Thermostats - 3

Base Bid Lump Sum, Not to Exceed Cost:

TWO HUNDRED THOUSAND AND SEVEN HUNDRED dollars. \$ 200,700.00

Total Number of Shifts: 15 - CALENDAR DAYS

Est. Number of Crew: 10 GUYS

Addenda:

Receipt of Addenda numbered 0 is hereby acknowledged.

Bidding Contractor: AAC, LLC

Date: 9/14/2023

APPENDIX B: BID FORM

Alternate 1 - Unit Pricing:

1. Add/deduct cost for removal and disposal of asbestos-containing floor tile, asbestos-containing black mastic, non-asbestos-containing carpet glue, and carpet:
\$ 3.50 per sq. ft.
2. Add/deduct cost for removal and disposal of asbestos-containing floor tile and asbestos-containing black mastic:
\$ 3.50 per sq. ft.
3. Add/deduct cost for removal and disposal of asbestos-containing floor tile, asbestos-containing black mastic, non-asbestos-containing glue, and various floor coverings:
\$ 4.50 per sq. ft.
4. Add/deduct cost for removal and disposal of drywall walls with asbestos-containing texture and asbestos-containing joint compound:
\$ 6.50 per sq. ft.
5. Add/deduct cost for removal and disposal of drywall walls with asbestos-containing joint compound behind non-asbestos-containing plaster:
\$ 7.00 per sq. ft.
6. Add/deduct cost for removal and disposal of drywall ceiling with asbestos-containing joint compound above non-asbestos-containing plaster:
\$ 7.00 per sq. ft.
7. Add/deduct cost for removal and disposal of light fixtures with asbestos-containing insulation:
\$ 5.00 per fixture
8. Add/deduct cost for removal and disposal of asbestos-containing Aircell pipe insulation and asbestos-containing hard pipe fittings:
\$ 15.00 per linear foot

Bidding Contractor: AAC, LLC

Date: 9/14/2023

APPENDIX B: BID FORM

9. Add/deduct cost for bagged asbestos-containing insulation debris:
\$ 30.00 per bag
10. Add/deduct cost for removal and disposal of asbestos-containing insulation debris on concrete floor and horizontal surfaces:
\$ 10.00 per sq. ft.
11. Add/deduct cost for removal and disposal of asbestos-containing insulation debris and approximately 3" - 4" of asbestos-contaminated sand:
\$ 4.00 per sq. ft.
12. Add/deduct cost for removal and disposal of built-up roofing with asbestos-containing silver coating/paint and asbestos-containing roof patch and repair:
\$ 6.50 per sq. ft.
13. Add/deduct cost for removal and disposal of metal roofing/siding with asbestos-containing silver and black coating/paint:
\$ 10.00 per sq. ft.
14. Add/deduct cost for removal and disposal of visible asbestos-containing silver coating/paint debris on metal roof:
\$ 3.00 per sq. ft.
15. Add/deduct cost for removal and disposal of visible asbestos-containing silver coating/paint debris on asphalt:
\$ 3.00 per sq. ft.
16. Add/deduct cost for removal and disposal of visible asbestos-containing silver coating/paint debris and approximately 2" - 3" of gravel/dirt:
\$ 4.00 per sq. ft.
17. Add/deduct cost for stabilization of deteriorating exterior lead-based paint:
\$ 3.00 per sq. ft.

Bidding Contractor: AAC, LLC
Date: 9/14/2023

APPENDIX B: BID FORM

18. Add/deduct cost for removal and disposal of 4' fluorescent tubes:
\$ 10.00 per tube
19. Add/deduct cost for removal and disposal of 8' fluorescent tubes:
\$ 10.00 per tube
20. Add/deduct cost for removal and disposal of ballasts:
\$ 20.00 per ballast
21. Add/deduct cost for removal and disposal of compact fluorescent bulbs:
\$ 10.00 per bulb
22. Add/deduct cost for removal and disposal of mercury thermostats:
\$ 25.00 per thermostat

Bids shall be submitted to Cove Built LLC using this bid form. Bids can be sent via email and should be addressed as follows:

Project: Pre-Demolition Abatement - Multiple Buildings: 635 Manzanita Avenue, Manzanita, Oregon

If bids are emailed, email to: jason@covebuilt.com

It is the contractor's responsibility to make sure the bids have been received.

Bids for this project are due on Friday, September 15, 2023, at 10:00am Pacific Time.

Name of Submitter: GILBERTO MARTINEZ

Signature: 

Bidding Contractor: AAC, LLC

Date: 9/14/2023



COUNCIL RESOLUTION No. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANZANITA, OREGON, ACTING AS THE LOCAL CONTRACT REVIEW BOARD AUTHORIZING THE CITY MANAGER TO EXECUTE AN EARLY WORK AMENDMENT TO THE COVE BUILT, LLC CMGC CONTRACT FOR HAZARDOUS MATERIALS ABATEMENT AND DEMOLITION OF STRUCTURES ON UNDERHILL PLAZA.

WHEREAS, the Manzanita City Council adopted findings authorizing the use of alternative contracting per ORS 279C.335(2) at its January 5, 2022; and

WHEREAS, the City of Manzanita conducted a formal Request for Proposals process; and

WHEREAS, on November 9, 2022, the City Council approved Resolution 22-14 authorizing the City Manager to execute a contract with Cove Built, LLC, an Oregon limited liability company, to perform the required scope of construction manager-general contractor (CM/GC) services for the City Hall Construction Project (the "Project"); and

WHEREAS, on June 7, 2023, the Manzanita City Council approved Resolution 23-07 authorizing Phase 2 of the City Hall Construction Project; and

WHEREAS, on July 5, 2023 the Manzanita City Council authorized the City Manager to execute a contract with G2 Consultants to provide the city of Manzanita with hazardous materials abatement consulting services for the abatement design;

WHEREAS, the CM/CG competitively bid the scope of work developed by G2 and provided the city with a bid for the hazardous materials abatement and demolition work in the amount of \$319,772.47.

Now, Therefore, the City Council of the City of Manzanita acting as the Local Contract Review Board resolves as follows:

Section 1: The City Council authorizes the City Manager to execute an Early Work Agreement with Cove Built, LLC (the CM/GC) in an amount not to exceed \$319,772.47 for the purpose of conducting the hazardous materials abatement and demolition of the existing structures on the Underhill Plaza for the purpose of constructing a new city hall.

Introduced and adopted by the City Council on **October 4, 2023**.

This resolution is effective on **October 4, 2023**.

Deb Simmons, Mayor

ATTEST:

Leila Aman, City Manager/ City
Recorder

**Amendment No. 2 to
INTERGOVERNMENTAL AGREEMENT
8965 Law Enforcement Services**

This is **Amendment No. 2 to Intergovernmental Agreement (IGA) No. 8965 ("Agreement")**, executed on December 15, 2021 between the State of Oregon, acting by and through its Oregon Parks and Recreation Department ("OPRD") and City of Manzanita ("City"), each a "Party" and together, the "Parties." This Amendment is effective upon execution and receipt of all approvals necessary for signing (Amendment Effective Date).

AMENDMENT

Parties agree that Agreement is hereby amended as set forth below:

- I.** Section 2: Purpose is amended as follows [new language is indicated by **underlining and bold**]:

The purpose of this Agreement will be for City to provide law enforcement services and **code enforcement services** to the Nehalem Bay State Park and Oswald West State Park located near the City of Manzanita, Oregon as described in Exhibit A, Statement of Work.

- II.** Section 3: Effective Date and Duration is amended as follows [new language is indicated by **underlining and bold** and deleted language is indicated by ~~striketrough~~]:

This Agreement is effective after all necessary approvals have been obtained or on the date of the last signature, whichever is later (Effective Date), and terminates on ~~July 15, 2025~~, **June 30, 2028** unless terminated earlier in accordance with Section 16.

- III.** Exhibit A, Statement of Work, Section 1. Background is amended as follows [new language is indicated by **underlining and bold**]:

Nehalem Bay State Park and Oswald West State Park are located near the City of Manzanita. The purpose of this Agreement will be for OPRD to secure law enforcement **and code enforcement services** from the City of Manzanita (City) to assist OPRD park rangers with the enforcement of Oregon Administrative Rules **and to permit code enforcement personnel to enforce day use fees**. Services will be provided at the state parks as previously mentioned. This Agreement also allows City officers **and code enforcement** to legally access OPRD properties and to enforce laws of the State that they otherwise have independent authority to enforce when they are lawfully on OPRD property.

THE PARTIES, by execution of this Amendment No. 2, hereby acknowledge that their signing representatives have read this Agreement, as amended, and agree to be bound by its terms and conditions. Except as expressly amended above, all other terms and conditions of Agreement are still in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the dates set forth below.

**STATE OF OREGON, acting by and through its
Oregon Parks and Recreation Department**

City of Manzanita

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____