



CITY OF MANZANITA

P.O. Box 129, Manzanita, OR 97130-0129
Phone (503) 368-5343 | Fax (503) 368-4145 | TTY Dial 711
ci.manzanita.or.us

COUNCIL REGULAR SESSION

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

AGENDA **updated**

November 6, 2024
06:00 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/81822216500?pwd=iCiia43653lQuIOblAEYhflhYkj4wx.1>

Meeting ID: 818 2221 6500 Passcode: 4531 13

Call in number: +1 253 215 8782

If you would like to submit written testimony to the City Council on items included on the agenda, please send your comments to cityhall@ci.manzanita.or.us and indicate the agenda item and date of meeting.

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

1. CALL TO ORDER (6:00 p.m.)

2. AUDIENCE PARTICIPATION

Comments must be limited to city business topics that are not on the agenda. A topic may not be discussed if the topic record has been closed. All remarks should be directed to the whole Council. The presiding officer may refuse to recognize speakers, limit the time permitted for comments, and ask groups to select a spokesperson. **Comments may also be submitted in writing before the meeting, by mail, e-mail (to cityhall@ci.manzanita.or.us), or in person to city staff**

3. CONSENT AGENDA

Consent items are not discussed during the meeting; they are approved in one motion and any Council member may remove an item for separate consideration.

A. Approval of Minutes

- a. October 09, 2024, Regular Session
- b. October 16, 2024, Work Session
- c. October 22, 2024, Budget Work Session

B. Approval of Bills

4. INFORMATION

- A.** City Manager Report
Leila Aman, City Manager

- B.** Update Ballot Measure 29-179 Results
Kathryn Stock, Mayor

- C.** Code Enforcement Update
Mike Sims, Police Sergeant
Max Halverson, Code Enforcement Officer

5. NEW BUSINESS

- A.** Classic Street Connection Project Engineering Contract
Leila Aman, City Manager

- B.** Budget Committee Appointment of Council Member and Budget Committee Member
Nina Crist, Accounting Manager

6. OLD BUSINESS

- A.** City Logo Approval
Leila Aman, City Manager

- B.** Amendment to Guaranteed Maximum Price Contract with Cove Built LLC (Solar)
Leila Aman, City Manager

- C.** Ordinance 24-05 – Reducing the Speed Limit to 20 Miles Per Hour in Residence Districts within the City of Manzanita
Mike Sims, Police Sergeant

- D.** Ordinance 24-06 – Amending Section 1, Section 4(B), Section 4(I), Section 5(A) and Section 5(B) of Ordinance 10-03 Establishing Rules and Regulations Relating to Short-Term Rentals
Leila Aman, City Manager

7. COUNCIL UPDATES

8. ADJOURN (8:00)

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

The city is committed to providing equal access to public meetings. To request listening and mobility assistance services contact the Office of the City Recorder at least 48 hours before the meeting by email at cityhall@ci.manzanita.or.us or phone at 503-812-2514. Staff will do their best to respond in a timely manner and to accommodate requests. Most Council meetings are broadcast live on the ci.manzanita.or.us/broadcast.



City of Manzanita

MEMORANDUM

To: City Council

Date Written: November 1, 2024

From: Leila Aman, City Manager

Subject: **November 6, 2024, City Council Regular Session**

4. INFORMATION

B. UPDATE BALLOT MEASURE 29-179

Mayor Kathryn Stock will provide an update on the outcome of Measure 29-179.

C. CODE ENFORCEMENT UPDATE

Code Enforcement Officer Max Halverson will provide a summary report of Code Enforcement activities over the last year.

5. NEW BUSINESS

A. CLASSIC STREET CONNECTION PROJECT ENGINEERING CONTRACT

The City Issued a Request for Proposals for Engineering services on August 1, 2024 and received three proposals that were responsive to the criteria. A Selection Committee reviewed each proposal independently and scored based on the criteria set forth in the RFP. Interviews were conducted with each firm. Windsor Engineering received the highest score and a Notice of Intent to Award the contract to Windsor Engineering was posted on September 19, 2024. There were no protests received by the city. On September 30th the City Manager began negotiations with Windsor Engineering and reached mutually agreeable terms to accomplish the scope of work necessary to design the Classic Street Improvements. City Council is asked to approve a Resolution approving the Professional Design Services Contract and delegate authority to the city manager to enter into a contract with Windsor Engineering in an amount not to exceed \$482,700. The proposed contract and exhibits are included in the packet. Per the City's Contract with Oregon Business Development Department (OBDD) for the funding of the project the Contract has been reviewed and approved by OBDD staff.

B. BUDGET COMMITTEE APPOINTMENT OF COUNCIL MEMBER AND BUDGET COMMITTEE MEMBER

Staff will be requesting Council to appoint a Council member and a member of the Budget Committee to serve on a selection committee for Budget Committee appointments. Two terms expire in March 2025.

6. OLD BUSINESS

A. CITY LOGO APPROVAL

Staff will present the findings from a community survey to select a bird for the new city logo. Council will be asked to make a motion to approve the new logo.

B. AMENDMENT TO GUARANTEED MAXIMUM PRICE CONTRACT WITH COVE BUILT LLC (SOLAR)

See Staff Report .

C. ORDINANCE 24-05 – REDUCING SPEED LIMITS IN RESIDENTIAL AREAS IN THE CITY LIMITS (20 IS PLENTY)

See staff report.

D. ORDINANCE 24-06 - HOUSEKEEPING AMENDMENTS TO ORDINANCE 10-03 RULES AND REGULATIONS RELATING TO SHORT TERM RENTALS

See staff report.

CITY OF MANZANITA
OCTOBER 9, 2024
CITY COUNCIL REGULAR SESSION

1. CALL TO ORDER: The meeting was called to order on October 9, 2024, at 6:00pm at the Pine Grove Community Center by Mayor Kathryn Stock.

Roll: Council members present: Kathryn Stock, Jerry Spegman, Brad Hart, and Tom Campbell. Council members present via Zoom: Linda Kozlowski. Staff present: City Manager Leila Aman, Sergeant Mike Sims, Police Officer John Garcia, and Assistant City Recorder Nancy Jones. Staff Present via Zoom: Accounting Manager Nina Crist, and Hatfield Fellow Cody Aucoin. Panelist's present: Tillamook County Commissioner Mary Faith Bell, Executive Director of Tillamook Coast Visitors Association Nan Devlin. Panelist's present via Zoom: Klash Group Jessie Steiger

2. AUDIENCE PARTICIPATION: There were 8 people in attendance, 6 attended via zoom, 21 attended via website. There was one public comment.

3. CONSENT AGENDA:

- A. APPROVAL OF MINUTES –
 - a. September 04, 2024, Regular Session
 - b. September 11, 2024, Work Session

B. APPROVAL OF BILLS FOR PAYMENT

A motion was made by Campbell, seconded by Spegman, to approve the consent agenda that included approval of the September 04, 2024, Regular Session Minutes; September 11, 2024, Work Session Minutes; Approved payment of bills and all subsequent bills subject to approval by the Mayor or Council President and City Manager; Motion passed Unanimously.

4. INFORMATION:

A. City Manager Report - City Manager Leila Aman

- City Manager Leila Aman reported that the city received a preliminary finding about the city's audit and announced that it was a stellar report. She said that this extraordinary accomplishment is directly related to Accounting Manager Nina Crist. It is expected to present the final audit report to the council in December.

- The city is in the process of negotiating a contract with an engineering firm for the Classic Street project. Once the contract has been finalized, it will be presented to the council for approval.

-Aman announced that Public Works Director Dan Weitzel has accepted a position as a Fire Captain at the Nehalem Bay Fire Station. She said that Weitzel will stay on city staff as an hourly

employee to assist in transitioning duties and water licensing requirements. She announced that Rick Rempfer will be promoted to Public Works Director effective November 1st.

- Aman spoke about the new city hall building project. She announced that construction is still on schedule, is within budget and maintains a health contingency. She specified that the temporary roof should be in place by the end of the month, the final roof should be installed by mid-November, and the framing should be completed by mid-December, leaving the building dry. She reported that the design work for solar on the building has been completed and is currently out to bid.

- Aman shared updated information and community involvement opportunities that is listed on the city's website: Community Summit on Oct 28th at 5:30pm at the Pine Grove; Comprehensive Plan website link; Envision Manzanita Comprehensive Plan Community Conversation survey; Water rate study information, frequently asked questions and fact sheet; Nehalem Bay State Park GO Bond project link; Vote for your choice of the bird that will be on the city's new logo.

B. Tillamook County Transient Lodging Tax Increase Proposal – Tillamook County Commissioner Mary Faith Bell

Tillamook County Commissioner Mary Faith Bell provided an overview of a proposal that will increase the Transient Lodging Tax (TLT) from ten to fifteen percent. She reported that if the Tillamook County Commissioners move forward with this proposal, it will be on the ballot in May for voters to decide on. She communicated that if this proposal goes to the voters, and it passes, the revenue generated will be spent on public safety.

C. Manzanita Off Season Tourism Grant Kickoff – Executive Director of Tillamook Coast Visitors Association Nan Devlin

Executive Director of Tillamook Coast Visitors Association Nan Devlin spoke about the Off-Season Marketing Grants that are available for local businesses. The city of Manzanita has allocated \$20,000 to support off-season tourism this fiscal year and businesses can apply for a grant up to \$2,000. Acceptance of this year's marketing grant applications began October 1st and will end December 1st. Devlin shared information about a Tourism Facility Grant that is funded by the county. This grant has allocated \$400,000 with a maximum request of \$75,000. Acceptance of the facilities grant applications began on October 1st and will conclude on December 15th. She spoke about updated software that makes it easier for businesses to submit applications through their website. Please visit tillamookcoast.com/grant to apply for the off-season business grants.

5. OLD BUSINESS:

A. Planning Commission Applicant Criteria – Councilor Tom Campbell and Hatfield Fellow Cody Aucoin

Hatfield Fellow Cody Aucoin presented information on the Planning Commission selection process. He stated that there are three open seats with four-year terms, ending December 2028. He presented the selection criteria, the application form and spoke about the timeline. He reported that interviews are planned to be held between November 11th and 15th and new appointments will occur at the regular session on December 4th. The selection committee will

consist of Councilor Tom Campbell, Planning Commission Chair Karen Reddick Yurka and city designee Cody Aucoin. The deadline for application submission is November 1, 2024, at 4pm.

A motion was made by Hart to accept the Criteria for the Planning Commission Selection Committee. Seconded by Spegman; Motion passed Unanimously.

B. Ordinance 24-05 – Reducing the Speed Limit to 20 Miles Per Hour in Residence Districts within the City of Manzanita – Police Sergeant Mike Sims

Police Sergeant Mike Sims provided a history of the actions and discussions of the 20 is plenty Ordinance proposal. He communicated that enforcement of the new speed limit will not be in effect until new signs have been posted. For residents that want to post yard signs on their property as a deterrent, the city will provide three variations at the next council meeting.

A motion was made by Campbell to accept the First Reading of Ordinance 24-05 Reducing the Speed Limit to 20 Miles Per Hour in Residence Districts Within the City of Manzanita. Seconded by Spegman; Motion passed Unanimously.

C. Ordinance 24-06 – Amending Section 1, Section 4(B), Section 4(I), Section 5(A) and Section 5(B) of Ordinance 10-03 Establishing Rules and Regulations Relating to Short-Term Rentals – City Manager Leila Aman

City Manager Leila Aman asked for a first reading of Ordinance 24-06. She said that this ordinance will amend four items from Ordinance 10-03. She shared the updates as it relates to dark skies, changing due dates for periodic inspections and renewals, and Short-Term Rental signage.

A motion was made by Hart to accept the Second Reading of Ordinance 24-06 Amending Section 1, Section 4(B), Section 4(I), Section 5(A) and Section 5(B) of Ordinance 10-03 Establishing Rules and Regulations Relating to Short Term Rentals. Seconded by Kozlowski; Motion passed Unanimously.

6. NEW BUSINESS:

A. Amendment to Guaranteed Maximum Price Contract with Cove Built LLC – City Manager Leila Aman

The Klosh Group Jessie Steiger presented a change order for the new construction of city hall. She explained seven upgrades to the project and provided the final prices of each item for a grand total of \$131,771.04.

A motion was made by Hart to accept Resolution 24-18 Approving a Guaranteed Maximum Price Amendment to the Cove Built LLC GMGC Contract, Authorizing the City Manager to Execute the Guaranteed Maximum Price Amendment for Approved Change Order Related to the Construction of the Manzanita City Hall Project. Seconded by Campbell; Motion passed Unanimously.

B. Contract Approval with Oregon Business Development Department for \$2,709 Million for the Classic Street Connection Project – City Manager Leila Aman

City Manager Leila Aman spoke about the execution of a grant contract with Oregon Business Development in the amount of \$2,709 million dollars for Classic Street improvements. She explained the reimbursement and legislative appropriation processes and asked council to approve Resolution 24-19. She said that the project is expected to be completed by December 2025.

A motion was made by Spegman to accept Resolution 24-19 Authorizing a Grant Agreement with Oregon Business Development Department (OBDD) for a Grant in the Amount of \$2,709 Million Dollars and Delegating Authority to the City Manager to Execute the Contract with OBDD. Seconded by Campbell; Motion passed Unanimously.

C. Approval of Direct Responsible Charge (DRC) Operation Position and Resolution Adopting Salary Range for DRC Operator – City Manager Leila Aman

City Manager Leila Aman explained the water department staffing changes in response to Dan Weitzel accepting a position as Fire Captain with the Nehalem Bay Fire Station. She said that Weitzel is currently the Direct Responsible Charge Operator (DRC) for the well system and water treatment facility. She explained that the well system is subject to an Intergovernmental Agreement (IGA) with Wheeler and since Wheeler owns the water right and Manzanita owns the infrastructure, Manzanita is responsible to provide the DRC position. Rick Rempfer will be promoted to Public Works Director and is eligible to be certified as the DRC within a year. Weitzel will stay on staff as the Direct Responsible Charge Operator (DRC) and will be paid on an hourly basis until Rempfer completes the certification process for the well system. At that time, Weitzel will be a contracted DRC for the distribution system of the water treatment plant.

A motion was made by Hart Accepting the New Job Description for Direct Responsible Charge Water Operator (DRC). Seconded by Campbell; Motion passed Unanimously.

A motion was made by Campbell to accept Resolution 24-20 Approving Salary Range for Direct Responsible Charge Operator for Fiscal Year 2024-2025. Seconded by Hart; Motion passed Unanimously.

7. COUNCIL UPDATES:

Council members took turns sharing information and updates of what they were involved in for the month.

8. INFORMATION AND ADJOURN:

- The next Planning Commission meeting is scheduled for October 14, 2024, at 4pm.
- Manzanita Municipal Court will be held October 11, 2024, at 1:30pm and is open to the public.

Mayor Stock adjourned the meeting at 8:11PM.

MINUTES APPROVED THIS

6th Day of November, 2024

Kathryn Stock, Mayor

Attest:

Leila Aman, City Manager

CITY OF MANZANITA
OCTOBER 16, 2024
CITY COUNCIL WORK SESSION

1. CALL MEETING TO ORDER: The meeting was called to order on October 16, 2024, at 2:02pm via Zoom by Mayor Kathryn Stock.

ROLL: Members present: Kathryn Stock, Linda Kozlowski, Jerry Spegman, Brad Hart, and Tom Campbell. Staff present: Accounting Manager Nina Crist, Hatfield Fellow Cody Aucoin, and Assistant City Recorder Nancy Jones. City Manager Leila Aman was absent and excused. Panelist present: Comprehensive Plan Public Advisory Steering Committee Chair Linda Kuestner.

2. Quarterly Water Rate Study Discussion - Mayor Kathryn Stock

Mayor Kathryn Stock provided an overview of the quarterly water rate study that was presented at the last work session and encouraged everyone to watch the September 11th meeting for more in-depth facts about this topic. She stated that Ballot Measure 29-179 will be decided by the voters at the November elections. This measure will determine whether the water billing cycle will remain monthly or return to quarterly. A “yes” vote reaffirms councils’ decision for monthly water billing, a “no” vote rejects the council decision and will revert water billing back to quarterly. She reported that if the majority vote results in “yes”, nothing will change. If the majority vote results in “no”, council will need to decide on two billing options at the next regular session. Option one, triple the base rate and use existing consumption rates for tiers, which achieves 91% of the budget. Option two, adjust the base rate and create new consumption rates for new tiers, which achieves 95% of the budget. Each councilor shared their opinion on which option they would choose, a consensus of council chose option two.

3. Manzanita Comprehensive Plan Public Advisory Steering Committee (PASC) introduction – Hatfield Fellow Cody Aucoin, PASC Chair Linda Kuestner

Comprehensive Plan Public Advisory Steering Committee (PASC) Chair Linda Kuestner spoke about the PASC committee roles and introduced the committee members. She stated that the committee’s primary roles and responsibilities are to advise the project team and lead community engagement. She communicated that the current focus is on community engagement where they will gather community feedback, provide project information to the community and act as liaisons for local businesses. She encouraged the community to invite a PASC representative to speak to a group or have one-on-one conversations. She presented the Envision Manzanita Comprehensive Plan website link listed on the city’s website and asked everyone to complete the online survey.

4. Adjourn: Mayor Stock adjourned the meeting at 3:04pm.

MINUTES APPROVED THIS
6th Day of November 2024

Kathryn Stock, Mayor

Attest:

Leila Aman, City Manager

City Council Work Session

October 16, 2024

Page 1 of 1

CITY OF MANZANITA
OCTOBER 22, 2024
BUDGET COMMITTEE WORK SESSION

1. CALL MEETING TO ORDER: The meeting was called to order by Chair Jim Dopp at 10:01am on October 22, 2024, via Zoom.

ROLL: Members present: Kathryn Stock, Linda Kozlowski, Jerry Spegman, Brad Hart, Tom Campbell, Jim Dopp, Kit Keating, Joy Nord, and Jeffery Sonshine. Chip Greening was absent and excused. Staff Present: City Manager Leila Aman, Accounting Manager Nina Crist, Hatfield Fellow Cody Aucoin and Assistant City Recorder Nancy Jones.

2. Accounting Manager Update: Accounting Manager Nina Crist shared a departmental update and spoke about the audit for fiscal year (FY) 2023/2024 and reported that it went very well. She revealed there were no journal entries to report and disclosed one finding which is segregation of duties. She communicated that the Short-Term Rentals department is in its second quarter of accepting quarterly returns through Xpress bill pay. Crist will also begin a certification program with the Government Financial Officers Association (GFOA)

3. FY 2024/2025 First Quarter Financial Review: Accounting Manager Nina Crist provided a financial update on fiscal year (FY) 2024/2025 first quarter (July, August, September). She presented percentage breakdowns and details of the general fund revenue from collections, revenue from other agencies, and professional services. She spoke about FY 2023/2024 and FY 2024/2025 Transient Lodging Tax revenue comparisons and explained revenue received from fiscal year versus billing in a calendar year.

4. Internal Controls Project Review: Accounting Manager Nina Crist spoke about the importance of having internal controls and specified that it helps protect resources, ensure accuracy, and complies with regulations. She said that Grand Peaks was hired as the city's financial consultant, and it was decided to prioritize internal controls. She spoke about the internal control framework and announced that this project will be a three-phase approach with a total duration of twelve to eighteen months. In phase one, Grand Peaks will assess and document the city's current internal controls for accounts receivable, cash disbursements, month end, payroll and procurements. In phase two Grand Peaks will develop documentation and procedures based on the responses provided by the city on current controls. In phase three Grand Peaks will perform a walk-through and testing/training with staff on the procedures that have been developed.

5. Interest Allocation/Financial Policy Update: Accounting Manager Nina Crist stated that due to the fluctuation of interest percentages, the city budgets earned interest conservatively. She said that interest is accrued on interest bearing accounts based on the end of day balance on the last day of the month. Crist presented an interest allocation model and explained the different funds appropriated interest.

6. Second Quarter Budget Committee Work Session Preview: Accounting Manager Nina Crist outlined next quarter’s budget meeting schedule and asked the committee for any questions or suggestions.

7. Adjournment: Chair Jim Dopp adjourned at 10:41am

**MINUTES APPROVED THIS
6th Day of November 2024**

Jim Dopp, Budget Committee Chair

Attest:

Leila Aman, City Manager

BILLS FOR APPROVAL OF PAYMENT

From 10/01/2024 - 10/31/2024

VENDOR	TOTAL	ADMIN	POLICE	BLDG	COURT	PARKS	CH EXP	ROADS	Visitors Center	WATER
WA. FEDERAL (VC NOTE)	\$25,433.76								\$25,433.76	
ZUMAR (ROAD SIGNS)	\$1,383.50							\$1,383.50		
TOTALS	\$293,984.65	\$54,095.03	\$4,498.98	\$4,198.46	\$3,924.43	\$170.92	\$151,973.89	\$3,519.19	\$30,125.19	\$41,478.56

DESIGN PROFESSIONAL SERVICES AGREEMENT

Between

CITY OF MANZANITA

And

WINDSOR MEP ENGINEERS, LLC dba Windsor Engineers

Contract No. _____

This Design Professional Services Agreement (“Agreement”) is made by and between the City of Manzanita (“Owner”) and **Windsor MEP Engineers, LLC dba Windsor Engineers** (“Consultant”) for Engineering (“Services”) on Classic Street Road, Water, and Stormwater Improvements (“Project”). The parties agree as follows:

CONSULTANT DATA

Consultant attests that it is an independent contractor solely responsible for the work performed under this Agreement. Consultant, its subconsultants, employees, and agents shall not be deemed employees of Owner. Consultant shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for Services under this Agreement.

Full Business Name: Windsor MEP Engineers, LLC dba Windsor Engineers

Address: 27300 NE 10th Avenue

Owner, State, ZIP: -Ridgefield, WA, 98642

Business Telephone: 360-903-9281

Facsimile: N/A

Email: TTormanen@WindsorEngineers.com

Federal Tax Identification Number (“TIN”) or Social Security Number (“SSN”): 83-1414888

Consultant must submit a completed “Request for Taxpayer Identification Number and Certification” (Form W-9) with this signed Agreement. Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Consultant.

Consultant certifies under penalty of perjury that Consultant is a

- Sole Proprietor
- Partnership
- Corporation
- Other [describe: _____]
- Limited Liability Company

TERMS AND CONDITIONS

1. Initial Project Information.

a. Project Description: Preliminary Design, Geotechnical Analysis, Design Services, Landscape Architecture, and Bid & Construction Services for the Classic Street Road, Water, and Stormwater Improvements Project

b. Construction Cost Budget – See Exhibit C

1. Engineering Services Compensation Cap: The maximum amount of compensation to be paid to Consultant by Owner under this Agreement, including reimbursable expenses is as follows: \$482,700. If consultant exceeds this compensation cap, it does so at its own risk.

c. Scheduled Construction Commencement and Completion:

d. Consultant's Project Team: See Exhibit F

e. The Agreement consists of these Terms and Conditions and the following Exhibits:

Exhibit A: Scope of Services

Exhibit B: Project Narrative

Exhibit C: Engineering Services Budget

Exhibit D: Project Schedule

Exhibit E: Owner Request for Proposals

Exhibit F: Project Team

Exhibit G: Fee Schedule

Exhibit H: Insurance Requirements

2. Consultant's Duties.

a. Consultant Representative. Consultant shall identify a representative authorized to act for Consultant on Project. Owner has the right to review and approve any representative proposed by Consultant, which approval shall not be unreasonably withheld. Consultant shall not appoint a representative to whom Owner has reasonably and timely objected. Consultant shall not substitute representatives without Owner's review and approval. Consultant acknowledges that this Agreement was awarded in part on the basis of the unique background and abilities of the key personnel and subconsultants identified by Consultant. Consultant shall not remove, re-assign, or replace key personnel without Owner's prior written consent.

b. Subconsultants. Consultant shall identify by firm, name, and title, the primary subconsultants who will perform Services under this Agreement. Consultant shall not engage or assign any person or entity to whom Owner has made a reasonable and timely objection. Owner has the right to review and approve any subconsultant substitutions proposed by Consultant. Owner shall not unreasonably withhold its review and approval of these substitutions. Upon Owner request, Consultant shall promptly provide copies of Consultant's agreements with subconsultants.

- c. Conflicts. Consultant represents that Consultant has no existing interest and shall not acquire any interest, direct or indirect, that would reasonably appear to interfere in any manner or degree with the performance of Services under this Agreement and that Consultant shall employ no person having such interest.
- d. Insurance. Before beginning Services, Consultant shall obtain and maintain for the duration of this Agreement all insurance coverages listed in Exhibit H (Insurance Requirements). Maintenance of insurance coverage is a material element of this Agreement and Consultant's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated as a material breach.

3. Scope of Consultant's Services.

- a. Legal and Policy Compliance. Consultant shall provide the Services described in detail in Exhibit A in accordance with the terms of this Agreement, federal, state, or local law or ordinance, and applicable Owner rules, policies, and administrative directives. Consultant shall provide Services so that Project will be completed as expeditiously and economically as possible within the total budgeted cost to Owner and in Owner's best interests.
- b. Standard of Care. Consultant shall perform Services consistent with the professional skill and care ordinarily provided by engineers practicing in the same or similar locality under the same and similar circumstances. Consultant shall be responsible to Owner for all Services provided whether provided by Consultant or by subconsultants it engages.
 - 1. Consultant represents that all persons or entities providing Services under this Agreement shall be licensed as may be required by Oregon law.
 - 2. Consultant shall rely on its professional judgment as to the accuracy and completeness of Owner-provided services and information. Consultant shall provide prompt written notice to Owner if Consultant becomes aware of any material deficiencies, errors, omissions, or inconsistencies in Owner services or information or if in Consultant's opinion the Construction Cost Budget will not be sufficient to complete the construction as programmed.
- c. Time is of the Essence. Time is of the essence in the performance of this Agreement. Consultant shall not be responsible for delay in performance to the extent those delays are caused by circumstances beyond Consultant's reasonable control.
- d. Additional Services. Consultant shall perform only the Services authorized by this Agreement. "Additional Services" (as defined in Exhibit A) will be compensated only as authorized in writing by Owner. Owner will not pay for Additional Services made necessary by Consultant or any subconsultant mistakes.
- e. Approvals; Permits. Consultant represents that it and its subconsultants have expertise and working knowledge of the applicable approval and permit application requirements of any governmental jurisdiction and shall be responsible to provide Services in the form and at the time required to obtain such approvals or permits. To the extent required by Exhibit A, Consultant shall assist Owner in preparing and submitting any such applications and will execute such applications on Owner's behalf. Consultant shall not execute such documents for Owner.
- f. Independent Contractor. Consultant shall perform all Services as an independent contractor. Although Owner reserves the right to set the delivery schedule for Services and to evaluate quality of completed Services, Owner cannot and will not control the means and manner of Consultant's performance. Consultant is responsible to determine the appropriate means and manner of performing the Services.

Consultant, Consultant's employees, and any subconsultants are not "officers, employees, or agents" of the State of Oregon or Owner (as those terms are used in ORS 30.265) and shall have no authority to bind Owner for the payment of any cost or expense without Owner's express written approval.

- g. **Other Service Providers.** Owner reserves the right to enter into other agreements for work additional or related to Project, and Consultant agrees to cooperate fully with these other contractors and with Owner personnel. When requested by Owner, Consultant shall coordinate its performance under this Agreement with such additional or related work. Consultant shall not interfere with the work performance of any other contractor or Owner employees.

4. Owner's Duties.

- a. **Written Information.** Unless otherwise provided for under this Agreement, Owner shall provide written information related to Project requirements and limitations. This information may include Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.
- b. **Owner Representative.** Owner shall identify a representative authorized to act on its behalf on all Project matters. Owner Representative will have the sole authority to make decisions for Owner under this Agreement.
- c. **Other Consultants.** Owner shall coordinate the services of its own consultants with Consultant's Services. Upon Consultant's request, Owner shall furnish copies of the scope of services in the contracts between Owner and Owner's consultants.
- d. **Surveys, etc.** Upon request, Owner shall provide surveys or other property descriptions to describe physical characteristics, legal limitations and utility locations for the Project site, and a written legal description of the site. The surveys and legal information will include, as applicable, grades and center lines of streets, alleys, pavements, and adjoining property and structures; locally designated floodplain; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, and public utility easements; encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and necessary data with respect to existing buildings, other improvements, and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. Consultant shall promptly review the information and notify Owner of corrections or additions required.
- e. **Site Access.** Owner shall provide Consultant access to the Project site before Services begin and shall cause Owner contractors to provide Consultant access to their work wherever it is in preparation or progress.

5. Drawings, Specifications, and Other Documents.

- a. **Instruments of Service.** Instruments of service ("Instruments of Service") include drawings, specifications, and other documents, including those in electronic form, prepared by or on behalf of Consultant for Owner's use with respect to Project. Consultant will be deemed the author and owner of the Instruments of Service and may retain all common law, statutory, and other reserved rights, including copyrights.
- b. **Authorized Use.** Consultant grants to Owner a nonexclusive, irrevocable, and perpetual license to use and reproduce Consultant's Instruments of Service for purposes of constructing, using, and maintaining Project. Consultant will obtain similar nonexclusive, irrevocable, and perpetual licenses from Consultant's subconsultants consistent with this Agreement. All copies, including those in electronic form, of drawings, specifications, or other Instruments of Service provided to and retained by Owner

under this Agreement will be the property of Owner, and Owner may use them without Consultant's further authorization for any proper purpose relating to Project, including but not limited to additions to or completion of Project. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with Project does not constitute a publication in derogation of Consultant's reserved rights. If and upon the date Consultant is in default of this Agreement, the foregoing license shall be supplemented by a second, nonexclusive license permitting Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections, or additions to the Instruments of Service solely for purposes of completing, using, and maintaining Project. Notwithstanding any other provision of this Section 5, Instruments of Service may be continuously used for construction of Project until Project is complete, regardless of any dispute between the parties, including without limitation any dispute for payment.

- c. Changes; Unauthorized Use. Consultant is not responsible for changes to Instruments of Service made by others without Consultant's knowledge and authorization. Any unauthorized use of the Instruments of Service will be at the user's sole risk and without liability to Consultant. Owner's use or distribution of the Instruments of Service for any purpose other than a purpose authorized under this Agreement will be at Owner's risk, and subject to the limitations of the Oregon Constitution and the Tort Claims Act, Owner agrees to indemnify and hold harmless Consultant, its principals, employees, and subconsultants from and against claims, damages, losses, and expenses for personal injury or death or damages to property arising out of or resulting from Owner's unauthorized use of the Instruments of Service.
- d. Records Maintenance. Consultant shall maintain complete and accurate records of all Services performed and all documents produced under this Agreement, and all records pertinent to this Agreement, for six years after completion or abandonment of Project, or such longer period as may be required under applicable law. Consultant shall maintain Project-related accounting records and documents, and any other financial data, in accordance with generally accepted accounting practices in the industry. Consultant shall make these records available to Owner upon reasonable notice, including for audit purposes. Upon Owner's request, Consultant shall submit exact duplicates of originals of all requested records to Owner.
- e. Delivery of Project Records. Upon Owner's written request or following the termination of this Agreement for any reason and at no cost to Owner, Consultant shall promptly deliver to Owner all Project records, including all administrative documents produced, compiled, or maintained by Consultant as a part of the Services provided for Project, including the following:
 1. One reproducible hard copy set of the construction and permit documents, including the bidding requirements, specifications, and cost estimates for Project;
 2. One set of fixed image CADD files of the drawings that comprise the construction and permit documents;
 3. One set of non-fixed image CADD drawing files of the site plans and other drawings included in the construction documents for the, Project; and
 4. All final or draft studies, reports, calculations, drawings, maps, models, photographs, technology data, and documents prepared by Consultant under this Agreement.

6. Term and Termination.

- a. Start and End Dates. This Agreement becomes effective on the date of the last authorized signature below. Unless earlier terminated as provided below, this Agreement shall continue through December 31, 2025.
- b. Termination for Convenience. Owner may terminate the Agreement at any time for its convenience. If Owner terminates for convenience, Consultant may invoice Owner and Owner shall pay all undisputed invoice(s) for Services performed until Owner's notice of termination.
- c. Termination for Cause. Either party may terminate this Agreement in the event of a material breach by the other. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party fails to cure the breach within 15 days of the date of the notice, the non-breaching party may terminate this Agreement at any time thereafter by giving a written notice of termination.
- d. Other. Except as indicated in this Section, termination will have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring before the effective date of such termination.

7. Payments.

- a. Monthly Invoices. Consultant shall provide Owner with monthly invoices detailing Services rendered and reimbursable expenses incurred in the preceding month. Invoices shall include itemization of all approved Agreement amendments whether or not they are currently being billed. Consultant expressly waives any right to additional payment for any Services in the absence of Owner's written authorization or request.
- b. Payment Method. Upon work completion and acceptance, invoice approval, and according to this Agreement's Terms and Conditions, Owner shall pay Consultant for Services rendered and for reimbursable expenses authorized under this Agreement net 30 days. Owner shall make no deductions from Consultant's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors or on account of the cost of construction changes other than those for which Consultant is liable.
- c. Reimbursables. Upon Owner request, Consultant shall provide to Owner all records of reimbursable expenses, expenses pertaining to a change in Services, and any Services performed on the basis of hourly rates or expense shall be available to Owner or Owner Representative at mutually convenient times. Consultant shall save these records for at least three years after final payment.
- d. Errors and Omissions; Fee Adjustments. Owner will not pay for any change order fee increases due to Consultant's errors or omissions. Consultant shall perform such additional services as may be necessary to correct errors and omissions in the Services required under this Agreement without undue delay and without any additional compensation from Owner. Regardless of the structure of Consultant's fee, the fee may be adjusted downward if, in accordance with this Agreement, Owner reduces the Services to be provided under this Agreement.
- e. Non-Appropriation; Adequate Funding. Owner is prohibited from contracting for Services for which it has not received appropriated funds. If payment for Services under this Agreement extends into Owner's next fiscal year, Owner's obligation to pay for such work shall be subject to approval of future Board appropriations to fund this Agreement. Moreover, continuation of this Agreement at specified levels is specifically conditioned on adequate funding under Owner's budget adopted in June of each

year. Owner reserves the right to adjust the level of Services provided for in this Agreement in accordance with funding levels adopted by Owner's Board of Directors.

8. Indemnification. Consultant shall defend, indemnify and hold harmless Owner, the State of Oregon, and their respective consultants, councilors, officers, directors, officials, employees, agents, representatives, and volunteers (the "Indemnitees") for, from, and against any and all loss, claims, actions, liability, damage, demands, claims, costs, and expenses (including reasonable attorney and expert fees) caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of Consultant or its officers, agents, consultants, employees, or representatives, including without limitation for:

- a. Breach of this Agreement by Consultant;
- b. Death, personal injury (including bodily injury), property damage, or violation of law, regulation, or orders, to the extent caused by the performance of Consultant or those for whom Consultant is responsible;
- c. Violation or infringement of third-party intellectual property rights by Consultant;
- d. Any negligent acts or omissions or willful misconduct by Consultant or persons for whom Consultant is responsible; and
- e. Claims for compensation asserted by the Consultant's employees (including wage-and-hour or benefit claims) or any violation of federal, state, or local wage-and-hour or labor laws and regulations by Consultant or persons for whom Consultant is responsible.

Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section. In claims against any person or entity indemnified under this Section by an employee of Consultant, Consultant itself, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Consultant under workers' compensation acts, disability benefit acts, or other employee benefit acts. No indemnification provided by Consultant under this Section is required to indemnify the Indemnitees to the extent of liability for death or bodily injury to persons or damage to property caused in whole or in part by their own acts, omissions, or negligence, but Consultant must provide indemnity to the extent of its own negligence or the negligence of its consultants, employees, or representatives to the extent required by law or by this Agreement. This Section 8 shall survive termination of this Agreement.

9. Compliance with State of Oregon Public Contracting Code.

- a. Nondiscrimination (Required by ORS 279A.110). Consultant shall not discriminate against a disadvantaged business enterprise, a minority-owned or women-owned business, an emerging small businesses certified under ORS 200.055, or a business enterprise that is owned by a service-disabled veteran. Additionally, Consultant must comply with all applicable requirements of federal, state, and local civil rights law and rehabilitation statutes and must not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits, or employment.
- b. Tax-Compliance Warranty (Required by ORS 279B.045). Consultant represents and warrants that Consultant has complied with the applicable tax laws of the State of Oregon or a political subdivision of the State of Oregon (collectively, "Tax Laws"), including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. Consultant covenants that contractor will continue to comply with the Tax

Laws during the term of this Agreement. Failure by Consultant to comply with the Tax Laws before the execution of this Agreement or during the term of this Agreement is a default for which Owner may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law.

c. Payment of Labor (Required by ORS 279B.220 and 279C.505).

1. Consultant shall make payment promptly, as due, to all persons supplying labor or material to Consultant for the performance of Services provided for in this Contract;
2. Consultant shall pay all contributions or amounts due the Industrial Accident Fund from Consultant or subconsultant incurred in the performance of this Contract;
3. Consultant shall not permit any lien or claim to be filed or prosecuted against Owner on account of any labor or material furnished; and
4. Consultant shall pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
5. If Consultant fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to it by any person in connection with this contract as such claim becomes due, Owner may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Consultant by reason of such contract. The payment of a claim in this manner shall not relieve Consultant or the Consultant's surety, if any, from obligation with respect to any unpaid claims.

d. Payment for Medical Care and Workers' Compensation. As required by ORS 279B.230 and 279C.530:

1. Consultant shall promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Consultant, of all sums that Consultant agrees to pay for the services and all moneys and sums that Consultant collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services.
2. All subject employers working under this Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

e. Hours of Labor; Pay Equity; Salary Discussions (required by ORS 279B.020, 279B.235, and 279C.540).

1. Maximum Hours. Employees shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week and for work performed on Saturdays, Sundays, New Year's Day (January 1), Memorial Day (last Monday in May), Independence Day (July 4), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25). These requirements do not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
2. Notice to Employees. Consultant shall give notice in writing to its employees who perform work under this Contract, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

3. Prohibition on Discrimination in Wages. Contractor shall comply with ORS 652.220 (prohibiting discriminatory wage rates based on sex and requiring that employer not discriminate against an employee who is a complainant). Compliance is a material element of this Agreement. Failure to comply is a breach that entitles Owner to terminate this Agreement for cause.
4. Discussion of Wages. Contractor may not prohibit any of Contractor's employees from discussing the employee's wage, salary, benefits, or other compensation with another employee or another person, and Contractor may not retaliate against an employee who does so.
- f. Limitation on Claims. For Consultant's employees subject to Oregon employment laws and as required by ORS 279C.545, any worker employed by Consultant shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with Consultant within 90 days from the completion of this Contract, providing Consultant has:
 1. Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this Section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work, and
 2. Maintained such circular continuously posted from the inception to the completion of this Contract on which workers are or have been employed.

10. Other Provisions.

- a. Controlling Law; Venue. Any dispute under this Agreement or related to this Agreement will be governed by Oregon law, and any litigation arising out of the Agreement will be conducted in Tillamook County Circuit Court. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon.
- b. Claims. Any claim or dispute arising under this Agreement will be delivered in writing to the other party within a reasonable time after the claim, dispute, or other matters in question have arisen. Consultant and Owner will meet within ten days of the date of delivery of the claim to attempt to resolve the claim. Consultant and Owner agree that both parties shall try to resolve the dispute amicably and at a Project level. If the dispute is not settled, both parties may, at any time, mutually agree to mediation. Mediator fees and expenses will be shared equally by the parties.
- c. Waiver; Severability. Waiver of any default or breach under this Agreement by Owner will be effective only in the specific instance and for the specific purpose given. Any such waiver does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held invalid.
- d. Amendments. Any amendments, consents to, or waivers of the terms of this Agreement shall be in writing and signed by the authorized representatives of both parties.
- e. Media/Publications. Consultant shall issue no news release, press release, or other statement to members of the news media or any other publication regarding this Agreement or Project without Owner's prior written authorization. Consultant shall not post or publish any textual or visual representations of Project without approval of Owner.
- f. Non-discrimination. Consultant shall comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, color, gender, age,

religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, source of income, or political affiliation in programs, activities, services, benefits, or employment in connection with this Agreement.

- g. **Successors in Interest.** This Agreement will bind and inure to the benefit of, the parties, their successors, and approved assigns, if any. Except as previously disclosed and approved, Consultant shall not enter into any subconsultant agreements for any of the Services or assign or transfer any of its interest in this Agreement without Owner’s prior written consent.
- h. **No Third-Party Beneficiaries.** Owner and Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides any benefit or right, directly or indirectly, to third persons unless they are individually identified by name in this Agreement and expressly described as intended beneficiaries of this Agreement.
- i. **Entire Agreement.** When signed by the authorized representatives of both parties, this Agreement (and the attached exhibits) is their final and entire agreement. As their final and entire expression, this Agreement supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.
- j. **Notices and Communications.** Notices and communications between the parties to this Agreement must be sent to the following addresses:

Owner	Consultant
Name of Owner Contact Person	Travis Tormanen
Title	Partner
Address	27300 NE 10 th Avenue, Ridgefield, WA 98642s
Email	TTormanen@WindsorEngineers.com

- 1. The party giving notice will provide notice in writing, dated and signed by a duly authorized representative of that party. Notice is not effective for any purpose whatsoever unless served in one of the following manners:
 - a. If notice is given by personal delivery, it is deemed delivered on the day of delivery.
 - b. If notice is given by overnight delivery service, it is deemed delivered one day after the date deposited, as indicated by the delivery service.
 - c. If notice is given by United States mail, it is deemed delivered three days after the date deposited as indicated by the postmarked date.
 - d. If notice is given by registered or certified mail with postage prepaid, return receipt requested, it is deemed delivered on the day the notice is signed for.
 - e. If notice is given by email, it is deemed delivered on the day that the email was sent, unless the sender receives a delivery failure notification indicating that the email has not been delivered to the recipient.

I HAVE READ THIS AGREEMENT, INCLUDING ALL EXHIBITS. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS AGREEMENT, AND TO BE BOUND BY ITS TERMS ON BEHALF OF THE PARTY I REPRESENT.

CONSULTANT

OWNER

Windsor MEP Engineers, LLC dba Windsor Engineers

City of Manzanita

Signature

Signature

Travis Tormanen, PartnerOwner Official Printed Name & Title

Date of Signature

Date of Signature

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT A - SCOPE OF SERVICES

October 31, 2024

OVERVIEW

The project's scope of services is based upon the project as described in the City of Manzanita's Request for Proposals for the Classic Street – Road, Water, and Stormwater project. The scope has been developed to focus on delivering a total project for the City's target budget of \$2.7M. The project scope includes cost-estimating services that will help inform the City and the design team about whether the project can be built within this target budget.

The scope is presented as follows:

- Services Generally
- Part 1 – Preliminary Design
- Part 1A – Geotech Analysis
- Part 2 – Design Services
- Part 2A – Landscape Architecture
- Part 3 – Bid & Construction
- Other Tasks and Assumptions
- Additional Services

Parts 1 and 1A will be concurrent with each other. Parts 2 and 2A will also be concurrent with each other. There will be some work performed in Parts 2 and 2A prior to full completion of Parts 1 and 1A work to allow for an optimized project schedule. It is assumed that Part 3 work will not be started until the City has decided to proceed with bidding and construction.

SERVICES GENERALLY

1. **City Council Meetings.** Consultant shall provide presentation resources for Owner's staff for public meetings and meeting materials, and will participate in up to two City Council meetings.
2. **Project Meetings.** Consultant will attend regular Project Meetings. Project meetings will be conducted via conference call, Microsoft Teams, or Zoom.
3. **Instruments of Services.** Consultant shall provide such drawings, specifications, reports, illustrations, diagrams, and examples as are reasonably required to communicate the scope and nature of Project for the following purposes:
 - a. Defining Project for Owner, Owner's independent consultants, and other agencies or affiliates of Owner who may have interest or association with Project,
 - b. Obtaining required permits and approvals for Project as further described in Part 3 of this Scope of Services document, and
 - c. Delineating the scope of the work for competitive bidding and construction.



4. **Start up.** Upon final execution of this Agreement with Owner, Consultant shall:
 - a. Within the first week following execution of this Agreement, submit for Owner's approval a schedule for performance of Services. Consultant's schedule shall identify milestone activities or dates, specific task responsibilities, and required completion times necessary for the review by Owner.
 - b. Attend a Project kick-off meeting with Owner.
 - c. Review the developed work plan with Owner and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

PART 1: PRELIMINARY DESIGN

Deliverables: Agenda for Kickoff Workshop, Draft Alternatives Analysis Memo, Agenda and Meeting Notes for Decision Making Workshop, Final Alternatives Analysis Memo, Exhibits showing preliminary plan views of selected road and waterline alignment and other key design features including approximate retaining wall locations, intersection configurations and path locations, traffic calming recommendations, survey drawings for the Necarney City Road portion of project.

The Windsor team will:

- a. Review the City of Manzanita's (City) program, schedule, constraints, criteria, special equipment, systems, and site requirements to develop the parameters for the design phase.
- b. Review available data pertinent to the project, including surveys, site maps, existing facility plans and specifications, geotechnical reports and recommendations, soil testing results, relevant historical data, and any other information provided by the City.
- c. Investigate and review applicable federal, state, local, and City standards, codes, and regulations related to the proposed project, identifying design issues related to functional opportunities, needs, directives, and constraints.
- d. Review existing utility connections on-site and consult with applicable utility service providers to confirm availability and identify design issues related to the provision of new utilities, modifications to existing ones, or the capping and/or removal of abandoned utilities.
- e. Review any other reference information provided by the City.
- f. Water System Modeling. Windsor will utilize the EPA Net modeling files provided by the City to review and confirm pipe sizing assumptions.
- g. Consult with a traffic consultant to assist with traffic calming concepts. The traffic consultant will preview project files, attend a meeting with City/Consultant, and provide ideas and observations that the Windsor team can utilize in the design phase.
- h. Survey the public right of way on the portions of Necarney City Road where new water line will be installed.
- i. Provide a legal description for two easements along east side of Classic Street.



- j. Provide two exhibits to assist surveyor with their task and to assist the City in the easement negotiations with the landowners. It is assumed that Windsor will not be directly involved in any easement negotiations and that the City will contract directly for any legal assistance required.
- k. One public meeting
- l. Prepare for and attend one kickoff meeting and two workshops with City.
- m. Two site visits by engineering staff as well as one site visit by the Geotech and two site visits by other subconsultants.

PART 1A: GEOTECHNICAL ANALYSIS

The geotechnical scope of services is aimed at the following:

- Adding to information provided by the City (Carlson analysis)
- Analyze slope stability issues along Classic to aid in retaining wall design.
- Analyze soil conditions on Necarney City Road to aid in water line design.

Windsor will work with geotechnical subconsultant, Pali Consulting. Pali's scope will include:

- Site visit to help finalize exploration/drilling plan.
- Drilling – to be performed by a subcontractor to Pali.
- Laboratory testing for moisture, grain size, Atterberg limit test, and direct shear will be performed.
- Geotechnical engineering analysis
- Recommendations and draft report. The report will be finalized following review.

Geotechnical assumptions include: 1) a single mobilization to perform the drilling, 2) the pedestrian path and retaining walls will be on east side of the existing street and therefore the slope stability/explorations will be conducted on east side of street, 3) there are no contaminated soils, 4) construction field services are scoped and budgeted in the "Bid and Construction Services."

PART 2: DESIGN SERVICES

30% DESIGN

To help expedite the schedule, Windsor proposes to present the 30% design drawings either concurrent with the preliminary design phase or shortly thereafter.

Deliverables: Design drawings will be developed during the Schematic Design (30% Design) task and submitted for review and comment. The technical specifications will be provided in outline form for the 30% design phase. A meeting will be held to review the 30% plans, either before or after the City's review, depending on the City's preference.



1. The Windsor team will prepare a preliminary evaluation of the City's program, schedule, budget, project site, and other initial project information to ascertain project requirements. The Windsor team will notify the City of (a) any inconsistencies discovered in the information and (b) other information or consulting services that may reasonably be needed for the project.
2. The Windsor team will present its preliminary evaluation to the City and discuss alternative approaches to the design and construction of the project. The team will reach an understanding with the City regarding the project requirements.
3. Based on the project requirements agreed upon with the City, the Windsor team will prepare and present a preliminary design illustrating the scale and relationship of the project components for the City's approval.
4. Following the City's approval of the preliminary design, the Windsor team will prepare Schematic Design Documents for the City's approval. These documents will consist of drawings and other materials, including a site plan, if appropriate, and preliminary plans, sections, and elevations. They may also include study models, perspective sketches, or digital modeling. Preliminary selections of construction materials will be noted on the drawings or described in writing. The Schematic Design Documents will specifically include the following:
 - a. Demolition and Erosion and Sediment Control (ESC) Plan
 - b. Road Plan, Profile & Cross Sections (these documents must include traffic calming measures for safe bike and pedestrian access)
 - c. Storm Drainage Plan, Profile & Details
 - d. Water System Plan, Profile & Details
 - e. Technical Specifications
5. The Windsor team will consider the value of alternative materials, systems, and equipment, along with other considerations based on program and aesthetics, in developing a design consistent with the City's program, schedule, and budget for the cost of the work.
 - a. The Windsor team will prepare and submit to the City a Construction Cost Estimate for the approved Schematic Design Documents based on area, volume, or similar conceptual estimating techniques and prepared in accordance with the provisions of this Agreement.
 - b. The Windsor team will submit the Schematic Design Documents and the Construction Cost Estimate to the City and request the City's approval.

60% DESIGN (also referred to as 'Design Development' phase)

Deliverables: Design drawings and specifications will be provided. The Cost Estimate described previously will be concurrently submitted.

1. Based on the City's approval of the Schematic Design Documents and authorization of any adjustments to Project requirements or the Construction Cost Budget, the Windsor team will prepare Design Development Documents for the City's approval. These documents will illustrate and describe the development of the approved Schematic Design and consist of drawings and



other documents, including plans, sections, and elevations. The Design Development Documents will include outline specifications identifying major materials, components, and systems and establishing general quality levels.

2. If the City elects to proceed with value engineering, the Windsor team and its subconsultants will cooperate with the City's value engineer by providing requested information and advising the City and its value engineer, in good faith, regarding design changes that the value engineer may propose. The Windsor team will make changes as directed by the City. Substantial changes inconsistent with previous City approvals and any services that were outside of the Windsor scope may be considered Additional Services and may be compensated accordingly.
3. The Windsor team will prepare and submit an updated Construction Cost Estimate based on an itemization of major categories with each specification division in accordance with the provisions of this Agreement.
4. The Windsor team will submit the Design Development Documents to the City, advise the City of any adjustments to the Construction Cost Estimate, and request the City's approval.
5. It is assumed that the design will include a retaining wall on the east side of the road along portions of Classic Street between Highlands and Dorcas. The retaining wall size and location will be determined by the Windsor team. The soil conditions will be explained in a geotechnical report provided by a subconsultant to Windsor. The contractor will submit a proposed retaining wall design stamped by a professional engineer for review by the Windsor team.
6. It is understood that the City will obtain easements from two property owners on the east side of Classic Street to allow for room for pedestrian path, retaining walls and water/storm infrastructure. Windsor will provide exhibits showing project information to aid the City in conversations with property owners. The Windsor team surveyor (Onion Peak) will provide legal descriptions for the two easements.
7. It is assumed that retaining walls will not be required on the west side of Classic Street and that the pedestrian path will be installed on the east side of the existing road.
8. The design will include intersection realignment at Classic/Dorcas and Classic/Ridge intersections.
9. The design will include a trenchless water pipeline installation along Necarney City Road at the locations that have already been provided by the City to Windsor.
10. The project team does not include an arborist. If the services of an arborist become necessary, it can be funded by Windsor as an Additional Service or funded by the City.
11. The design does not include electrical engineering in the scope of services.
12. To meet schedule and to preserve design funds it is assumed that the design will continue forward after key decisions are made and that re-design will not be necessary due to new information or new decisions that are made mid-design.



90% AND 100% DESIGN (CONSTRUCTION DOCUMENTS)

Deliverables: Design drawings and specifications will be provided. The Cost Estimate described previously will be concurrently submitted.

CONSTRUCTION DOCUMENTS PHASE

1. The development of construction documents will include preparation of a Request for Bids. The Request for Bids will be used in the bid period services phase to procure a general contractor. Windsor will work with the City and City attorney to add prequalification requirements to the bid documents, if desired.
2. Based on the City's approval of the Design Development Documents and any authorized adjustments to Project requirements or the Construction Cost Budget, the Windsor team will prepare Construction Documents for the City's approval. The package will consist of drawings and specifications detailing the quality levels of materials and systems and other requirements for the construction of the Project. The City and the Windsor team acknowledge that, to construct the Project, the City's contractors will need to provide additional information, including shop drawings, product information, product samples, and other similar submittals, which the Windsor team will review.
3. The Windsor team will incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.
4. The Windsor team will compile a Project manual that includes the construction contract documents, forms, and construction specifications and may include bidding requirements and sample forms.
5. Upon achieving 90% completion of the Construction Documents, the Windsor team will prepare and submit an updated Construction Cost Estimate based on the work depicted in the Construction Documents and in accordance with the provisions of this Agreement.
6. The Windsor team will submit the Construction Documents to the City, advise the City of any adjustments to the Construction Cost Estimate, and request the City's approval.
7. If the City elects to conduct a constructability review of the completed Construction Documents with its own consultant, a report will be provided to the Windsor team. The Windsor team will revise the Construction Documents accordingly and respond in writing to each comment made by the constructability reviewer in one of the ways described below. The response to constructability comments will be made within current project budget. Any design changes that result in a scope change or re-design will be addressed by an Additional Services Amendment.
 - a. Indicate where or how the comment will require a change to the Construction Documents or
 - b. Explain why the comment will not be reflected in a change to the Construction Documents.
8. The City may require the Windsor team to supplement its submittal or prepare an additional submittal if the Consultant's response is insufficient to allow the constructability reviewer to confirm the changes.





COST ESTIMATING

Windsor will use industry-standard cost-estimating procedures, incorporating three proposed subtasks into the cost-estimating phase:

- Comparing bids from other area projects against estimates to help 'calibrate' our estimates.
- Consulting with 1-2 contractors during the design phase to gather input on cost-saving potential and budgetary considerations.

Deliverables: Three cost estimates will be provided:

1. End of Schematic Design,
2. End of Design Development, and
3. at 90% completion point of Construction Documents.

The Windsor team will develop and maintain Construction Cost Estimates within the parameters of the City's Construction Cost Budget throughout all phases of its services. These estimates will be based on the most current program approved by the City and will be updated at the following project phases: the end of Schematic Design, the end of Design Development, and at 90% completion of the Construction Documents, as outlined below. The following conditions apply to each Construction Cost Estimate prepared by the Windsor team:

- a. Base estimates on current price information appropriate to the level of design detail, with escalation rates and durations clearly identified as separate line items. Cost escalation rates and projected bid and construction dates will be approved by the City.
- b. Include contingencies for design, bidding, and construction as individual line items, with the percentage and basis of calculation clearly identified.
- c. Incorporate all relevant information and estimates from the City and its consultants that are intended to be part of the Construction Cost Budget.
- d. Reconcile each Construction Cost Estimate with the City's Construction Cost Budget. If the estimated costs are coming in above the City's budget, then the consultant team will meet with City staff on a Microsoft Teams call to discuss whether the scope of construction should be reduced, or the budget should be adjusted.

PERMITS & APPROVALS

It is understood that only two permits will apply to the project. A permit and design approval from the County will likely be required for the portion of Necarney Road, which is the County jurisdiction. City staff will take care of coordination and payment, if applicable, for this application. The Windsor team will coordinate on getting a permit application for a NPDES temporary construction permit from Oregon DEQ. It is assumed the City will pay for any permit/review fees and other direct expenses associated with this item.



It is assumed that there will not be any NEPA Permitting, archeological / cultural analysis, wetlands delineation, biological assessment, city permit processes, or other permits beyond what is described above.

Deliverables: DEQ Stormwater Construction Permit Application

PART 2A: LANDSCAPE ARCHITECTURE

Based on Windsor / MacKay Sposito discussions, the landscape architect developed a scope with understanding that the City of Manzanita Classic Street Improvements will include utility upgrades along an approximate 2,400 lineal foot corridor as well as street improvements, traffic calming measures and a shared use pathway adjacent to the Street. The landscape architects role in the effort will be to provide the associate landscape architectural design to accommodate the goals and requirements for streetscape as set forth in the City's transportation system plan.

Planting Design Scope of Work

1. Provide Planting plan, design, details, specifications and cost estimate to meet City standard landscape code compliance and to accommodate roadway design provided by engineering
 - a. Street Tree selection and layout
2. Shrub and groundcover selection and layout

This assumes no permanent irrigation design will be required, and contractors will be required to provide temporary irrigation as needed for the establishment period. Windsor will be responsible for incorporating the landscape design plans into the overall bid set.

PART 3: BID AND CONSTRUCTION SERVICES

BID SERVICES

Deliverables: Project Addenda will be submitted as necessary. Windsor will also provide a review and recommendation related to the bids received.

BIDDING PHASE

1. The "Bidding Documents" will consist of bidding requirements and proposed contract documents, which include the Construction Documents. The bidding documents include a Request for Bids that will be developed during the construction document's work task.
2. Windsor's scope of services includes evaluating qualifications for bidders with the assumption that qualifications will be submitted with other bid documents by the bidding contractors. If the Owner elects to do a pre-qualification process separately from bids Windsor can assist with coordinating and preparing the RFQ. This pre-qualification package would require Additional Services in an amount not to exceed \$5,000.
3. Following the City's approval of the Construction Documents, the Windsor team will assist the City in bidding the Project by:



- a. Establishing the initial electronic files of the Bidding Documents for distribution to the entity responsible for distributing the Bidding Documents to prospective bidders;
 - b. Participating in the pre-bid conference for prospective bidders;
 - c. Preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the City for incorporation into formal addenda;
 - d. Participating in the opening of the bids; and
 - e. Reviewing the bids to determine the responsibility of the bidders' documents.
4. The Windsor team will assist with preparing a contract between the City and the selected bidder, as well as any required notices to the selected bidder, as requested by the City.
 5. The Windsor team will provide the City with an electronic record of the following items within 48 hours of occurrence:
 - a. Meeting report/minutes from the pre-bid site walk; and
 - b. Upon completion of the Bidding Phase, the Windsor team will produce a conforming set of Construction Documents, incorporating all addenda issued. The Windsor team will provide the City with two complete, reproducible sets of plans and specifications marked as a "Conforming Set."
 6. The Windsor team will consider requests for substitutions if the Bidding Documents permit substitutions, keep a record of all proposed substitutions, including the Consultant's evaluative reports and conclusions, and prepare addenda for distribution identifying approved substitutions to all prospective bidders.
 7. Bidding Documents may include other types of solicitation documents, such as a request for proposals, if the City approves an alternative procurement process for the Project under the City's Public Contracting Rules. The current scope, however, does not include budget for development of alternative procurement methods or RFPs.
 8. It is assumed that there will be a single bid period and bid opening for this project. The budget and schedule are set accordingly.

CONSTRUCTION MANAGEMENT

The proposed plan is for Windsor to continue as the Engineer of Record and perform the construction period services as described in this Scope of Services. The City will contract directly with a consulting firm that provides construction and inspection services (Inspector). The City and its Inspector will determine the scope, budget, and responsibilities for inspection. Windsor recommends full-time on-site inspection by some combination of City staff and Inspector during trenchless water line installation on Necarney City Road and during any periods of time when the Classic Street water line is being backfilled. It is understood that a qualified trenchless construction inspector will be onsite during trenchless waterline installation. Compaction testing will also be the responsibility of the Inspector. Windsor will coordinate with the City and the Inspector on construction timelines and duties.



It is proposed that there be weekly construction meetings (30 minutes to 1 hour in length) when construction is underway. These would be attended by the General Contractor, a contract Inspector representative, a Windsor engineering representative, a City representative, and the Windsor construction manager. Others may make sense to participate in meetings from time to time.

Deliverables: Windsor will prepare and submit submittal reviews, RFI responses, pre-construction meeting agenda and notes, and other construction deliverables.

1. The Windsor team will provide administration of the contract for construction between the City and its contractor (“Contractor”) as set forth below and in conformance with that contract.
2. The Windsor team will participate in and provide the City, within 48 hours of occurrence, with an electronic record of the meeting report/minutes from the Project kick-off meeting with the Contractor.
3. The Windsor team will advise and consult with the City during the Construction Phase. The Windsor team will have no authority to act on behalf of the City except to the extent, if any, provided in this Agreement. The Windsor team will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the construction work. Nor will the Windsor team be responsible for others' failure to perform the construction work in accordance with the requirements of the construction contract documents. The Windsor team will be responsible for the Consultant’s negligent acts or omissions but will not have control over or charge of, and will not be responsible for, acts or omissions of the Contractor or any other persons or entities performing portions of the construction work.
4. The Windsor team’s responsibility to provide Construction Phase Services commences with the award of the construction contract and ends on the date the Windsor team issues the final certificate for payment.
5. Change Orders
 - a. The Windsor team will review all of the Contractor’s change order requests in the manner described in the contract for construction between the City and the Contractor to determine if those requests are valid and appropriate. The Windsor team will recommend to the City whether the change should be approved, partially approved, returned to the Contractor for clarification, or rejected.
 - b. The Windsor team will furnish all necessary additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The City will request these drawings from the Windsor team. The Windsor team will submit original tracings and/or drawings and contract wording for change orders to the City for duplication and distribution.
6. Submittals
 - a. The Windsor team will review the Contractor’s schedule of submittals and advise the City if the schedule is complete and if the proposed review durations are adequate. The Windsor team will provide the City with proposed revisions to this schedule and advise the City on whether the schedule should be approved.



- b. The Windsor team will review and approve or take other appropriate action upon the Contractor's submittals, such as shop drawings, Project data, samples, and change orders, but only for the limited purpose of checking for conformance with the information given and the design concept expressed in the Contract Documents.
 - c. The Windsor team's action upon the Contractor's submittals will be taken as expeditiously as possible to cause no unreasonable delay in the construction of the Project or in the work of separate Contractors while allowing sufficient time in the Consultant's professional judgment to permit adequate review. In no case will the review period associated with a single, particular submittal exceed seven calendar days from its receipt by the Consultant. The Consultant's response to each submittal will be substantive and acceptable.
7. Requests for Information. During construction, as part of the basic Services, all Requests for Information ("RFI") will be responded to expeditiously so as not to impact and delay construction progress. Should the Windsor team determine that a response is not possible within three business days, the Windsor team will promptly notify the City that additional review time will be needed. In no case will the review period associated with an RFI exceed seven calendar days from receipt by the Windsor team. The Windsor team's response to each RFI will be substantive
 8. Payment Statements. Within three days of receipt, the Windsor team will review and certify the amounts due to the Contractor and will issue certificates in such amounts. Consultant's certification for payment will constitute a representation to the City, based on the Windsor team's evaluation of the work and on the data comprising the Contractor's application for payment, that, to the best of the Windsor team's knowledge, information, and belief, the work has progressed to the point indicated and the quality of the work is in accordance with the construction contract documents. The preceding representations are subject to (a) an evaluation of the work for conformance with the construction contract documents upon Substantial Completion, (b) results of subsequent tests and inspections, (c) correction of minor deviations from the construction contract documents prior to completion, and (d) specific qualifications expressed by the Windsor team.

RECORD DRAWINGS & CLOSEOUT

Deliverables: Record drawings, as-built drawings, contractor warranties, and reporting to assist with funding report requirements.

1. As-Built Drawings. The Windsor team will review and evaluate the Contractor's as-built documentation of the actual construction performed during the Project, which the Contractor prepares and submits. As-Builts are documents that show the actual construction performed during the Project, including changes necessitated by change orders, RFIs, supplemental drawings/documents, and details provided by the Contractor.
2. Record Drawings. The Windsor team will incorporate all construction information from the As-Built Drawings, sketches, details, and clarifications to prepare one set of final Record Drawings for the City. The Windsor team may insert the following notice on the Record Drawings: "These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. The Windsor team has provided a review of such information consistent with its legal standard of care."



3. **Manuals / Warranties.** The Windsor team will review equipment, operation, and maintenance manuals, as well as a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications. The Windsor team will submit a written summary of this review to the City.
4. **Project Completion.** The Windsor team will conduct inspections to establish or confirm the date of Substantial Completion and the date of Final Completion of the Contractor's work. At Substantial Completion, the Windsor team will review the Contractor's punch list, conduct a visual inspection of the completed work, and prepare an updated punch list of conditions observed, recommending corrections, completions, or replacements by the Contractor. The Windsor team will review the Project again upon Final Completion to confirm compliance with the construction contract documents. It will issue a recommendation for final payment, representing to the City that, to the best of the Consultant's knowledge and belief, the work is completed and in compliance with the requirements of the construction contract documents.
5. **Warranty Evaluation.** Upon request of the City and prior to the expiration of one year from the date of Substantial Completion, the Windsor team will conduct a meeting with the City to review the Project's operations and performance for the purpose of assisting the City in evaluating the work relative to the Contractor's warranty. Any work performed for first-year warranty-related activities will be performed on an hourly basis based on standard billing rates.

OTHER TASKS AND ASSUMPTIONS

Project Management Related Scope and Deliverables: These services will apply to Parts 1, 2, and 3 of the project. Deliverables will include monthly invoices, schedule updates, budget status reports, meeting agendas, and meeting notes. Activities include:

- Develop subcontracts, including scope, schedule, budget, and clear expectations.
- Maintain the project schedule using the initial schedule developed at the time of Kickoff Meeting as a starting point.
- Monitor and control project budget.
- Oversee design staff and subconsultant team.
- Communicate with the City through meetings as defined in the project budget.

Scope of Services Explanation: This Scope of Services exhibit has been customized per City and Windsor discussions and as such it does not include all of the same tasks and assumptions that were included in the request for proposal. This Scope of Services was streamlined to include less phases and tasks but still includes the full range of services from kickoff to closeout and still includes street improvements, a new shared use path, new waterlines, traffic calming features, landscaping, and stormwater improvements. Aligning the Scope of Services with the Engineering Services Budget allowed Windsor to develop a budget that fits within City budgetary limitations.



ADDITIONAL SERVICES

Additional Services shall be considered accepted as part of this Agreement only when they have been reviewed and approved by both parties and incorporated into a formal Agreement amendment signed by the authorized representatives of both parties. Consultant shall perform the following Additional Services when authorized or directed by Owner in writing:

1. Making revisions in drawings, specifications, or other documents when such revisions are:
 - a. Inconsistent with approvals or instructions previously given by Owner; or
 - b. Required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Construction Documents.
2. Providing Services made necessary by significant documented Owner initiated changes in Project, including but not limited to size, quality, complexity, Owner's schedule, or method of bidding and contracting for construction.
3. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing Services required in connection with replacement of that work.
4. Providing Services made necessary by the default of Contractor(s), by major defects, or deficiencies in the work of Contractor(s)
5. Providing Services as directed by Owner that are not part of the Services of this Agreement. Consultant shall notify Owner, in writing, prior to starting and of the Services, that it considers the Services it has been directed to do as not part of the Services under this Agreement.
6. Providing Services as an expert and/or witness for Owner in any mediation, arbitration, and/or trial in which Consultant is (a) not a party and (b) did not in any way cause the dispute that is being adjudicated.
7. Providing training, adjusting, or balancing of systems and/or equipment outside of any Services required by commissioning that may be a part of this Agreement.
8. For Consultant's Additional Services, the fee to be paid shall be determined in one of the following manners as identified as a part of the extra service authorization:
 - a. Owner may elect to negotiate a fixed fee for Additional Services
 - b. Owner may compensate Consultant on a time-and-material basis for the Additional Services based on the following criteria (i) additional labor fee shall be calculated based on the approved hourly billing rates as listed below and an agreed upon level of efforts for the principals and employees of Consultant, and (ii) actual expenditures may be Consultant on Project and supported by receipts.
 - c. Owner may negotiate a fixed fee for a portion of the Additional Services and agree on a time-and-material compensation for the remainder portion of the Additional Services.



- d. Owner may compensate Consultant on a percentage basis of the final negotiated pricing on change order work accomplished by the Contractor
9. No adjustment in Consultant fee shall be made based on a net change to the construction contract award amount as the total Consultant fee payable hereunder is a negotiated amount.
10. The Fee Schedule (Exhibit G) in effect at the time of a need for Additional Services will be used to estimate the costs of any additional work efforts.

EXHIBIT B

PROJECT NARRATIVE

Water System Improvements

The Project includes a new 10” water main along Classic Street. This expansion would divide a very large looped water system, creating two smaller linked loops, increasing available water flow to meet current/future fire flow standards for the entire Urban Growth Boundary, including the area where 120 new affordable and workforce housing units have been proposed. The Project will also provide a critical redundancy increasing resiliency within the City’s water system.

Storm Water Improvements

The absence of a storm water connection for Classic Street leads to flooding and erosion issues on what has become a very critical transportation connection. Flooding not only poses a safety hazard for drivers and pedestrians, but it also hinders the overall functionality and longevity of the travel way.

Construction of a storm water system will allow the current storm basin to flow in 2 separate directions and connect to the recently completed storm line constructed in Dorcas Lane, which intersects with Classic Street.

Transportation Improvements

The Project will include a paved pedestrian pathway along Classic Street and traffic-calming measures on Classic Street, including some crossings at intersections. Increasing pedestrian and bicycle safety on Classic Street is the top project in the City’s recently-adopted Transportation System Plan (TSP). The Project anticipates a paved pathway on the east side of the Classic Street Right of Way along property owned by Classic Street Cottages Home Owners Association and Encore Properties.

EXHIBIT C

CONSTRUCTION BUDGET

Project Budget Line Items	Total Estimated Cost
Engineering (Design/Construction)	\$482,700
Construction	\$2,262,159
Construction Contingency	\$452,431
Legal and Permits	\$50,000
Total	\$3,247,290

Exhibit B: Engineering Services Budget



October 24, 2024

Classification:	WINDSOR ENGINEERS											Total Hours	Total Windsor Labor Fees	Sub North Coast Civil Fees	Sub Onion Peak Fees	Sub Others (Landscape, Geo, Traffic) Fees	Reimbursables Fees	Total Labor + Subs + Expenses Fees
	Engineer VIII	Engineer VII	Engineer VI	Engineer V	Engineer IV	Engineer III / Designer IV	Engineer II / Designer III	Engineer I / Designer II / Project Administrator	Designer I	Admin. Assistant								
PART 1- PRELIMINARY DESIGN (with survey, workshops, storm, analysis, etc.	36	2	48	6	40	0	54	16		3	205	\$36,900	\$878	\$5,748	\$4,000	\$450	\$48,000	
PART 2 - DESIGN SERVICES (drawings, specs, meetings, estimates, permit).	80	40	120	68	0	288	300	300	0	23	1,219	\$188,390	\$40,000	\$2,000	\$4,000	\$600	\$235,000	
PART 3 - BID & CONSTRUCTION (includes Geotech construction services)	60	12	112	0	0	120	160	144	0	9	617	\$98,510	\$0	\$0	\$22,700	\$1,500	\$122,700	
PART 1A - GEOTECHNICAL ANALYSIS	2						3				5	\$885			\$47,000	\$115	\$48,000	
PART 2B - LANDSCAPE ARCHITECTURE	2						3				5	\$885			\$28,000	\$115	\$29,000	
SUBTOTAL	180	54	280	74	40	408	520	460	0	35	2,051	\$325,570	\$40,878	\$7,748	\$105,700	\$2,780	\$482,700	

The overall fee is a Not-to-Exceed Budget. It is understood that some tasks may go over budget or under budget but the Consultant may not exceed the Not-to-Exceed Budget shown on this Exhibit without mutual written agreement.

Not-to-Exceed Budget \$482,700

EXHIBIT D
SCHEDULE

EXHIBIT D – PROJECT SCHEDULE

INTRODUCTION

The project schedule shown herein is the intended project schedule. A more detailed design schedule will be provided at the City/Consultant Kickoff meeting. The detailed schedule will conform with the overall design timeline shown below.

It is assumed that the Windsor team will continue to work continuously even as the City is reviewing interim deliverables. This will allow the team to meet the project schedule. If the City or Consultant has concerns about project efficiency due to unresolved issues, then portion of the work can be temporarily paused. At that point, the intent is that the parties agree upon decision making timelines and revised submittal deadlines, if appropriate.

The actual bid date and contract award date is dependent upon several factors that are in Windsor control (timeliness of delivery, thoroughness of documents, communications with City, etc.) and several factors that are not in Windsor control (scope changes due to city requests or project circumstances, Acts of God, inflation/affordability issues, change in City priorities, funding problems, etc.). If the schedule is impacted by any of these factors, regardless of cause, Windsor will work with the City to establish a mutual understanding of best path forward.

KEY TIMELINES

The Notice to Proceed is anticipated to be shortly after City Council approval.

City Council approval is generally anticipated to be November 6, 2024.

Windsor will schedule geotechnical and surveying subconsultants as soon as practical after contract execution since those are critical path activities.

Windsor proposes submitting interim deliverables (preliminary design, 30%, 60%, 90%, and 100% documents) to allow the City to see progress. If mutually agreeable, the number of deliverables and percent completeness of deliverables can be changed to facilitate project schedule.

The design period is proposed to be 105 calendar days which is equivalent to approximately 3 ½ months. This presumably will start in November and end in February and would include the holiday periods.

The project documents should be able to be taken to bid shortly after design completion since there is minimal permitting required.

The construction duration will be mutually determined by City and Windsor and defined in Construction Documents. It is anticipated that all construction will occur in Year 2025.

EXHIBIT E
OWNER REQUEST FOR PROPOSALS



Request for Proposals

For

Classic St Road and Stormwater Improvements and Water Main Extension

Issue Date: August 1st, 2024 Proposal

Due Date: August 22nd, 2024 5:00PM

City of Manzanita
PO Box 129
Manzanita, Oregon 97130
503-812-2514

City of Manzanita— Classic St Road and Stormwater Improvements and Water Main Extension

The City of Manzanita (“City”) is soliciting proposals from qualified firms to provide professional engineering services and construction administration of the Classic Street Road and Stormwater Improvement and Water Main Extension.

The City’s expectation of any consultant City contracts with is that the consultant’s values align with the City’s values of highly ethical conduct, fiscal responsibility, respect for City and others, and responsiveness to City’s customers.

The RFP documents may be obtained and viewed from the City’s website, <https://ci.manzanita.or.us>, or [Oregon Buys, the State of Oregon’s procurement system](#).

City will hold a preproposal meeting on August 14th 2024 at 10am via Zoom <https://us02web.zoom.us/j/88604523462?pwd=aMZvbhr5wgdSugGbjGbXdBr0ZVdmqc.1> Password 487597. Attendance at this meeting is mandatory. An on-site meeting will be held August 15th 2024 at 3:00pm at the intersection of Classic St and Dorcas Ln. and is not mandatory but is strongly encouraged. Prequalification is not required. Statements made by City’s representatives at the preproposal meeting are not binding on City unless confirmed by written addendum.

Successful proposers will be asked to sign a Professional Services Agreement with City. A sample of the agreement is attached as part of the RFP documents (see Exhibit C to the RFP). The sample agreement requires specific levels of insurance, a Manzanita business license, and a tax identification number (such requirements are in addition to the proposer minimum requirements set forth in this RFP). Proposers must evaluate this sample agreement and agree with the terms and conditions contained therein unless written objections are included as an addenda with their proposal. City will review the addenda and content of any such objection in the proposal evaluation process. Objections after the awarding of the contract will not be considered and are grounds for subsequent denial of the contract.

Proposals shall be submitted either in a sealed envelope or by email plainly identifying the RFP to which the proposal responds and the proposer’s name and address. Proposals shall be delivered to The City of Manzanita, Leila Aman, City Manager, PO Box 129 Manzanita, OR 97130, or emailed to laman@ci.manzanita.or.us.

Proposals will be received until 5:00PM on August 22nd, 2024 for the purpose of selecting a consultant. Proposals received after the 5:00PM deadline will not be considered and will be returned unopened to the proposer(s).

For additional information regarding this RFP, please contact Leila Aman, City Manager, at (503) 368-5343 or by email at laman@ci.manzanita.or.us. City reserves the right to reject any and all proposals or to negotiate individually with one or more consultants, and to select one or more consultants if determined to be in the best interest of City.

Dated this day of August 1st, 2024

I. Introduction

City of Manzanita, Oregon

City is seeking a professional engineering firm to provide professional engineering services, including construction administration and construction inspection of the Classic Street Road and Stormwater Improvement and Water Main Extension (See Exhibit A to this RFP, Scope of Work).

II. City Description

Manzanita is surrounded by the natural beauty of the Pacific Ocean, Neah-Kah-Nie Mountain, and state and private forests on the north Oregon coast, just two hours west of Portland. Manzanita is home to approximately 600 full time residents and 1,600 part-time homeowners, and it is a destination for visitors from around the world. City is a vibrant and complex city with an active and deeply engaged community. City is organized around a main street with businesses serving the visitors and local community, including three grocery stores, a bookstore, restaurants, and many other varied retail establishments.

III. Project Background

The Classic Street Road and Stormwater Improvement and Water Main Extension (the “Project”) is the top priority project in City’s Capital Improvement Plan and City’s Transportation System Plan. The Project has been a priority for City for nearly two decades. City received a state appropriation in the amount of \$2.7 million dollars to implement the Project. The Project will directly serve approximately 120 units of income restricted housing currently in the development phase, and will ultimately support a total of 400 units, of various sizes, at full build out in the area known as the "Highlands." This is the last tract of undeveloped land in City’s urban growth boundary.

Currently, there is not sufficient fire flow/pressure to serve the area. The Project will divide a very large, looped water system by extending a trial water main for the commercial area south approximately 2400 feet, increasing available water flow to meet current/future fire flow standards for the Highlands, including the area where the 120 units are proposed. The Project will also provide critical redundancy and increasing resiliency within City’s water system by the addition of hydrants and the use of HDPE water main material. The ultimate purpose of this Project is to provide necessary water infrastructure to unlock affordable housing in the Highlands, and allow for new housing development consistent with the new SB 406 Oregon’s Middle Housing Rules. In addition to the water system improvements, reconstruction of Classic Street is anticipated with the addition of storm water mitigation in the public right-of-way (“ROW”). City is currently conducting survey work to identify the ROW, utilities, and other information needed to promote a starting point and geo technical work to determine the extent of road reconstruction required for the Project. There is also potential for up to a 10 foot easement on the eastern properties where it is anticipated that the water line will be placed. The ideal design will include a separate shared use path along the proposed 10’ easement. The design for the Classic Street will need to include traffic calming measures and should be consistent with the street cross-section requirements included in City’s transportation system plan (“TSP”). Proposers are highly encouraged to visit <https://ci.manzanita.or.us/public-works/> where they will find multiple documents to assist with understanding of City construction characteristics, design work, studies, and reports.

The Project is expected to go to bid January 2024 and should be completed by October 2025. The anticipated design window is September 2024 – December of 2024, and construction is anticipated to last until November 2025.

IV. Issuance of RFP Documents

The RFP documents may be obtained at no cost from the City’s website at: <https://ci.manzanita.or.us>, or from Oregon Buys, the State of Oregon’s procurement system.

Leila Aman is the sole point of contact for all questions, concerns, and protests related to this RFP. She may be reached at 503-812-2514 or by email at laman@ci.manzanita.or.us.

V. Proposal Submission

Sealed proposals shall be submitted and delivered by 5:00PM on August 22nd, 2024 in pdf format via email, in person, or by mail to:

Leila Aman
City Manager
City of Manzanita
PO Box 129
Manzanita, OR. 97130

Email: laman@ci.manzanita.or.us

If proposals are submitted in person or by mail, each Proposer must provide four complete copies of its proposal, including attachments, in type-written format sealed in an envelope plainly identifying the RFP to which the proposal responds and proposer’s name and address. If submitted via email, the proposal, including attachments, shall be in pdf format. Proposals shall be addressed and submitted to the above location by the deadline. Phone and facsimile proposals will not be accepted. Late proposals will not be accepted. Delays due to (a) mail and/or delivery handling, including but not limited to delays within City’s internal distribution systems or (b) technical failures, including but not limited to any email delivery delays or failures, do not excuse the proposer’s responsibility for submitting the proposal to the correct location by the proposal due date. There will be no formal opening of proposals.

Proposals shall be printed double-sided.

VI. Schedule of Events

City anticipates the following general timeline for receiving and evaluating the proposals and selecting a consultant. This schedule is subject to change if it is in City’s best interest to do so.

i.	Posting of RFP	August 1 st , 2024
ii.	Deadline for clarifications/questions/changes to RFP	August 16th, 2024, at 5 p.m.
iii.	Deadline for Protests of RFP	August 16th, 2024, at 5 p.m.
iv.	Deadline for Addenda	August 19th, 2024 at 5 p.m.
v.	Proposal Due	August 22nd 2024 at 5 p.m.
vi.	Evaluation of Proposals Complete	August 29th, 2024
vii.	Invitation to Proposers for Interview & Presentation	August 30th,2024
viii.	Interview & Presentation Meetings	September 6th, 2024
ix.	Evaluation of Interview & Presentation Complete	September 9th, 2024
x.	Posting Notice of Intent to Award	September 10th, 2024
xi.	Deadline for Protests of Award	September 17th, 2024 5:00PM
xii.	City Council Approval and Commencement of Professional Services Agreement	Expected September 18th 2024

A. RFP Clarification and Protests; Addenda

i. Informal Questions or Requests for Clarification. Any proposer requiring clarification of the information provided in this RFP may submit specific questions or comments in writing to the contact set forth in Section IV of this RFP. Email is the preferred form of written communication. The deadline for submitting such questions is set forth under the Schedule of events in Section VI(ii) above.

ii. Request for Clarification or Protest of Solicitation or Contract Documents. Any proposer wishing to protest this RFP or request clarification of any provision, specification, or contract term contained in the solicitation documents, must submit such questions, comments, or protests to the contact set forth in

Section IV of this RFP. The deadline for submitting such protests is set forth in the Schedule of Events in Section VI(iii) above.

iii. Content of Solicitation Protest. The prospective proposer's written request for change, or protest of the RFP must include all of the following and otherwise comply with OAR 137-048-0240(1):

- Sufficient information to identify the solicitation that is the subject of the protest or request;
- The reasons for the protest or request, including any grounds that demonstrate how the procurement process is contrary to law or how the solicitation document is unnecessarily restrictive, or is legally flawed;
- Evidence or supporting documentation that supports the grounds on which the protest is based; and
- A statement of the desired changes to the procurement process or the solicitation document that the prospective proposer believes will remedy the conditions upon which the prospective proposer based its protest or request.

iv. Addenda. City reserves the right to make changes to the RFP by written addenda. If City determines that a change or clarification to the solicitation documents is necessary, such information, clarification, or interpretation will be supplied in a written addendum and posted to Oregon Buys, the State of Oregon's procurement system. All proposers must be signed up through Oregon Buys and sign up for the bid list on the system. While City will include a copy of the proposal on the City's website, all official communication will be updated through Oregon Buys.

v. Proposers should consult Oregon Buys website regularly until the proposal due date and time to assure that they have not missed any addendum announcements. By submitting a proposal, each proposer thereby agrees that it accepts all risks, and waives all claims, associated with or related to its failure to obtain addendum information. Proposers will also be required to acknowledge receipt of each addendum in writing as part of their proposals. Statements made by City's representatives are not binding on City unless confirmed by written addendum.

No addenda will be issued later August 19th, except an addendum, if City deems necessary, postponing the due date for proposals, withdrawing the RFP, or modifying elements of the RFP resulting from delayed process.

B. CONFIDENTIALITY

City is subject to the Oregon Public Records Law (ORS 192.311 to 192.478), which requires City to disclose all records generated or received in the transaction of City business, except as expressly exempted under ORS 192.338 to 192.355, or other applicable law.

Pursuant to ORS 279C.107, City need not open proposals for public inspection until after execution of the contract(s) awarded under this RFP. Thereafter, City will not disclose records submitted by a proposer that are exempt from disclosure under the Oregon Public Records Law, subject to the following procedures and limitations:

The proposer must mark all proposal pages containing the records it has determined as confidential under Oregon Public Records Law and must segregate those pages in the following manner:

- i. Such pages must be clearly marked "Confidential" on each page of the confidential document.
- ii. Proposer must separate confidential pages from its other proposal pages by providing the confidential pages to City in a separate envelope or package. Proposer must separate confidential

pages from its other proposal pages by providing the confidential pages to City in a separate e-mail file attachment.

- iii. In its proposal, proposer must cite the specific statutory exemption in Oregon Records Law exempting such pages from disclosure.
- iv. Subsections (i) and (ii) above will prevail in the event these provisions conflict with formatting or response instructions elsewhere in this document.
- v. Proposers may not mark an entire proposal confidential. Should a proposal be submitted in this manner, City will hold no portion of the proposal as confidential, unless such a portion is segregated as required under subsection (ii) above and is determined exempt from Oregon Public Records Law.

Notwithstanding the above procedures, City reserves the right to disclose information that City determines, in its sole discretion, is not exempt from disclosure or that City is directed to disclose by the district attorney or a court of competent jurisdiction.

Prior to disclosing such information, City will make reasonable attempts to notify the proposer of the pending disclosure.

C. CANCELLATION

City reserves the right to cancel this RFP at any time or to reject any and all proposals if City determines that doing so is in the public interest.

D. LATE PROPOSALS

All proposals that are not received by the proposal due date set forth in the Schedule of Events in Section VI(iv) will not be considered and will be returned unopened to the proposer(s). Phone and facsimile proposals will not be accepted. Delays due to (a) mail and/or delivery handling, including but not limited to delays within City's internal distribution systems or (b) technical failures, including but not limited to any email delivery delays or failures, do not excuse the Proposer's responsibility for submitting the proposal to the correct location by the proposal due date.

E. DISPUTES

In case of any doubt or differences of opinion as to the items or service to be furnished hereunder, or the interpretation of the provisions of this RFP, the decision of City shall be final and binding upon all parties.

F. PROPOSER'S REPRESENTATION

Each proposer, by the act of submitting its proposal, represents that:

- i. It has read and understands the proposal documents and its proposal is made in accordance therewith;
- ii. It has familiarized itself with the local conditions under which services solicited in this RFP will be performed; and
- iii. Its proposal is based upon the requirements described in the RFP without exception, unless clearly stated in the response.

G. CONDITIONS OF SUBMITTAL

By the act of submitting a proposal in response to this RFP, the proposer certifies that:

- i. To its best knowledge and belief, no elected official, officer, employee, or person, whose salary is payable in whole or part by City, has a direct or indirect financial interest in the proposal, or in the services to which it relates, or in any of the profits thereof other than as fully described in the proposer's response to this solicitation.
- ii. The proposer has examined all parts of the RFP, including all requirements and contract terms and conditions thereof, and, if its proposal is accepted, the proposer shall accept the contract documents thereto unless substantive changes are made in same without the approval of the proposer.
- iii. The proposer is of lawful age (if an individual); is the only one interested in this proposal; and no person, firm, or corporation, other than that named, has any interest in the proposal, or in the proposed contract.
- iv. The proposer has quality experience providing requested services in a capacity similar to the duties outlined within the scope of services set forth in Exhibit A to this RFP.

H. COST OF REQUEST FOR PROPOSALS AND ASSOCIATED RESPONSES

Proposers will bear sole responsibility for all costs incurred in preparing and providing their proposals in response to this RFP. City is not liable to any proposer for any loss or expense caused by or resulting from the cancellation of a solicitation or rejection of a proposal.

I. CITY REQUESTS FOR CLARIFICATION, ADDITIONAL RESEARCH, & REVISIONS

City reserves the right to obtain clarification of any point in a proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a proposer to respond to such a request for additional information or clarification may result in a finding that the proposer is non-responsive and consequent rejection of the proposal.

City may obtain information from any legal source for clarification of any proposal or for information of any proposer. City need not inform the proposer of any intent to perform additional research in this respect or of any information thereby received.

City may perform, at its sole option, investigations of the responsible proposer. Information may include, but shall not necessarily be limited to, current litigation and contracting references. All such documents, if requested by City, become part of the public records and may be disclosed accordingly.

City reserves the right to request clarifications of proposals after the submission of proposals and before award.

J. REJECTION OF PROPOSALS

As set forth in Section VI(C), City reserves the right to reject any or all proposals received as a result of this RFP if City determines that rejection is in the public interest. Reasons for proposal rejection may include but are not limited to the following:

- i. Failure of the proposer to adhere to one or more of the provisions established in the RFP.
- ii. Failure of the proposer to submit a proposal in the format specified herein.
- iii. Failure of the proposer to submit a proposal within the time requirements established herein.
- iv. Failure of the proposer to adhere to ethical and professional standards before, during, or following the proposal process.
- v. Failure of proposer to otherwise comply with all prescribed public procurement procedures and requirements.

K. MODIFICATION OR WITHDRAWAL OF PROPOSAL BY PROPOSER

A proposal may not be modified, withdrawn, or canceled by the proposer for 60 calendar days following the time and date designated for the receipt of proposals. Proposals submitted before the proposal due date may only be modified or withdrawn in person with proper identification, or by issuing a written request on company letterhead, signed by an authorized representative, prior to the proposal due date and time. Written requests for withdrawal must be so worded as not to reveal material contents of the original proposal.

Withdrawn proposals may be resubmitted up to the proposal due date and time, provided that they are then fully in conformance with the RFP.

L. PROPOSAL OWNERSHIP

All material submitted for any portion of a proposal in response to this RFP, or during any phase of this solicitation, will become the property of City and will not be returned to proposers.

M. DURATION OF PROPOSAL

Proposal prices, terms and conditions shall be firm for a period of at least 60 days from the proposal due date. The successful proposal shall not be subject to future price escalation or changes of terms if accepted during the 60-day period. Price decreases or changes in terms by others after the acceptance of a proposal will not be considered.

N. AFFIRMATIVE ACTION/NONDISCRIMINATION

By submitting a proposal, the proposer agrees to comply with the Fair Labor Standard Act, Civil Rights Act of 1964, Executive order 11246, Fair Employment Practices, Equal Employment Opportunity Act, Americans with Disabilities Act, and Oregon Revised Statutes. By submitting a proposal, the proposer certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns, or an emerging small business in awarding a subcontract.

O. TAX COMPLIANCE

By submitting a proposal, the proposer represents and warrants that the proposer has complied with the applicable tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. The proposer and any consultants listed on BOLI's List of Ineligibles will be rejected.

P. PROPOSAL AND PROPOSER REQUIREMENTS

Proposer shall respond to specific criteria that shall facilitate proposal evaluation. All proposals submitted in response to this RFP must include the following:

I. Introductory Letter

The letter shall name the person(s) authorized to represent the proposer in any negotiations and name of the person(s) authorized to sign any contract that may result. An authorized representative for the proposer shall sign the letter.

II. Exhibit B: Proposer Certifications and Representations

Each proposal shall include a completed and executed Exhibit B: Proposer Certifications and Representations form.

III. Qualifications

This criterion relates to the proposer's capabilities and resources in relation to this Project. Please address

the following:

i. Firm Experience

Provide a description of your firm’s experience in providing services similar to those described in this RFP on at least three projects of a similar scope and size. Include project start and end dates, and whether each project was completed on time and budget. If any of the projects were not completed on time or on budget, please explain why. Tell us what sets your firm apart from your competition and why you are uniquely qualified for this Project.

ii. Public Sector Experience

Provide a complete description of all work in the last three years with municipal governments. Highlight any other specific public sector experience that directly translates to your ability to be successful with this Project. Specifically address Firm/Team’s familiarity with laws and regulations governing public water, wastewater, stormwater, transportation systems, BOLI, DEQ, OHA laws and regulations.

iii. Proposed Key Staff and Staff Experience; Capacity

Identify proposed key staff, describe how the proposed team would work together and work closely with City staff. Include organization chart of the complete team proposed for the Project. Include background of the key staff, as well as any support staff, including (a) major focus of practice, (b) range of services, (c) relevant experience, (d) active and applicable licenses and/or certifications, and (e) available capacity, including time allocation for this Project. It is essential that the team have experience in civil design in the State of Oregon.

iv. Approach to Providing Services to the City, Knowledge of City Design Characteristics, and Knowledge of City Design Priorities.

Describe the Firm/Team’s approach for engagement and collaboration with City and as part of a project team. Include management strategies. Describe anticipated major challenges to successful project completion and how the Firm/Team intends to address those challenges. Additionally, address the Firm/Team’s knowledge of local design characteristics and how the Firm will address those characteristics while meeting requirements of the TSP. Knowledge of traffic calming measures and multi modal street design is essential to this project; please describe any experience with, and your Firm/Team’s approach to incorporating traffic calming measures and multi modal street design into design plans and specifications. Finally, City is seeking a consultant with experience incorporating resilience and life safety into design plans; please describe any experience with incorporating resilience and life safety into design plans.

v. References.

Identify at least two (2) similar clients that the firm provide similar service to, preferably municipal governments in Oregon. Each project listed shall include the name of the agency, project manager, phone number, and description of work performed. Past City projects may also be submitted for consideration.

vi. PROPOSER REQUIREMENTS

Any contractor submitting a proposal must meet the following minimum requirements:

- i. All proposers must be licensed to perform business in the State of Oregon and properly licensed

- to perform the services described in this RFP;
- ii. All proposers must have been in business as their current entity for at least five years;
- iii. All proposers must be experienced in those services requested of City.
- iv. All proposers must agree to execute City’s Professional Services Agreement, if awarded; and
- v. All proposers must carry required insurance, naming City an additional insured.

Q. SELECTION COMMITTEE & INTERVIEW PANEL

A selection committee will be comprised of at least three members, and an interview panel will be comprised of at least three members. The interview panel may or may not consist of the same selection committee members. Each proposal shall be evaluated on its completeness and quality in accordance with the criteria identified in this RFP by the selection committee. City has the right to require any clarification or change needed to understand the proposer’s approach to the Project.

Each proposal shall be evaluated as a demonstration of the proposer’s capabilities and understanding of the Project. Evaluation criteria and weighting factors for the proposal shall be as follows:

Criteria	Maximum Points
Introductory Letter	Pass/fail
Firm Experience	15
Public Sector Experience	15
Proposed Key Staff and Staff Experience, Capacity	15
Approach to Providing Services to City, Knowledge of City Design Characteristics, and Knowledge of City Design Priorities	30
Scope of Work and Schedule	15
References	10
TOTAL	100

Each member of the selection committee will independently score proposals in accordance with the evaluation criteria above. City will then average the proposal scores per category and sum the category averages for a total score for each proposal.

The top 3 proposers with the highest level of qualification and experience will proceed to an oral interview and presentation. Each proposer selected to interview and present will require the proposer’s proposed project manager for the Project to attend the interview and presentation.

The interview panel will score the interviews using the criteria below. No additions, deletions, or substitutions may be made to proposals during the interview and presentation that cannot be viewed as clarification. Evaluation criteria and weighting factors for the interview are listed below.

Criteria	Maximum Points
Team Capacity and Relative Experience	40
Project Approach and Methods Proposed and Knowledge of City Design Priorities	50

Overall quality of Interview and Presentation	10
TOTAL	100

Each member of the interview panel will independently score the interviews in accordance with the evaluation criteria above. City will then average the interview scores per category and sum the category averages for a total score for each interview. The sum of the total score for the proposal and the total score for the interview will be used to determine the highest-ranked proposer.

City reserves the right to:

- Reject any and all proposals not in compliance with all public procedures and requirements;
- Reject any proposal not meeting the specifications set forth herein;
- Waive any or all irregularities in proposals submitted;
- Award contracts for any or all parts of the services solicited under this RFP; and
- Request references and other data to determine responsiveness.

Following evaluations and interviews of the proposers, City will provide written notice of its intent to award the contract to the highest-ranked proposer.

R. PROTEST OF CONTRACT AWARD.

- i. A proposer may protest the intent to award a contract in accordance with OAR 137-048-0240, provided:
 1. The proposer is adversely affected because the proposer would be eligible to be awarded the contract in the event that the protest is successful; and
 2. The reason for the protest is:
 - All higher-ranked proposals (or, in the event multiple contracts are awarded, a sufficient number of proposals) are non-responsive or failed to meet the requirements of this RFP, or all higher-ranked proposers (or, in the event multiple contracts are awarded, a sufficient number of proposers) are not qualified to perform the services required under this RFP;
 - City has failed to conduct the evaluation of proposals in accordance with the criteria or processes described in the solicitation materials;
 - City has abused its discretion in rejecting the protestor’s proposal as non-responsive; or
 - City’s evaluation of proposals or the District’s subsequent determination of award is otherwise in violation of City’s Public Contracting Rules or the Public Contracting Code.
 3. The protest is in writing, clearly marked as a protest, includes a description of this RFP, and is delivered to and received by the point of contact and address set forth in Section IV of this RFP no later than 5:00 p.m. on the deadline for submitting such protests set forth in the Schedule of Events in Section IV(vi).
 4. Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in scoring by individual evaluators is not grounds for protest.
- ii. Protests not filed within the time specified in this Section VI(R), or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based will be dismissed. An issue that could have been raised by request for clarification or protest of the solicitation is not a ground for protest of award.
- iii. City will resolve all protests in accordance with OAR 137-048-0240(3).

S. CONTRACT REQUIREMENTS

City reserves the right to negotiate final terms of a Professional Services Agreement as City determines to be in its best interest.

City will negotiate the Professional Services Agreement once the selection committee and interview panel have chosen the top-ranked proposer. If City cannot come to terms with the top-ranked proposer, City may enter into negotiations with the second-ranked proposer. This process may continue until City reaches an agreement which City deems appropriate for the services.

The award of a contract is accomplished by executing a written Professional Services Agreement in substantially the form attached hereto as Exhibit C.

EXHIBIT A

SCOPE OF WORK (SERVICES TO BE PROVIDED)

This Exhibit includes a summary of the scope of work. See Exhibit C, Form of Professional Services Agreement, for a complete scope of work.

Right-of-Way Research, Topographic Surveying and Base Map

Onion Peak staff has completed a detailed topographic survey and map of the public project limits. This survey will assist in designing the proposed improvements in accordance with the most accurate topographic information available. With the topographic survey, Consultant can provide city staff design and quantity estimates for use in calculating the cost estimates and bid sheets.

TASK 1: Engineering Design, Plans and Specifications

Consultant will prepare engineering plans and specifications for the proposed street and utility improvements as per the Scope of Work. In general, these documents will consist of the following information:

- Demolition and ESC Plan
- Road Plan, Profile & Cross-Sections that includes traffic calming measures for safe bike and pedestrian access.
- Storm Drainage Plan, Profile & Details
- Water System Plan, Profile & Details
- Quantities, Units and Cost Estimate
- Technical Specifications

The plans and specifications will be routed to the necessary agencies for review and approval. City will be responsible for all application and permit fees.

TASK 2: Bidding

Consultant will prepare bidding Construction Documents for a public solicitation of contractors. Consultant will then review bids on behalf of City. Consultant will assist with preparation of a contract between City and the selected proposer and the required notices to the selected proposer as requested by City.

TASK 3: Construction Administration

Consultant will perform the Construction Administration for the construction project. Consultant will keep track of constructed bid items, administer change orders, requests for information and review monthly pay requests from the contractor and prepare payment recommendations for City.

TASK 4: Construction Observation

Consultant's project engineers and inspectors will conduct periodic observations daily while construction work is being done and specified testing of the construction work to determine compliance with the plans and specifications. The project engineer will complete the approval letters, or note the repairs needed. City staff will prepare and submit the final construction certificate required by the State Department of Human Resources, Drinking Water Section, following completion of construction, in accordance with state and local ordinances in effect at the time the design is completed.

DELIVERABLES

- Civil engineering plan set – Paper copy & Electronic copy (PDF)
- Contract Documents & Specifications – Paper copy & Electronic copy (PDF)
- Project Record Drawings – Paper copy & Electronic copy (PDF)

CONDITIONS/ASSUMPTIONS

Scope of services, as outlined herein, are based on the following assumptions and conditions:

1. Storm drainage system is to be designed as per City of Manzanita Storm Drainage Master Plan and does not include the design of any storm treatment system.
2. Construction observation assumes one 4-hr site visit per day, 4 days per week, during active construction for up to 4 months. If additional observation is requested, it will be considered additional services.
3. City ROW research will not include the submission of any Boundary or Record Survey. Any ROW survey requested beyond the Tillamook County GIS tax lot data will be considered additional services.
4. Based upon the direction given for the Project, the following items may be required to complete the proposed Project:
 - a. Geotechnical engineering
 - b. Landscape planning
 - c. Traffic study
 - d. DEQ 1200-C Permit
 - e. Structural/architectural design or demolition plan for private improvements
 - f. Structural retaining walls (over 4' in height)
5. Any work proposed by City, or adjacent property owners that changes the scope of the project will be considered additional services.
6. Slope easements or construction easements along private property are not included in this proposal. Easements will be considered additional services.
7. Material testing will be provided and paid for by City. Consultant will assist in managing the selected testing agency.
8. Provide presentation resources for city staff for public meetings or materials, and participate if needed in up to two city council meetings during the engineering design process.

9. Project management meetings will be conducted via conference call, Microsoft Teams or Zoom.

EXHIBIT F
PROJECT TEAM

EXHIBIT F – PROJECT TEAM

OWNER

City of Manzanita

CONSULTANT

Windsor Engineers

PRIMARY POINTS OF CONTACT

It is understood that:

- Leila Aman (City Manager) is the City’s Point of Contact and Project Manager.
- Travis Tormanen is the Windsor Engineers Point of Contact and Project Manager. Travis is a principal with the firm and is authorized to sign contract documents.

ADDITIONAL KEY WINDSOR TEAM MEMBERS

- Susan Kohnle is an Assistant to the Project Manager. Susan does not have decision-making authority, but it is requested that Susan be copied on all formal communications to help Windsor be as responsive as possible.
- Thayer Hendrickson, Operations Manager, is a principal-level engineer in the same office as Travis. Thayer is not slated to be directly involved in the project, but he is an alternate contractual contact for the City should Travis become unavailable for any reason.
- Various other staff members will have engineering, drafting, and administrative roles on the project.

SUBCONSULTANTS

Windsor Engineers currently intends to use the following subconsultants.

Consultant	Role
North Coast Civil	Design Assistance, Coordination
Pali Consulting	Geotechnical
Onion Peak Surveying	Survey
Mackay Sposito	Landscape Architecture
DKS	Traffic Calming Consulting

If Windsor ends up needing any additional subconsultants or proposes to change any of the subconsultants for timing, expertise, or cost reasons, we will reach out to the City to ensure that the City is aware of “who” and “why” is being used as subconsultants. The amount of services and budget for each subconsultant may vary from initial plans, but Windsor is responsible for the timeline, and budget for the overall project.

EXHIBIT G
FEE SCHEDULE

EXHIBIT G FEE SCHEDULE

2024 Standard Hourly Bill Rates for Engineering Services City of Manzanita – Classic Street Project

CLASSIFICATION	RATE/HOUR
Intern/Admin	\$90
Designer I	\$110
Engineer I / Designer II	\$125
Engineer II / Designer III	\$140
Engineer III / Designer IV	\$160
Engineer IV / Project Manager I	\$180
Engineer V / Project Manager II / Practice Lead I	\$195
Engineer VI / Project Manager III / Practice Lead II	\$220
Engineer VII / Project Manager IV / Practice Lead III	\$245
Engineer VIII/ Project Manager V / Practice Lead IV	\$260

Notes:

1. The project is subject to a Not-To-Exceed compensation cap. The total project budget may not be exceeded without a mutually agreeable written amendment.
2. On January 1, 2025, the billing rates will be increased by four percent to reflect changes in labor and overhead costs and staffing classifications.
3. Subconsultants will be billed at cost plus ten percent.
4. Other direct expenses will be billed at plus ten percent.
5. Mileage will be billed at standard IRS-approved mileage rates.

EXHIBIT H

INSURANCE REQUIREMENTS

A. MINIMUM INSURANCE LIMITS. Consultant shall at its own expense procure, prior to commencement of the Services of this Agreement, and shall maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees, and subconsultant(s). Consultant's liabilities, including but not limited to Consultant's indemnity obligations under this Agreement, will not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement, and Consultant's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated as a material breach of contract by Owner. Coverage shall be at least as broad as the following scopes and limits:

1. **Commercial General Liability.** \$2,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury, and property damage.
2. **Commercial Automobile Liability.** \$1,000,000 per accident for bodily injury and property damage, covering all owned, hired, and non-owned vehicles.
3. **Commercial Umbrella/Excess Liability.** Minimum coverage limit of \$5,000,000 and including: (i) "Pay on behalf of" wording; (ii) concurrency of effective dates with primary coverage; (iii) punitive damages coverage (unless prohibited by law); (iv) application of aggregate (when applicable) in primary coverage; and (v) drop-down feature. All third-party liability insurance will be scheduled to the umbrella/excess coverage.
4. **Workers' Compensation Liability.** Coverage meeting statutory requirements unless exempt under ORS 656.027. Consultant shall require and ensure that each of its subconsultants or subcontractors comply with this requirement.
5. **Employers' Liability.** \$500,000 per occurrence.
6. **Professional Liability.** \$2,000,000 per claim and \$2,000,000 aggregate limits subject to no more than \$10,000 per claim deductible, covering any damages caused by an error, omission, or any negligent act. Consultant shall maintain professional liability coverage through completion of construction and two years thereafter.

Owner reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.

B. DEDUCTIBLES AND SELF-INSURANCE RETENTION. Consultant shall inform Owner in writing if any deductibles or self-insured retention exceeds \$10,000. At its sole discretion, Owner may (1) accept the higher deductible, (2) require Consultant to insure such deductibles or self-insured retention as respects Owner, its officers, officials, employees, and volunteers, or (3) require Consultant to provide a surety bond guaranteeing Consultant's payment of deductible or self-insured losses and related investigations, claim administration, and defense expenses.

C. OTHER INSURANCE PROVISIONS.

1. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions: Owner and its representatives, consultants, councilors, trustees, officers, directors, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as Additional Insureds with respect to liability arising out of activities performed by or on behalf of Consultant; Instruments of Service and completed operations of Consultant; premises owned, occupied, or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. The coverage will contain no special limitations on the scope of protection afforded to the Additional Insureds.

2. For any claims related to Project, Consultant's insurance coverage shall be primary insurance with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Consultant's insurance and not contributory.
 3. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, will not affect coverage provided to the Additional Insureds.
 4. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. Each insurance policy required by this clause shall be endorsed to state that coverage will not be suspended, voided, or canceled by either party, or reduced in coverage or in limits, except after 30 days' prior written notice by certified mail, return receipt requested, has been given to Owner.
 6. Unless otherwise provided in this exhibit, policies must be on an "occurrence" form.
- D. ACCEPTABILITY OF INSURERS.** Insurance shall be placed with insurers admitted in Oregon with a current A.M. Best's rating and FSC no lower than A-VII. Consultant shall inform Owner in writing if any of its insurers have a rating and FSC lower than A-VII. At its sole discretion, Owner may (1) accept the lower rating or (2) require Consultant to procure insurance from another insurer.
- E. VERIFICATION OF COVERAGE.** Consultant shall furnish Owner with:
1. Certificates of insurance showing maintenance of the required insurance coverage; and
 2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements shall be received and approved by Owner before Services commence.



City of Manzanita

COUNCIL RESOLUTION No. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANZANITA, OREGON, APPROVING A DESIGN SERVICES AGREEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT WITH WINDSOR ENGINEERING IN AN AMOUNT NOT TO EXCEED \$482,700.

WHEREAS, the City’s Transportation System Plan includes the reconstruction of Classic Street as the City’s top priority; and

WHEREAS, the Classic Street Connection project is included in the City’s Capital Improvement Plan; and

WHEREAS, the Oregon Legislature through Senate Bill 1530 appropriated \$2.709 million dollars to the city of Manzanita to construct the Project which includes but is not limited to the following:

- Installation of 2,220 feet of resilient 10” water main on a proposed easement to the east of the Classic Street right-of-way and road paving after installing the water main.
- Construction of a new stormwater system that will allow the current storm basin to flow in two separate directions in the Classic Street right-of-way. The new system will connect to the recently completed stormwater line on Dorcas Lane, which intersects with Classic Street; and

WHEREAS, on October 9, 2024 the City of Manzanita City Council approved Resolution 24-19 authorizing the City Manager to Execute and Agreement with Oregon Business Development Department to receive the funds for the Project; and

WHEREAS, on August 1, 2024, the City of Manzanita conducted a formal Request for Proposal process and determined that Windsor Engineering was the most qualified to perform the required scope of services; and

WHEREAS, the City of Manzanita and Windsor Engineering have agreed to a scope and budget for the Project.

Now, Therefore, be it Resolved that, the City Council of the City of Manzanita:

Approves the Design Services Contract and Authorizes the City Manager to execute the Contract with Windsor Engineering to serve as the Design and Construction Engineer for the Classic Street Connection Project in an amount not to exceed \$482,700.

Introduced and adopted by the City Council on _____.

This resolution is effective on _____.

Kathryn Stock, Mayor

ATTEST:

Leila Aman, City Manager/ City
Recorder



COUNCIL STAFF REPORT

To: Mayor and City Council

Date Written: November 1, 2024

From: Leila Aman, City Manager

Subject: Guaranteed Maximum Price Amendment the Cove Built Construction Manager / General Contractor (CMGC) Contract to add solar panels and electrical connections to the Manzanita City Hall Project.

ACTION REQUESTED

Approve Resolution Authorizing the City Manager to Execute the Guaranteed Maximum Price Amendment for the Approved Change Order to add solar to the Manzanita City Hall Project.

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](#) – City Council approved Resolution 22-04 authorizing the City Manager to Execute a contract with Cove Built LLC for the Construction of Manzanita City Hall

[November 8, 2023](#) – City Council Approved Resolution 23-21 authorizing an Early Work Amendment for the abatement and demolition of the buildings on Underhill Plaza for the purpose of constructing a city hall.

[March 6, 2024](#) – City Council adopted Resolution 24-03 approving a Guaranteed Maximum Price Amendment to the CM/GC Contract with Cove Built, LLC in the amount of \$4,589,943.67 for the purpose of constructing a City Hall and authorizing the City Manager to negotiate and execute any contract or agreement related to the Project with a contract price of \$100,000 or less.

[June 5, 2024](#) – City Council discussed whether to add solar to the City Hall project and requested staff provide cost estimates for a battery back up versus and grid tied system.

[July 10, 2024](#) – City Council directed staff to move forward with a grid tied solar system for the City Hall project.

[October 9, 2024](#) – City Council approved a Guaranteed Maximum Price Amendment will enable the city's CM/GC, Cove Built, to add specific tasks added to the Project by the owner in the amount of \$131,771.04.

ANALYSIS

The approval of the Guaranteed Maximum Price Amendment will enable the city's CM/GC, Cove Built, to install a grid tied solar array system for the city hall project. The total cost of the solar installation including panels and electrical connections is \$77,820.66 bringing the total contract amount to \$4,799,535.37.

BUDGET IMPACT

The proposed change orders do not change or increase the overall estimated project budget of \$6,084,341.

WORKLOAD IMPACT

There is no additional workload impact on the City Manager for this change order if approved.

COORDINATION, CONCURRENCE, OR DISSENT

The City Attorney, Owners Representative and Cove Built, LLC have reviewed and approved the proposed GMP amendment.

STAFF RECOMMENDATION

Approve Resolution Authorizing the City Manager to Execute the Guaranteed Maximum Price Amendment for the Approved Change Order to add solar panels and electrical connections to the Manzanita City Hall Project.

ALTERNATIVES

Council may elect to not approve the Amendment doing so will remove solar from the project.

ATTACHMENTS

1. Guaranteed Maximum Price Amendment to Cove built CM/GC Contract Amendment including attachments
2. Resolution



COUNCIL RESOLUTION No. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANZANITA, OREGON, APPROVING A GUARANTEED MAXIMUM PRICE AMENDMENT TO THE COVE BUILT, LLC CM/GC CONTRACT, AUTHORIZING THE CITY MANAGER TO EXECUTE THE GUARANTEED MAXIMUM PRICE AMENDMENT FOR APPROVED CHANGE ORDER ADDING A SOLAR PANELS AND ELECTRICAL CONNECTION TO THE MANZANITA CITY HALL PROJECT

WHEREAS, the Manzanita City Council adopted findings authorizing the use of the construction manager-general contractor (“CM/GC”) alternative delivery method per ORS 279C.335(2) on January 5, 2022; and

WHEREAS, the City of Manzanita (the “City”) conducted a formal Request for Proposals process; and

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

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

WHEREAS, on November 8, 2023, the City Council approved Resolution 23-21 authorizing an early work amendment to the CM/GC Contract for the purpose of abatement, demolition and site clearing; and

WHEREAS, on March 6, 2024, the City Council approved Resolution 24-03 approving a Guaranteed Maximum Price Amendment to the CM/GC Contract with Cove Built, LLC in the amount of \$4,589,943.67 for the purpose of constructing a City Hall; and

WHEREAS, on October 9, 2024 the City Council approved Resolution 24-18 authorizing a Guaranteed Maximum Price Amendment to the CM/GC Contract with Cove Built, LLC in the amount of \$131,771.04 for approved changes to the scope of work for the project increasing the GMP to \$4,721,714,71; and

WHEREAS, on July 10, 2024, City Council authorized the City Manager to proceed with a grid tied solar array for the City Hall project; and

WHEREAS, the total costs for the solar array is \$77,820.66 bringing the total contract amount to \$\$4,799,535.37;

Now, Therefore, the City Council resolves as follows:

Section 1: The City Council approves and authorizes the City Manager to execute an Amendment to the CM/GC Contract with Cove Built, LLC to increase the Guaranteed Maximin Price to the CM/GC contract by \$77,820.66 bringing the total contract amount to \$\$4,799,535.37 for the purpose of constructing the Project.

Introduced and adopted by the City Council on **November 6, 2024.**

This resolution is effective on **November 6, 2024.**

Kathryn Stock, Mayor

ATTEST:

Leila Aman, City Manager/ City
Recorder

DRAFT AIA® Document G701® - 2017

Change Order

PROJECT: <i>(Name and address)</i> Manzanita City Hall 635-655 Manzanita Ave., Manzanita, OR 97130	CONTRACT INFORMATION: Contract For: City of Manzanita Date: 11/9/2022	CHANGE ORDER INFORMATION: Change Order Number: 02 Date: 11/6/2024
OWNER: <i>(Name and address)</i> City of Manzanita 167 S 5 th St. Manzanita, OR 97130	ARCHITECT: <i>(Name and address)</i> Bearing Architecture LLC 215 SE 9 th Ave. Unit 303 Portland, OR 97214	CONTRACTOR: <i>(Name and address)</i> Cove Built LLC 79117 Tide Rd. Arch Cape, OR 97102

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

PR-11 - \$77,820.66 - Add solar panels and electrical connections to roof of police station

See Attachment A for additional detail.

The original Guaranteed Maximum Price was
 The net change by previously authorized Change Orders
 The Guaranteed Maximum Price prior to this Change Order was
 The Guaranteed Maximum Price will be increased by this Change Order in the amount of
 The new Guaranteed Maximum Price including this Change Order will be

\$	4,589,943.67
\$	131,771.04
\$	4,721,714.71
\$	77,820.66
\$	4,799,535.37

The Contract Time will be unchanged by Zero (0) days.
 The new date of Substantial Completion will be unchanged - May 16, 2025

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Bearing Architecture LLC ARCHITECT <i>(Firm name)</i>	Cove Built LLC CONTRACTOR <i>(Firm name)</i>	City of Manzanita OWNER <i>(Firm name)</i>
_____ SIGNATURE	_____ SIGNATURE	_____ SIGNATURE
Christopher Keane, AIA, Principal PRINTED NAME AND TITLE	Jason Stegner, Owner PRINTED NAME AND TITLE	Leila Aman, City Manager PRINTED NAME AND TITLE
_____ DATE	_____ DATE	_____ DATE



PR-11

October 29, 2024

Owner:

City of Manzanita
129 S 5th St Manzanita, OR 97130

Project

Manzanita City Hall

Attn: Jessie Steiger

Via: E Mail:

Re:

DESCRIPTION:

Solar Installation

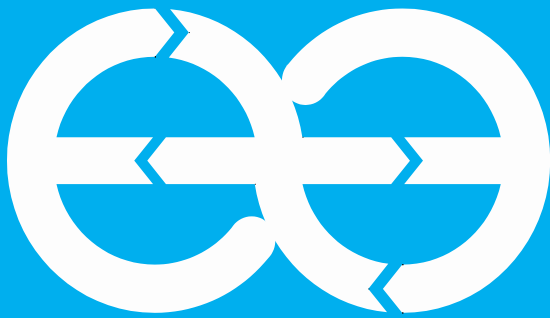
		Approved Contract Amount	\$ 4,721,714.71
Item #	Phase #	Description	Amount
1		Solar install Elemental Energy	\$ 66,163.00
2		Cox electric conduit runs and extra costs for solar install	\$ 4,608.00
3			\$ -
4			\$ -
5			\$ -
6			
7			\$ -
		Cost of Work	\$ 70,771.00
		Overhead and Profit and General Conditions- 7%	\$ 4,953.97
		Sub Total	\$ 75,724.97
		Liability Insurance - 1%	\$ 757.25
		Sub Total	\$ 76,482.22
		Bond - 1.75%	\$ 1,338.44
		Total	\$ 77,820.66
			\$ 4,799,535.37

Approved
Contractor

Approved
Owner

Jason Stegner
Cove Built

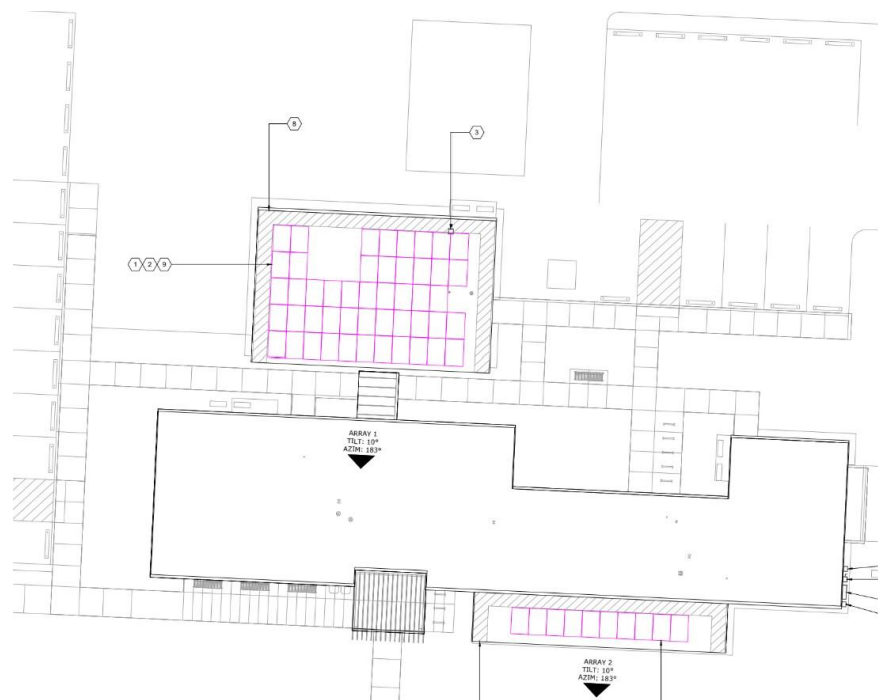
City of Manzanita



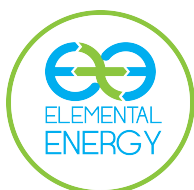
ELEMENTAL ENERGY

Manzanita City Hall_Solar PV Bid

October 14, 2024



THE FUTURE LOOKS BRIGHT. GO SOLAR!



ELEMENTAL ENERGY
www.elementalenergy.net

PREPARED BY:


Kevin Gooley
(971) 238-9794
KGooley@elementalenergy.net



INCENTIVES

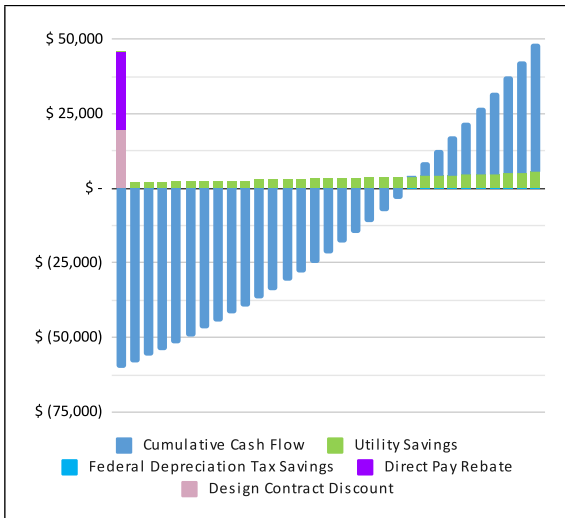
Design Contract Discount	-\$20,000
Direct Pay Rebate	-\$25,849

COST

Gross Price Before Discounts & Incentives	\$86,163
Tax	\$0
Out of Pocket	\$66,163
Net Cost Year 1	\$58,305
 Added Building Value	\$40,187

30-YEAR CASH FLOW

Year	Installed PV Cost	Design Contract Discount	Direct Pay Rebate	Federal Depreciation Tax Savings	State Depreciation Tax Savings	O&M	Utility Savings	Annual Cash Flow	Cumulative Cash Flow
0	\$ (86,163)	\$ 20,000	\$ 25,849	\$ -	\$ -	\$ -	\$ -	\$ (60,314)	\$ (60,314)
1				\$ 2,079	\$ 2,079	\$ -	\$ 2,009	\$ 2,009	\$ (58,305)
2				\$ 2,152	\$ 2,152	\$ -	\$ 2,227	\$ 2,152	\$ (56,225)
3				\$ 2,227	\$ 2,227	\$ -	\$ 2,304	\$ 2,227	\$ (54,074)
4				\$ 2,384	\$ 2,384	\$ -	\$ 2,467	\$ 2,384	\$ (51,847)
5				\$ 2,467	\$ 2,467	\$ -	\$ 2,553	\$ 2,467	\$ (49,543)
6				\$ 2,553	\$ 2,553	\$ -	\$ 2,642	\$ 2,553	\$ (47,159)
7				\$ 2,642	\$ 2,642	\$ -	\$ 2,734	\$ 2,642	\$ (44,692)
8				\$ 2,734	\$ 2,734	\$ -	\$ 2,829	\$ 2,734	\$ (42,139)
9				\$ 2,829	\$ 2,829	\$ -	\$ 2,927	\$ 2,829	\$ (39,497)
10				\$ 2,927	\$ 2,927	\$ -	\$ 3,029	\$ 2,927	\$ (36,763)
11				\$ 3,029	\$ 3,029	\$ -	\$ 3,135	\$ 3,029	\$ (33,934)
12				\$ 3,135	\$ 3,135	\$ -	\$ 3,244	\$ 3,135	\$ (31,007)
13				\$ 3,244	\$ 3,244	\$ -	\$ 3,357	\$ 3,029	\$ (27,978)
14				\$ 3,357	\$ 3,357	\$ -	\$ 3,473	\$ 3,244	\$ (24,843)
15				\$ 3,473	\$ 3,473	\$ -	\$ 3,594	\$ 3,244	\$ (21,599)
16				\$ 3,594	\$ 3,594	\$ -	\$ 3,719	\$ 3,357	\$ (18,243)
17				\$ 3,719	\$ 3,719	\$ -	\$ 3,849	\$ 3,473	\$ (14,769)
18				\$ 3,849	\$ 3,849	\$ -	\$ 3,983	\$ 3,594	\$ (11,175)
19				\$ 3,983	\$ 3,983	\$ -	\$ 4,121	\$ 3,719	\$ (7,455)
20				\$ 4,121	\$ 4,121	\$ -	\$ 4,265	\$ 3,849	\$ (3,607)
21				\$ 4,265	\$ 4,265	\$ -	\$ 4,413	\$ 3,983	\$ 376
22				\$ 4,413	\$ 4,413	\$ -	\$ 4,567	\$ 4,121	\$ 4,498
23				\$ 4,567	\$ 4,567	\$ -	\$ 4,726	\$ 4,265	\$ 8,762
24				\$ 4,726	\$ 4,726	\$ -	\$ 4,890	\$ 4,413	\$ 13,176
25				\$ 4,890	\$ 4,890	\$ -	\$ 5,060	\$ 4,567	\$ 17,743
26				\$ 5,060	\$ 5,060	\$ -	\$ 5,236	\$ 4,726	\$ 22,468
27				\$ 5,236	\$ 5,236	\$ -	\$ 5,419	\$ 4,890	\$ 27,358
28				\$ 5,419	\$ 5,419	\$ -		\$ 5,060	\$ 32,419
29								\$ 5,236	\$ 37,655
30								\$ 5,419	\$ 43,074



Total Return on Investment

171%

Simple Payback Period

Year 20

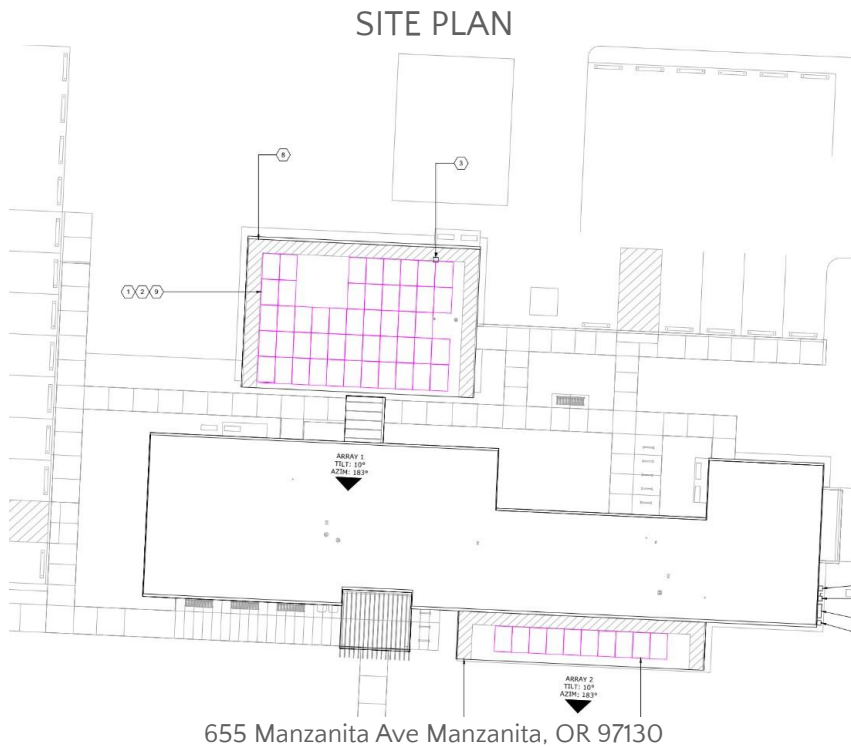
Internal Rate of Return

3%

Net Present Value

-\$6,364

Assumptions
 0% Federal Income Tax Rate
 0% State Income Tax Rate
 0% Discount Rate

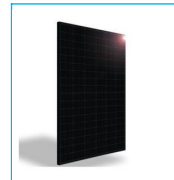


SCOPE OF WORK

- SOLAR PV
- ENERGY STORAGE
- ELECTRICAL UPGRADES
- ELECTRIC VEHICLE CHARGING
- LIGHTING UPGRADES
- CONSULTING
- (OTHER)

PV SYSTEM SIZE	ANNUAL PRODUCTION
24.9 kW	26.9 MWh

YES	NO	ITEM INCLUDED
X		Provide filing assistance for net-metering paperwork
X		Electrical Permit
X		All wiring, disconnects, and grounding according to 2023 NEC
X		Commission system
X		2-year solar installation warranty
X		System operation and safety walkthrough
X		Owners manual with all design documentation
X		Structural engineering analysis



SOLAR MODULES
58 Silfab 430 (or comparable)
Warranty: 30 years



INVERTER
58 Enphase IQ8M
Warranty: 25 years

ADDITIONAL INCLUSIONS

BOLI wage rates July 2023

ADDITIONAL EXCLUSIONS

- Low voltage wiring to Enphase communications and monitoring
- Electrical upgrades
- Structural upgrades
- Utility upgrades
- Conduit rough-in
- Underground conduit

CHANGE ORDER REQUEST

COR Date: October 29, 2024

COR# 9

JOB# 4140



Project Name: Manzanita City Hall

Project Address: 655 Manzanita Ave., Manzanita, OR, 97131

Builder Name: Cove Built LLC

PM Contact: Jason Stegener

PM Email: jstegner@covebuilt.com

Summary of Work Proposed:

PV System Conduit Chase Only per PV Design Drawings Submittal. Provide Cat6 data run from PV Monitor location to Comm109. Refer to attached Markups on E3.01.

Inclusions:

- Conduit "B" from COM-1 to PV Junction Box (2) 3/4" EMT
- Conduit "C" from E-Room to PV Junction Box (1) 3/4" EMT
- Conduit "D" Extend from UG in electrical Room to Building Exterior 1-1/2" EMT/PVC
- Conduit "E" 1" Conduit from COM-1 To PV Disconnect Exterior of Building
- Conduit "F" 1" Conduit from PV Disconnect to Meter Location Exterior of Building
- Cat6 from PV Monitor to Communications Closet 109 (1)

Exclusions:

Materials and labor charges resulting from conditions unknown and/or unforeseen including planned construction not represented on bid set plans and specs. Demo/Safe-Off/Trade or Temporary power and lighting. Roof penetrations by others. Fire rated GYP assemblies. Data/Telecom/AV/Security cabling, terminations, equipment or hookup. Cabletray or horizontal telecom chase. Excavation, trench, coredrill, sawcut, backfill, concrete by others. Concrete pole base by others. Unistrut mounting structures. Seismic wire fixture supports by others. Firewatch, troubleshoot or repair of existing system. Repair or replacement of existing power service equipment including provision of new main breakers. Demo/haul off of existing electrical equipment. All permit fees to be paid by owner.

Schedule:

LEAD TIMES: N/A

INSTALL TIME: 4 days

TOTAL CHANGE ORDER REQUEST PRICE: \$4,608.00

CHANGE ORDER REQUEST OPTIONS/ALTERNATES

Opt./Alt.1		ADD/DEDUCT
Opt./Alt.2		ADD/DEDUCT

The options/alternate items priced above are in addition to the Total Bid Price. Bid Proposal Pricing will be honored for 30 days.

Respectfully Submitted,

Zandi Cox
President, Estimating & Operations

CHANGE ORDER REQUEST APPROVAL

APPROVED BY: _____

Total Amount Approved: \$ _____

Signature: _____

Date Signed: _____

CHANGE ORDER REQUEST - PRICING SUMMARY SHEET



COR Date: October 29, 2024

COR# 9

Project: Manzanita City Hall

SUMMARY OF CHANGE ORDER TAKE OFF			
		Materials	\$ 635.36
		Electrician Labor	\$ 3,385.20
SUBTOTAL COR LABOR & MATERIALS TAKE OFF:		\$	4,020.56
		Permits & Licenses	\$ -
		Equipment & Rentals	\$ -
		Smalls & Tools	\$ -
		GA & Overhead Expenses	\$ 168.87
		Other Take Off Expenses	\$ -
SUBTOTAL COR ADDITIONAL ITEMS TAKE OFF:		\$	168.87
		Subcontractor Quotes	\$ -
		Supplier Quotes	\$ -
SUBTOTAL COR SUBCONTRACTORS/SUPPLIERS QUOTES:		\$	-
SUBTOTAL CHANGE ORDER REQUEST:		\$	4,189.43
Profit & Overhead COR	10%	Subtotal Profit Margin:	\$ 418.94
Contingency COR	0%	Subtotal Contingency:	\$ -
TOTAL CHANGE ORDER REQUEST:		\$	4,608.38

Change Order Request Notes:

CHANGE ORDER REQUEST - LABOR & MATERIALS TAKE OFF



COR Date: October 29, 2024

COR# 9

Project: Manzanita City Hall

COR TAKE OFF

DESCRIPTION	Labor	Materials	Qty	Per Unit	Subtotal
3/4" EMT Complete	\$ 11.16	\$ 1.55	150.00	\$ 12.71	\$ 1,906.50
1" EMT Complete	\$ 13.64	\$ 2.45	50.00	\$ 16.09	\$ 804.50
1-1/2" EMT Complete	\$ 18.60	\$ 4.56	30.00	\$ 23.16	\$ 694.80
Cat6 Data Run Complete	\$ 3.72	\$ 0.75	100.00	\$ 4.47	\$ 447.00
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
Wirenuts/Tape/Connectors	\$ 12.40	\$ 8.57	8.00	\$ 20.97	\$ 167.76
TAKE OFF SUBTOTAL:					\$ 4,020.56

CHANGE ORDER REQUEST - ADDITIONAL ITEMS TAKE OFF



COR Date: October 29, 2024

COR# 9

Project: Manzanita City Hall

PERMITS & LICENSES COR

Item No.	DESCRIPTION/AHJ	Unit Cost	Qty	Cost	Bid Price
	ELECTRICAL TRADE PERMIT				
	LOW VOLT PERMIT				
	FIRE ALARM PERMIT				
COR PERMITS & LICENSES				\$ -	\$ -

EQUIPMENT AND RENTALS COR

Item No.	DESCRIPTION/Vendor	Unit Cost	Qty	Cost	Bid Price
	BOOM LIFT				
	SCISSOR LIFT				
	GRADALL				
	DELIVERY FEES				
COR EQUIPMENT & RENTALS TOTALS				\$ -	\$ -

SMALLS & TOOLS COR

Item No.	DESCRIPTION/Vendor	Unit Cost	Qty	Cost	Bid Price
COR SMALLS & TOOLS TOTALS				\$ -	\$ -

GA & OVERHEAD EXPENSES COR

Quote	DESCRIPTION/Vendor	Unit Cost	Qty	Cost	Bid Price
	CAT TAX	0.57%	4554	\$ 25.96	\$ 25.96
	GL	0.50%	4583	\$ 22.92	\$ 22.92
	PLAN COPIES				
	SITE SUPERVISION LABOR	\$ 150.00			
	PROJECT MANAGER	\$ 120.00	1	\$ 120.00	\$ 120.00
COR GA & OVERHEAD EXPENSE TOTALS				\$ 168.87	\$ 168.87

OTHER EXPENSES COR

Quote	DESCRIPTION/Vendor	Unit	Qty	Cost	Bid Price
COR OTHER EXPENSE TOTALS				\$ -	\$ -

CHANGE ORDER REQUEST - SUBCONTRACTORS & SUPPLIERS



COR Date: October 29, 2024

COR# 9

Project: Manzanita City Hall

SUBCONTRACTOR QUOTES COR

SUBCONTRACTOR WORK SCOPE	Company Name	Cost Quote ALL	Quote Cost	Bid Price
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
COR SUBCONTRACTOR QUOTE TOTALS			\$0.00	\$0.00

SUPPLIER QUOTES COR

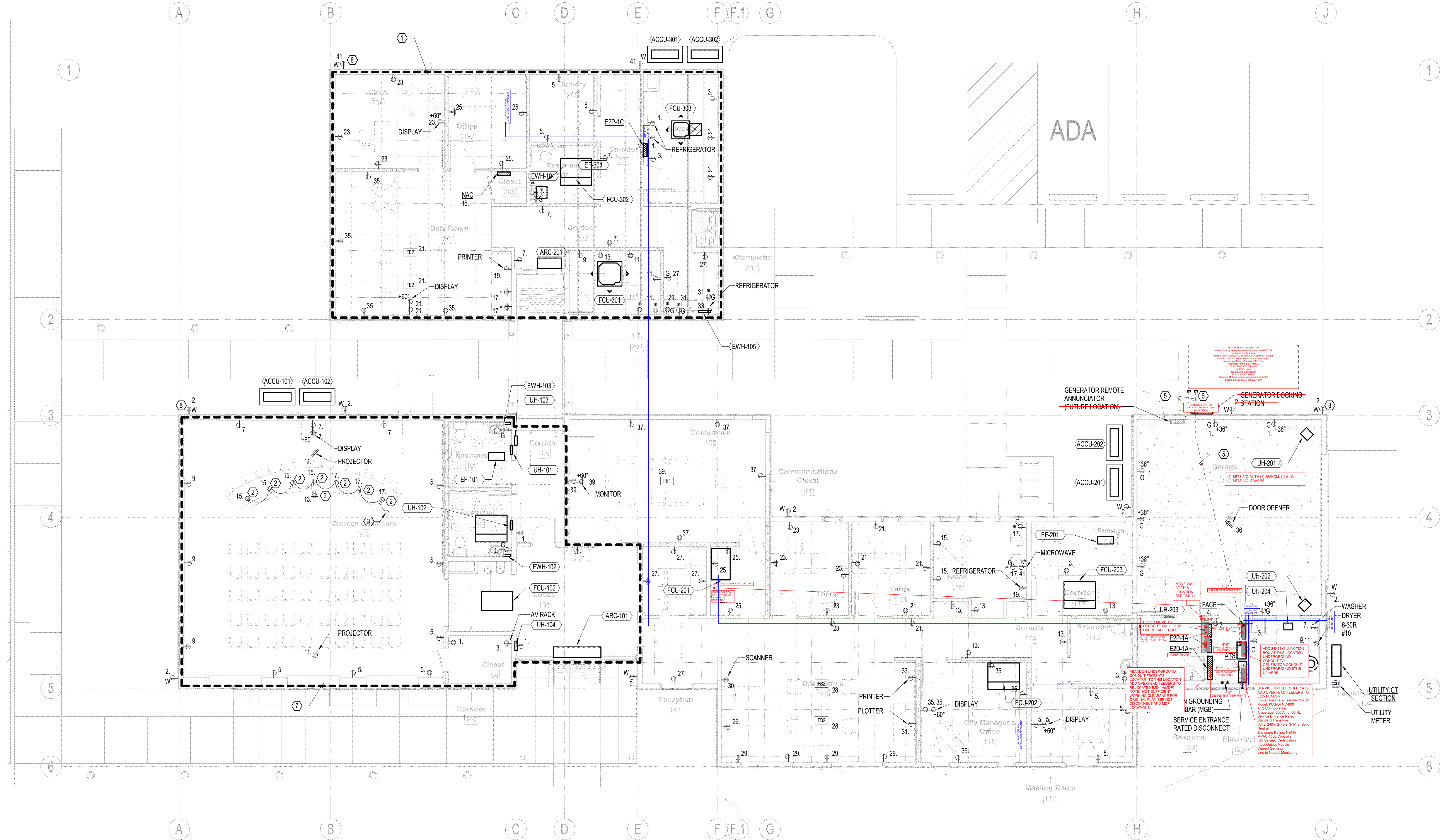
SUPPLIER WORK SCOPE	Company Name	Cost Quote ALL	Quote Cost	Bid Price
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
COR SUPPLIER QUOTE TOTALS			\$0.00	\$0.00

GENERAL NOTES:

- A. UNLESS OTHERWISE NOTED, THE NUMBER SHOWN ADJACENT TO DEVICES ON THIS PLAN INDICATES THE CIRCUIT BREAKER THAT IS TO BE UTILIZED WITHIN BRANCH PANEL E2P-1A.
- B. MECHANICAL AND PLUMBING EQUIPMENT IS SHOWN FOR REFERENCE ONLY. REFER TO M AND P SERIES DRAWINGS FOR EXACT EQUIPMENT LOCATIONS. SEE E0.02 FOR EQUIPMENT CONNECTION SCHEDULE.

NOTES:

- 1. NUMBER SHOWN ADJACENT TO DEVICES WITHIN THIS DASHED LINE INDICATES THE CIRCUIT BREAKER THAT IS TO BE UTILIZED WITHIN BRANCH PANEL E2P-1C.
- 2. DEVICE RECESSED WITHIN CASEWORK. REFER TO ARCHITECTURAL DETAILS FOR CONDUIT ROUTING REQUIREMENTS. ROUTE (1) 3/4" CONDUIT BETWEEN DEVICES.
- 3. (1) 1" CONDUIT STUB LOCATION INTO CASEWORK FROM BELOW FOR POWER CONNECTIONS. HOMERUN BACK TO PANEL E2P-1A.
- 4. FUTURE OWNER FURNISHED, OWNER INSTALLED GENERATOR LOCATION.
- 5. POWER AND CONTROL CONDUIT FOR FUTURE GENERATOR INSTALLATION. SEE 1/E7.01 FOR ADDITIONAL INFORMATION.
- 6. STUB AND CAP CONDUIT 3'-0" FROM BUILDING EXTERIOR FOR FUTURE EXTENSION.
- 7. NUMBER SHOWN ADJACENT TO DEVICES WITHIN THIS DASHED LINE INDICATES THE CIRCUIT BREAKER THAT IS TO BE UTILIZED WITHIN BRANCH PANEL E2P-1B.
- 8. LOCATE RECEPTACLE HIGH ON WALL UNDERNEATH EAVE. REFER TO 1/A9.01 AND 2/A9.01 FOR LOCATION AND MOUNTING REQUIREMENTS.

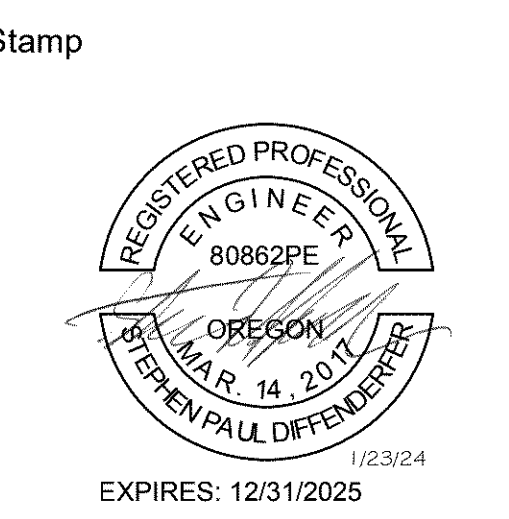
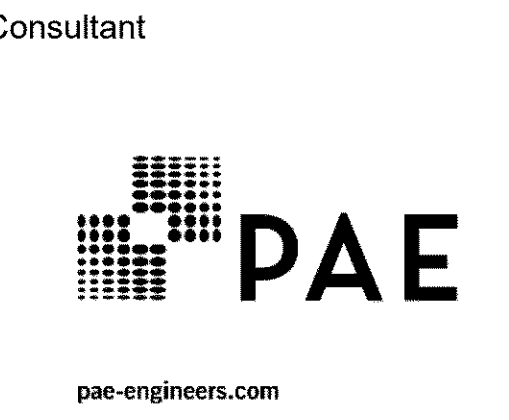


Manzanita City Hall
 655 Manzanita Ave.
 Manzanita, OR 97131



Bearing Architecture LLC
 215 SE 9th Avenue - Unit 303
 Portland, Oregon 97214

letstalk@bearingarchitecture.com
 (503) 487-0211



Printing	Date
PRELIMINARY PRICING SET	Dec 16, 2022
PRICING SET	Sept 22, 2023
PROGRESS SET	Dec 22, 2023
GMP / PERMIT SET	Jan 26, 2024

Revisions and Description	Date

PV SYSTEM CONDUIT COR#9 10/29/24

NOTE: 2-1/2" UNDERGROUND INSTALLED AS APPROVED COX COR#5, PRICING NOT INCLUDED IN COR#9

PAE
 Bearing Job Number
 2202

Sheet Title
FIRST FLOOR PLAN - POWER (AND SIGNAL)

Sheet Number
E3.01



COUNCIL STAFF REPORT

To: Mayor and City Council

Date Written: October 30, 2024

From: Mike Sims, Police Sergeant

Reviewed: Leila Aman, City Manager

Subject: Ordinance 24-05 Reducing the Speed Limit to 20 Miles Per Hour (MPH) in Residence Districts within the City of Manzanita - second reading

ACTION REQUESTED

Conduct a second reading of Ordinance 24-05 Reducing the Speed Limit to 20 Miles Per Hour (MPH) in Residence Districts within the City of Manzanita.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

[September 13, 2023](#) – City Council discussed the potential for lowering speed limits in residential districts to 20 MPH citywide as a first step in implementing the City’s Transportation System Plan (TSP). The City Council directed staff to conduct a community survey and gather additional information.

[December 13, 2023](#) – Staff presented the results from the community survey to City Council and were directed to conduct additional research on the implementation of a 20 MPH speed limit in residential districts citywide.

[June 12, 2024](#) – Staff presented findings on the legal authority and steps required to implement a 20 MPH speed limit. The City Council directed staff to develop an Ordinance for City Consideration.

[October 9, 2024](#) – City Council conducted a first reading of Ordinance 24-05

BACKGROUND

In August 2023 the City of Manzanita adopted a Transportation System Plan (TSP) which included new transportation policies for the City. These policies were incorporated into Goal 12 of the City’s Comprehensive Plan. Reducing the speed limit in residential areas can have a significant impact on pedestrian and bicycle safety, which is the cornerstone of the TSP.

Staff conducted a community survey to assess interest and support in reducing speed limits citywide. There were 255 respondents to the survey, the majority of which represented homeowners in the City of Manzanita. Of those, 81 percent supported the proposed speed

reduction. Key themes that emerged from the survey included the need for a higher level of safety citywide, increased enforcement, and a need for more signage to indicate speed limits. Survey respondents also indicated that Manzanita Avenue, Dorcas Lane, Classic Street, Necarney Blvd., Lakeview Drive, Carmel Avenue, and 3rd Street should be areas of focus. Notably, these streets also aligned with the streets indicated in the TSP as future bike and pedestrian facilities.

To implement this change, staff conducted research to determine whether the City had the authority to lower the speed limit within City limits. Per Oregon Revised Statute (ORS) Chapter 810.010, cities (i.e., Manzanita) are the delegated “road authority.” Per ORS 810.180 Section (11), cities are permitted to lower speed limits by 5 MPH, except on arterial highways (i.e., U.S. 101). Currently, all residential streets are 25 MPH per ORS 811.111 Section (1)(d)(D). The Manzanita City Council serves as the Road Authority and has the ability to adopt an Ordinance to implement a 20 MPH speed limit in residential areas.

ANALYSIS

Citywide, the speed limit is 25 MPH except on:

1. Laneda Avenue (20 MPH)
2. Necarney Blvd. (25 MPH)
3. A portion of Necarney City Road (35 MPH)

Per ORS 810.180 Section (11), “A city may establish by ordinance a designated speed for a highway as defined in ORS 801.305 under the jurisdiction of the city that is five miles per hour lower than the statutory speed. The following apply to the authority granted under this subsection:

- a) The highway is located in a residence district. (A ‘highway’ is defined as “every public way, road, street, thoroughfare and place, including bridges, viaducts and other structures within the boundaries of this state, open, used or intended for use of the general public for vehicles or vehicular traffic as a matter of right.” A ‘residence district’ is defined as “territory not comprising a business district that is contiguous to a highway and has access to dwellings provided by alleys.”)
- b) The highway is not an arterial highway. (For example, U.S. 101.)
- c) The city shall post a sign giving notice of the designated speed at each end of the portion of highway where the designated speed is imposed and at such other places on the highway as may be necessary to inform the public. The designated speed shall be effective when signs giving notice of the designated speed are posted.”

BUDGET IMPACT

The Fiscal Year 2024-2025 Budget already includes funding for speed limit signs – including thermoplastic and radar signs – signposts, and their installation.

WORKLOAD IMPACT

Manzanita Public Works Department labor hours for installation of new 20 MPH speed limit signs and replacement of current 25 MPH with 20 MPH speed limit signs. Educational initiatives will also be launched to inform residents, motorists, and other stakeholders about the benefits of slower speeds and the importance of adhering to the new speed limit. If required, additional materials such as flyers, website and other sources of information will require staff time. This will largely impact the police department with oversight by the City Manager.

COORDINATION, CONCURRENCE, OR DISSENT

The City Attorney has reviewed this Ordinance.

STAFF RECOMMENDATION

Conduct a second reading of Ordinance 24-05 Reducing the Speed Limit to 20 Miles Per Hour in Residence Districts Within the City of Manzanita.

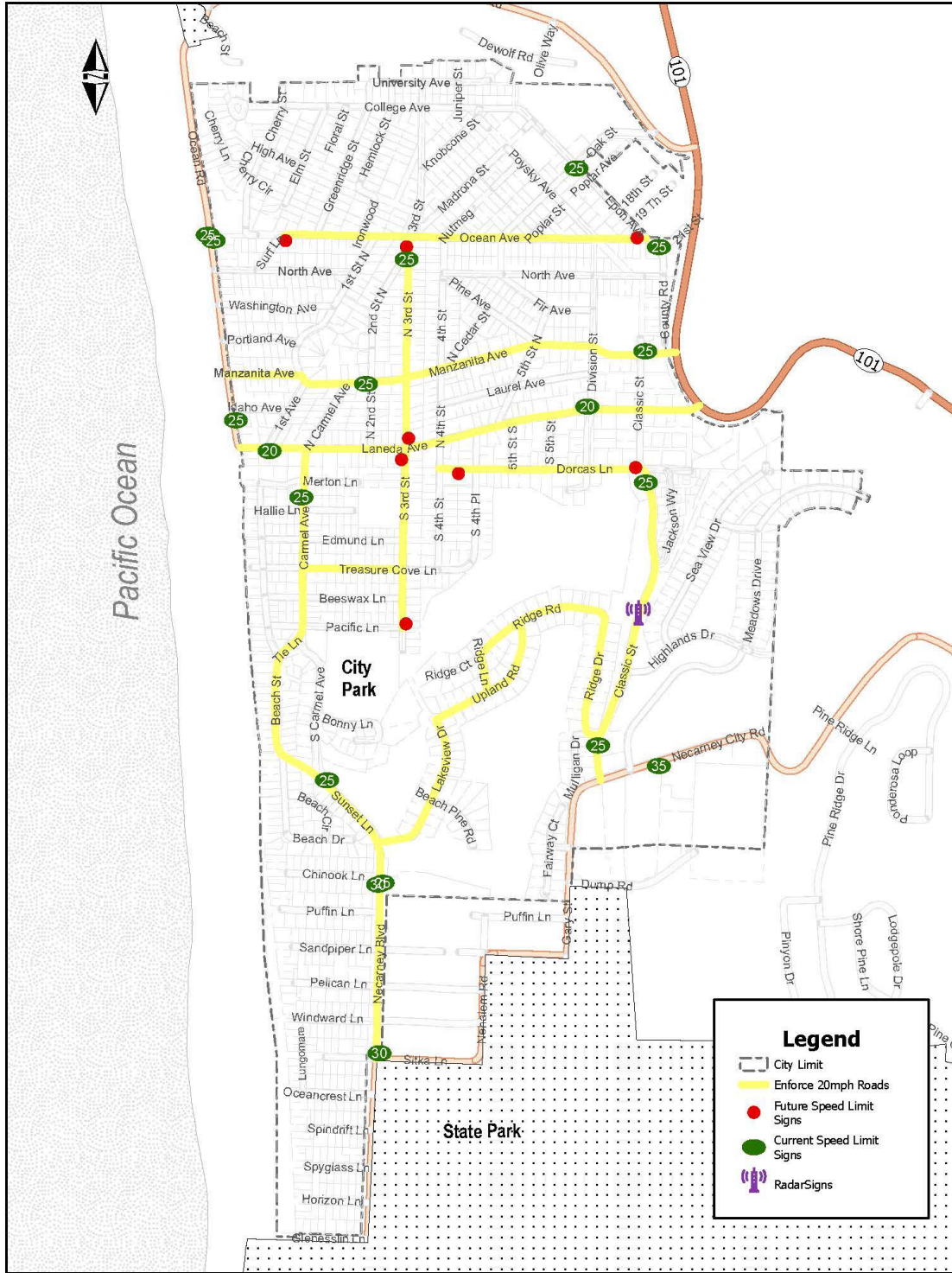
ALTERNATIVES

Council can elect to not conduct a second reading of Ordinance and maintain existing speed limits.

ATTACHMENTS

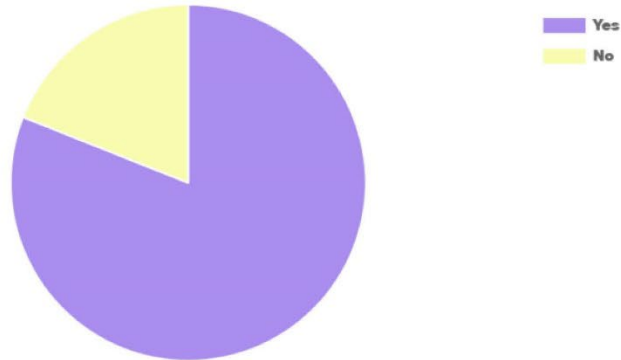
1. Map
2. Survey Results and Community Feedback Summary
3. Ordinance

Attachment 1 – Map



Attachment 2 – Survey Results and Community Feedback Summary

The Manzanita City Council is considering lowering the speedlimit on all streets within the city to 20 miles per hour. Most residential streets are currently 25 Miles Per Hour. Do you support this change?



ANSWERS	RESPONSES
Yes	81% 207
No	19% 48



Public Input - 255 Respondents

ANSWERS	RESPONSES
Home Owner	93% 236
Business Owner	4% 10
Renter	2% 6
Other	1% 2
Visitor	0% 1

Currently, there is approximately 600 full time residents





COUNCIL ORDINANCE No. 24-05

AN ORDINANCE OF THE CITY OF MANZANITA, OREGON REDUCING THE SPEED LIMIT TO 20 MILES PER HOUR IN RESIDENCE DISTRICTS WITHIN THE CITY OF MANZANITA.

WHEREAS, the 2019 Oregon Legislature passed SB 558, which included amendments to ORS 810.180 to authorize cities to designate by ordinance a speed that is five miles per hour (“MPH”) lower than the statutory speed on non-arterial streets in “residence districts” under their jurisdiction; and

WHEREAS, Volume 2 of the Nehalem Bay Transportation System Plan for Manzanita assessed ‘key needs’ to inform recommended projects, including “traffic calming to lower vehicle speeds on local roads,” as well as “more facilities for people walking and biking” thus populating local roads with more pedestrians and further providing need for lower vehicle speeds; and

WHEREAS, research shows that the average risk of severe injury and/or death for a pedestrian struck by a vehicle is reduced by about half when struck at 20 MPH versus 25 MPH (Tefft, B.C. (2011). *Impact Speed and a Pedestrian’s Risk of Severe Injury or Death* (Technical Report). Washington, D.C.: AAA Foundation for Traffic Safety); and

WHEREAS, reducing the speed limit to 20 MPH on designated streets will ‘enhance safety’ as well as ‘quality of life,’ implementing primary themes of Volume 2 of the Nehalem Bay Transportation System Plan for Manzanita.

Now, therefore, the City of Manzanita (the “City”) does ordain as follows:

Section 1. Definitions

The following words and phrases, as used herein, shall have the following meanings:

- A. Highway - Every public way, road, street, thoroughfare and place, including bridges, viaducts and other structures within the boundaries of this state, open, used or intended for use of the general public for vehicles or vehicular traffic as a matter of right, consistent with ORS 801.305.
- B. Designated speed - The speed that is designated by the City as the maximum permissible speed for a highway and that may be different from the statutory speed for the highway, consistent with ORS 810.180.
- C. Statutory speed - The speed that is established as a speed limit under ORS 811.111, or is established as the speed the exceeding of which is prima facie evidence of violation of the basic speed rule under ORS 811.105.
- D. Residence district – Consists of all territory described under ORS 810.180(12) or ORS 801.430.

E. Non-Arterial Highway – A highway that is not used primarily by through traffic.

Section 2. Ordaining Clauses

- A. Consistent with ORS 810.180, the City of Manzanita establishes a designated speed of 20 MPH, five MPH lower than the statutory speed of 25 MPH, on all non-arterial highways in residence districts.
- B. Consistent with ORS 810.180(11)(c), the designated speed established by this Ordinance shall become effective on a non-arterial highway when signs giving notice of the designated speed are posted at each end of that non-arterial highway and at such other places on the non-arterial highway as may be necessary to inform the public.

Section 3. Violation - Penalty

- A. Consistent with ORS 811.109, exceeding a designated speed posted under ORS 810.180 (Designation of maximum speeds) is punishable as follows:
 - a. One to 10 miles per hour in excess of the designated speed is a Class D traffic violation.
 - b. 11 to 20 miles per hour in excess of the designated speed is a Class C traffic violation.
 - c. 21 to 30 miles per hour in excess of the designated speed is a Class B traffic violation.
 - d. Over 30 miles per hour in excess of the designated speed is a Class A traffic violation.

Read the first time on **October 9, 2024** and moved to second reading by _____ vote of the City Council.

Read the second time and adopted by the City Council on _____.

Signed by the Mayor on _____.

Mayor

ATTEST:

Leila Aman, City Manager/Recorder



COUNCIL STAFF REPORT

To: Mayor and City Council

Date Written: October 30, 2024

Reviewed: Leila Aman, City Manager

From: Scott Gebhart, Development Services Manager

Subject: Ordinance 24-06 Amending Section 1, Section 4(B), Section 4(I), Section 5(A) and Section 5(B) of Ordinance 10-03 Establishing Rules and Regulations Relating to Short Term Rentals – second reading

ACTION REQUESTED

Conduct a second reading of Ordinance 24-06 Amending Section 1, Section 4(B), Section 4(I), Section 5(A) and Section 5(B) of Ordinance 10-03 Establishing Rules and Regulations Relating to Short Term Rentals.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

[September 4, 2024](#) – Staff provided city council with an overview of proposed housekeeping amendments.

[October 9, 2024](#) – City Council conducted a first reading of Ordinance 24-06.

BACKGROUND

On [May 8, 2024](#) City Council approved Ordinance 24-02, which regulates outdoor lighting citywide. Ordinance 24-02 builds upon and expands the requirements for outdoor lighting set forth in Ordinance 10-03 which apply only to short term rentals. Staff recommend that the City Council amend Ordinance 10-03 to refer to Ordinance 24-02 to ensure consistency across all properties in the City allowing for consistency in application of the rules and enforcement.

Staff have determined that a minor adjustment to renewal and inspection deadlines outlined in Ordinance 10-03 would create a more efficient and manageable workload for staff and would result in higher levels of customer service throughout the year. Currently, renewals and quarterly tax payments (Transient Lodging Tax) which currently start on July 1st and provide staff with only 31 days to process a minimum of approximately 550 documents on top of staff's regular duties. Additionally, staff conduct between 70 and 100 periodic re-inspections between January 1st and July 1st. The proposed changes are outlined below.

Finally, the STR Committee recommended clarification of language regarding short term rental identification sign standards outlined in more detail below.

These are all minor adjustments that provide more clarity for both city staff responsible for issuing permits, conducting inspections, and enforcing the rules and regulations outlined in 10-03.

Proposed Changes

- Amend outdoor lighting to reference Ordinance 24-02.
- Change periodic re-inspection due date to June 1st.
- Change renewal due date to September 1st.
- Replace 'visible' with the phrase 'rigid and readable' to identification sign requirements.

BUDGET IMPACT

None

WORKLOAD IMPACT

By changing the Periodic Re-Inspection due dates to June 1st and annual renewals to September 1st, staff will have more time to process documents.

COORDINATION, CONCURRENCE, OR DISSENT

The City Attorney has reviewed this Ordinance.

STAFF RECOMMENDATION

Conduct a second reading of Ordinance 24-06 Amending Section 1, Section 4(B), Section 4(I), Section 5(A) and Section 5(B) of Ordinance 10-03 Establishing Rules and Regulations Relating to Short Term Rentals.

ALTERNATIVES

Council can elect to not conduct a second reading of this Ordinance, leaving the current Ordinance in place.

ATTACHMENTS

1. Ordinance 24-06



COUNCIL ORDINANCE No. 24-06

AN ORDINANCE OF THE CITY OF MANZANITA, OREGON AMENDING SECTION 1, SECTION 4(B), SECTION 4(I), SECTION 5(A) and SECTION 5(B) OF ORDINANCE 10-03 ESTABLISHING RULES AND REGULATIONS RELATING TO SHORT TERM RENTALS.

WHEREAS, Ordinance No. 24-02 was adopted by City Council on May 8, 2024 and went into effect on June 7, 2024 to increase livability and protect the natural environment from the impact of outdoor lighting by minimizing light pollution, glare and light trespass at night citywide; and,

WHEREAS, city staff have determined that the required timing of the processing of Annual Short Term Rental License Renewals, Quarterly Transient Lodging Tax payment processing, and Short Term Rental Inspections imposes a significant seasonal workload impact on staff which impacts the City's ability to provide a high level of customer service; and,

WHEREAS, ensuring the rigidity and readability of identification signs on licensed Short Term Rentals within the City is necessary to ensure the intent of the requirement in the ordinance is achieved.

Now, Therefore, the City of Manzanita Does Ordain as Follows:

SECTION 1:

Section 1, Section 4(B), Section 4(I), Section 5(A) and Section 5(B) of Ordinance 10-03 are hereby amended as follows, [Language proposed to be added is shown as underlined and changes proposed to be deleted are shown as ~~strikethrough~~]

Section 1 – Definitions

Short-Term Rental License. A permit to operate a Short-Term Rental in accordance with this and all City Ordinances. The licensing year is ~~August~~ September 1st to ~~July~~ August 31st of the following year and the fee of which is not subject to proration.

Section 4 – Standards

b. Identification Sign. In addition to the signs permitted by Section 4.070 of Ordinance 95-4 the Owner or Local Agent shall provide and maintain a sign that lists a

telephone number for the Owner or Local Agent as required under Section 4(d). Such signage shall be rigid and visible-readable from the street and shall be no smaller than 72 square inches nor larger than 90 square inches. Such sign shall include the MCA for the Dwelling Unit as described in Section 2(b) of this Ordinance.

i. Outdoor Lighting – To minimize light pollution, glare, light trespass and to protect the dark skies all Short-Term Rentals shall be in compliance with Manzanita Ordinance 24-02.

~~1. Outdoor light fixtures shall be fully shielded by opaque side and top covers or frosted glass and the bulb pointed in a downward direction so that light does not radiate from the sides or top of the fixture.~~

~~2. Bulbs shall be “warm” rather than daylight, and either amber or lower emission LED (less than 3000k).~~

~~3. Lights shall be turned off when not in use and shall not be left on for more than 12 hours. As an alternative, porch lights may be fitted with motion detectors.~~

~~4. Security (flood) lights shall be on motion detectors and must not shine on adjacent houses. [Added by Ord. No. 21-06, 9/8/21]~~

Section 5 – License Renewals and Re-inspections

- a. Renewal Fee. All Short-Term Rental Licenses shall be renewed annually for the period of ~~August~~ September 1 of the current year to ~~July~~ August 31 of the following year provided all requirements in this Ordinance and Transient Lodging Tax Ordinance No.16-03 continue to be met. If the Owner is out of compliance with the provisions of this Ordinance or any other City Ordinance, regulation or requirement, the City will not renew the license, and the property shall no longer be used as a Short-Term Rental. A license shall not be renewed if fines related to a violation of any City Ordinance or Transient Lodging Taxes related to the subject property are outstanding.

Failure to pay the required license renewal fee, determined by resolution of the City Council, or to submit any form or document required for renewal by the annual August 1 due date shall result in the assessment of a late fee as determined by resolution of the City Council. Failure to pay the required license renewal fee or to submit any form or document required for renewal within thirty (30) days following the annual ~~August~~ September 1st due date shall be considered abandonment of the Short-Term Rental License and the license shall expire.

- b. Periodic Re-inspection. Every Short-Term Rental License shall be subject to re-inspection of the Dwelling Unit by the City Building Official or designee at the City's discretion, but no less than every three (3) years. The purpose of this inspection will be to determine the conformance of the Dwelling Unit with the State of Oregon Residential Specialty Code regulations which may be directly related to potential safety issues, and with all other standards required by the City. The City reserves the right to modify inspection requirements to ensure compliance with any standards required by the City. The City shall notify the Owner of required re-inspections at least six (6) months prior to the ~~renewal inspection due date of June 1st of the Short-Term Rental License.~~ The Owner shall pay a fee as determined by resolution of the City Council and arrange for a re-inspection by the City Building Official or designee and must correct any identified deficiencies. All follow-up inspections due to failed items on the city-published inspection list will be subject to additional inspection fees. Failure to arrange for the re-inspection and complete correction of all identified deficiencies by ~~the annual August-June 1st renewal due date for the Short-Term Rental License~~ shall be considered abandonment of the Short-Term Rental License and the license shall expire.

Read the first time on **October 9, 2024**, and moved to second reading by _____ vote of the City Council.

Read the second time and adopted by the City Council on _____.

Signed by the Mayor on _____.

Kathryn Stock, Mayor

ATTEST:

Leila Aman, City Manager/Recorder