



**REGULAR MEETING AGENDA
TOWN HALL
June 1st, 2021 – 6:00pm**

This meeting will be held electronically via Zoom. There are two ways to join the meeting:

- 1. You can join the meeting with your computer or smartphone using the following link and password:**

Meeting ID: 863 5360 6001 | Password: No Password Required

- 2. You can join the meeting by landline phone or mobile phone by dialing +1 (669) 900-6833 and using the following information:**

Meeting ID: 863 5360 6001 | Password: No Password Required

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearingimpaired or for other accommodations for persons with disabilities should be made at least 48 hours in advance of the meeting to the City Recorder at 541-535-1566, ext. 1012.

TURA reserves the right to add or delete items as needed, change the order of the agenda, and discuss any other business deemed necessary at the time of the study session and/or meeting. Study Sessions, Regular and Special TURA meetings are being digitally recorded and will be available on the City website.

Anyone wishing to speak on an agenda item will be given an opportunity to speak once the chair calls for speaks. Public Comment Forms are located at the entrance to the meeting place. Anyone commenting on a subject not on the agenda will be called upon during the “Speakers Heard on Non-Agenda Items” section of the agenda. Comments pertaining to specific agenda items will be taken at the time the matter is discussed by the Board.

- 1. Call to Order/Roll Call**

- 2. Speakers Heard on Non-Agenda Items**

Limited to 5 minutes or less per Board discretion

- 3. Consent Agenda**

The consent agenda consists of items of a repeating or routine nature considered under a single action. Any Board member may have an item on the consent agenda removed and considered separately on request.

3.1. Approval of Meeting Minutes for May 4th, 2021 3 - 6

- 4. Regular Session**

4.1. Public Hearing, Resolution 21-4, Adopting the Fiscal Year 2021-2022 Budget 7 - 17

4.2. Acceptance of United Church of Christ Donation for Gateway Site 18 - 21

4.3. Resolution 21-5, Approving Gateway Construction Agreement with Pilot Rock Excavation, Amendment with Healthy Sustainable Communities, and Professional Services Agreements

| | | |
|------|--|---------|
| | with Powell Engineering, Alpine Engineering and Pacific 3D Reality Capture, and Talent Maker City | 22 - 84 |
| 4.4. | Talent Public Art Committee Presentation of Gateway Mural Artwork Submissions | 85 |
| 4.5. | Gateway Groundbreak Discussion | 86 |
| 5. | Items from Executive Director | |
| 6. | Items from Chair or Agency Members | |
| 7. | Adjournment | |



**REGULAR MEETING MINUTES
TOWN HALL
May 4, 2021 — 6:00 p.m.**

*Study Session, Regular Council & TURA meetings are being digitally recorded
and will be available on the City website.*

1. Call to Order/Roll Call at 6:04 p.m.

| Members Present: | Members Absent: |
|---|------------------------|
| Chair Ayers-Flood Vice-Chair Clark Member Byers Member Volkart Member Paré-Miller Member Pastizzo Member Ponomareff | |
| Also Present: | |
| Jon Legarza, Executive Director | |

2. Speakers Heard on Non-Agenda Items

None

3. Consent Agenda

3.1 Approval of Meeting Minutes for April 6, 2021

Motion: Member Paré-Miller moves to approve the consent agenda. Ponomareff seconded.

Discussion: None.

Vote: All ayes; motion carries.

4. Regular Agenda

4.1 Gateway Project Bid Update and Contracting Timeline

Staff Report – Executive Director

Legarza provided an update to the Board of Directors on the ongoing progress for the Gateway transitional housing to permanent development project. Legarza discussed the invitation to bid along with presenting a timeline on the key upcoming milestones for the project.

Discussion:

- None

4.2 Review and Discussion on Future Urban Renewal Study Area

Staff Report – Executive Director

Legarza provided an update to the Board of Directors and presented some preliminary areas for the Urban Renewal Consultant to continue studying possible revenues from a future urban renewal area. Legarza also presented some key outcomes a new area could help achieve.

Discussion:

- Member Volkart inquired about the land outside the City boundaries but within the County
 - Legarza re-presented the ones outside the Agency boundaries
- Chair Ayers-Flood followed up that the City previously worked on bringing properties along the 99-corridor
- Member Clark followed up regarding a previous packet with the maps
 - Legarza stated that staff has worked with staff to refine the previous concepts
 - Member Clark inquired about the percentages of land in the area and relationship between the previous plan areas
- Member Volkart inquired about the restriction of grants to the boundary area
- Member Ponomareff inquired about the feasibility study and to what extent freezing the tax base will have on the City of Talent
- Chair Ayers-Flood inquired about the future contributions and the possibility to borrow from the future tax receipts
 - Legarza clarified how tax revenue works and how urban renewal agencies can invest to raise the tax bases within areas
- Member Clark inquired about the portion of revenue versus the size of the new areas
 - Legarza responded that it depends on the tax lots and the potential for them to improve
 - Chair Ayers-Flood added that it depends which areas are added and their current tax base
- Member Ponomareff inquired about potential revenue losses and the long-range support for areas that might not have enough long-range support
 - Chair Ayers-Flood thanked Member Ponomareff for her comment.
- Chair Ayers-Flood followed up inquiring about the next steps with the proposed motion
 - Legarza confirmed that the findings from the due diligence will return to the Board of Directors for future consideration

Motion: Member Ponomareff to authorize staff to continue to work with the Urban Renewal Consultant and conduct further due diligence on the plan areas presented tonight. Clark seconded.

Discussion: Member Ponomareff thanked staff for their work. Chair Ayers-Flood stated that the previous success of the Agency in the City points towards the effectiveness of the urban renewal agencies and their effectiveness of a toll to improve tax bases within cities.

Vote: All ayes; motion carries.

Discussion:

- Member Volkart inquired about the term of an Urban Renewal Agency District
 - Legarza responded that the funds could always be returned back to the city, and the Business Oregon funds received would fund their ongoing work
- Member Clark inquired about the pros and cons for excluding and including particular areas within the plan area
 - Chair Ayers-Flood followed up with stating a historical perspective would help

4.3 Talent Maker City, Steps Forward, Gateway Mural Program

Staff Report – Executive Director

Legarza presented the ongoing work that the Agency was conducting on the Gateway Mural Art program in coordination with the Phoenix – Talent School District and the Talent Public Arts Committee. Legarza stated that the motion before Board tonight would direct staff to conduct further due-diligence with Talent Maker City for a partnership on the project to lead a community-driven mural painting event.

Discussion:

- Chair Ayers-Flood thanked Member Paré-Miller for her commitment to the project.

Motion: Member Clark moves to direct staff to finalize a scope of work and contract with Talent Maker City for their participation in the community-led Gateway mural program to be approved by the Board of Directors at a later date. Paré-Miller seconded.

Discussion: None.

Vote: All ayes; motion carries.

4.4 Resolution 21-3, Adopting a Contingency Budget Transfer for FY 20-21

Staff Report – Executive Director

Legarza stated that this budget transfer is necessary for the following agenda item.

Discussion:

- None

Motion: Member Byers move to approve Resolution 21-3, Authorizing Budget Transfer for Fiscal Year 2020-2021. Paré-Miller seconded.

Discussion: None.

Vote: All ayes; motion carries.

4.5 Approval of Contract with Rise Up Media

Staff Report – Executive Director

Legarza stated that this contract with Rise Up Media will help pave the way to clearer communications with the Talent community on the Agency's previous success and ongoing projects.

Discussion:

- Chair Ayers-Flood stated that she is glad to see this outreach proposal in front of the Board to clarify the Urban Renewal Agency's achievements

Motion: Member Clark moves approve the contract and scope of work with Chela Sanchez of Rise Up Media to conduct public outreach regarding the Urban Renewal Agency's previous and ongoing achievements for the Talent community, and move to appoint Board Member Byers to oversee the project in coordination with Agency staff. Paré-Miller seconded.

Discussion: Chair Ayers-Flood thanked Member Byers.

Vote: All ayes; motion carries.

4.6 Direct Staff to Execute an IGA with the City of Talent for use of the Community Center and Transfer of Business Oregon Grant Funds

Staff Report – Executive Director

Legarza stated that this proposed IGA was requested by the City to outline the use of the Community Center and allow the transfer of Business Oregon grant funds to the Agency.

Discussion:

- Chair Ayers-Flood inquired about the use of the community center for government activities and the relationship to other IGAs the Agency has with the City
 - Legarza stated that staff could further research the agreements the Agency has with the City of Talent.

Motion: Member Clark moves to direct Agency staff to draft and fully execute an IGA with the City of Talent for the use of the community center for Agency business, as of the date of allowed use, and transfer of Business Oregon funds for the agency use. Volkart seconded.

Discussion: None

Vote: All ayes; motion carries.

5. Items from Executive Director

Legarza provided the Board Members with an update regarding ongoing projects and activities of the Agency.

Chair Ayers-Flood inquired about the structure of the funding for the Gateway Site. Legarza stated that he continues to work at OHCS on funding for the site. Chair Ayers-Flood inquired about the Business Oregon funds coming to the City and Agency.

6. Items from Chair or Agency Members

Member Ponomareff inquired about a possible presentation on the urban renewal agencies and how they work and their potentials to improve areas. Member Clark shared some thoughts regarding possible improvements within specific areas of town.

7. Adjournment at 7:18 p.m.

Respectfully submitted by:

Jon Legarza, Executive Director

Note: These minutes and the entire agenda packet, including staff reports, referenced documents, resolutions and ordinances are posted on the City of Talent website (www.cityoftalent.org) after each meeting. The minutes are not a verbatim record: the narrative has been condensed and paraphrased to reflect the discussions and decisions made.



AGENDA REPORT

Meeting Date: June 1, 2021
Staff Recommendation: None

Primary Staff Contact: Jon Legarza
Estimated Time: 10 minutes

ISSUE BEFORE THE BOARD

Public Hearing, Resolution 21-4, Adopting the Fiscal Year 2021-2022 Budget

BACKGROUND

On May 19, 2021, the Urban Renewal Agency of the City of Talent Budget Committee approved the Proposed Budget for the Fiscal Year 2021-2022. The budget now comes before the TURA Board for adoption in Resolution 21-4, as required by state law.

RECOMMENDATION

Approve

RELATED POLICIES

None

POTENTIAL MOTIONS

"I move to approve Resolution 20-4, a resolution of the Urban Renewal Agency of the City of Talent adopting the Fiscal Year 2021-2022 budget in the amount of \$4,709,500."

ATTACHMENTS

Resolution 21-4

UR-1

Budget Message

FY 21-22 Approved Budget



RESOLUTION 21-4

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF TALENT ADOPTING THE FISCAL YEAR 2021-2022 BUDGET

RESOLUTION ADOPTING THE BUDGET

BE IT RESOLVED that the Urban Renewal Agency of the City of Talent hereby adopts the budget for the fiscal year 2021-2022 in the sum of **\$4,709,500**. The budget is now on file at talenturbanrenewal.com.

RESOLUTION MAKING APPROPRIATIONS

BE IT RESOLVED that the amounts for the fiscal year beginning July 1, 2020, and for the purposes shown below are hereby appropriated as follows:

CAPITAL PROJECT FUND

| | |
|-----------------------------|--------------|
| Personnel Service | \$ 0 |
| Materials and Services | \$ 323,500 |
| Capital Outlay | \$ 2,684,000 |
| Short Term Debt Service | \$ 20,000 |
| Contingency | \$ 1,682,000 |
| Total Capital Projects Fund | \$ 2,214,300 |

DEBT SERVICE FUND

| | |
|--------------|------|
| Debt Service | \$ 0 |
|--------------|------|

SUMMARY

| | |
|--|---------------------|
| Total Appropriations, All Funds | \$ 4,709,500 |
|--|---------------------|

The above resolution statement was approved and declared adopted on this 1st day of June, 2020 by the following vote:

Ayes: _____ Nays: _____ Absent: _____ Abstain: _____

Signed by me in authentication of its adoption and passage by the Urban Renewal Agency of the City of Talent this 1st day of June, 2021.

Darby Ayers-Flood, Chair

ATTEST: _____
Jon Legarza, Executive Director

FORM UR-1**NOTICE OF BUDGET HEARING**

A public meeting of the Talent Urban Renewal Agency will be held on June 1, 2021 at 6:00 pm via Zoom webinar at <https://us02web.zoom.us/j/86353606001>. The purpose of this meeting is to discuss the budget for the fiscal year beginning July 1, 2021 as approved by the Talent Urban Renewal Budget Committee. A summary of the budget is presented below. A copy of the budget may be inspected or obtained online at www.talenturbanrenewal.com. This budget is for an annual budget period. This budget was prepared on a basis of accounting that is the same as used the preceding year.

Contact: Jon Legarza

Telephone: 541-535-1566

Email: info@talenturbanrenewal.com**FINANCIAL SUMMARY - RESOURCES**

| TOTAL OF ALL FUNDS | Actual Amount 2019-20 | Adopted Budget This Year 2020-21 | Approved Budget Next Year 2021-22 |
|---|--------------------------|-------------------------------------|--------------------------------------|
| Beginning Fund Balance/Net Working Capital | 888,508 | 2,200,000 | 2,000,000 |
| Federal, State and All Other Grants | 27,726 | 4,800 | 2,000,000 |
| Revenue from Bonds and Other Debt | 0 | 0 | 700,000 |
| Interfund Transfers | 0 | 0 | 0 |
| All Other Resources Except Division of Tax & Special Levy | 48,031 | 9,500 | 9,500 |
| Revenue from Division of Tax | 22,355 | 0 | 0 |
| Revenue from Special Levy | 0 | 0 | 0 |
| Total Resources | 986,620 | 2,214,300 | 4,709,500 |

FINANCIAL SUMMARY - REQUIREMENTS BY OBJECT CLASSIFICATION

| | | | |
|--|----------------|------------------|------------------|
| Personnel Services | 0 | 0 | 0 |
| Materials and Services | 118,163 | 162,000 | 323,500 |
| Capital Outlay | 35,288 | 174,000 | 2,684,000 |
| Debt Service | 0 | 0 | 20,000 |
| Interfund Transfers | 0 | 0 | 0 |
| Contingencies | 0 | 1,878,300 | 1,682,000 |
| All Other Expenditures and Requirements | 0 | 0 | 0 |
| Unappropriated Ending Fund Balance and Reserved for Future Expenditure | 833,169 | 0 | 0 |
| Total Requirements | 986,620 | 2,214,300 | 4,709,500 |

FINANCIAL SUMMARY-REQUIREMENTS AND FULL-TIME EQUIVALENT EMPLOYEES (FTE) BY ORGANIZATIONAL UNIT OR PROGRAM *

| Name of Organizational Unit or Program | | | |
|--|----------|----------|----------|
| FTE for that unit or program | | | |
| Non-Departmental / Non-Program FTE | 0 | 0 | 0 |
| Total Requirements | 0 | 0 | 0 |
| Total FTE | 0 | 0 | 0 |

STATEMENT OF CHANGES IN ACTIVITIES and SOURCES OF FINANCING *

The Agency's maximum indebtedness is reached and will no longer collect tax increment or special levy taxes.

STATEMENT OF INDEBTEDNESS

| LONG TERM DEBT | Estimated Debt Outstanding July 1 | Estimated Debt Authorized, But Not Incurred on July 1 |
|--------------------------|--------------------------------------|--|
| General Obligation Bonds | \$0 | \$0 |
| Other Bonds | \$0 | \$0 |
| Other Borrowings | \$0 | \$0 |
| Total | \$0 | \$0 |

* If more space is needed to complete any section of this form, insert lines (rows) on this sheet or add sheets. You may delete unused lines.



**Budget Message
Talent Urban Renewal Agency
FY 2021/2022**

I am pleased to present the FY 2021-22 Annual Proposed Budget for the Talent Urban Renewal Agency.

Background

The Talent Urban Renewal Agency (TURA) is a separate municipal corporation from the City of Talent, responsible for administering and implementing the urban renewal plan in Talent's Urban Renewal District. The Urban Renewal Agency of the City of Talent's Board of Directors is governed by the Mayor and City Council. The Executive Director serves as the Agency manager of the Urban Renewal Agency.

The proposed 2021-22 TURA annual budget has been prepared pursuant to Oregon Local Budget Law and presents the recommendations of the Agency's Budget Officer and Executive Director. The Urban Renewal District is financially sound with sustainable resources needed to undertake future economic development and infrastructure projects that benefit the entire City.

Urban renewal agencies are different from taxing districts in that they do not have permanent rates, and they raise revenue primarily through Tax Increment Financing (TIF). When an urban renewal plan is created, the value of the property within its boundaries is locked in time or frozen. The agency then raises revenue in subsequent years from any value growth above the frozen amount. This value growth is referred to as the increment. The tax rate used to calculate taxes imposed for the Urban Renewal Plan is the consolidated tax rate for the taxing districts within the geographic boundaries of the Plan. These urban renewal taxes, referred to as "tax off the increment", are calculated as the consolidated tax rate times the value of the increment.

The purpose of the Talent Urban Renewal Agency is to administer the statutory tax increment revenues for funding of the goals and objectives of the Talent Urban Renewal Plan through designated projects within the Urban Renewal District. The Talent Urban Renewal Agency, composed of the Mayor and City Councilors, began operating under the Oregon Urban Renewal Laws and the adopted Talent Urban Renewal Plan on March 20, 1991. On March 26, 1998, the Talent Urban Renewal Agency completed its first substantial amendment, setting a debt limit of \$17,127,276. Today, the Urban Renewal Agency continues to work on economic development and programs to carry out the goals and objectives of the Talent Urban Renewal Plan.

Funds

The Urban Renewal District has two separate funds; **the Urban Renewal Debt Service Fund**, which accounts for tax increment revenue and repayment of debt obligations issued to fund Agency projects, and **the Capital Projects Fund**, where administration and project implementation are accounted for.

FY 2021-22 Accomplishments

The Agency has been extremely successful over the years from transforming the dusty gravel roads to enhancing the transportation avenues, parks and community projects. The Agency identity has been recognized by the League of Oregon Cities as one of the most successful urban renewal districts across the entire State of Oregon.

The last budget year was a strong year for the Urban Renewal Agency of the City of Talent. At the beginning of the fiscal year, the Urban Renewal Agency launched a new website that created brand awareness surrounding the Agency and its ongoing projects and programs. The Agency's Board of Directors spearheaded this effort to raise brand awareness and foster greater public outreach surrounding ongoing Agency projects and business -- and continue to foster greater community engagement in the Agency's public meetings.



Más información en español

The Urban Renewal Agency of the City of Talent (TURA) has partnered with the Phoenix-Talent School District to develop a transitional housing site to assist the families displaced by the Almeda Fire. In the Phoenix-Talent School District, families of 696 students lost their homes from the fire. The Talent Public Arts Committee (TPAC) is seeking mural art submissions from students within

In addition, during the last budget year, the Agency's Board of Directors hosted its first charatte with the Urban Land Institute along with regional partners and funders to discuss the importance of affordable and workforce housing for the Talent Community. This Charette paved the path forward to fostering greater awareness of the Agency and the Gateway Site that will pay dividends when looking for permanent housing partners on the site in the long range. In addition, the Agency has developed stronger relationships with media outlets by publishing regular press releases and hosting events such as the Affordable Housing Charette and, more recently, Gateway Transitional to Permanent Housing Town Hall. Within the last budget year, the Agency has also contracted with a public relations consultant to establish a stronger brand image for the Agency and develop clear and concise outreach in Spanish and English to educate the community in understanding the previous success and ongoing projects of the Urban Renewal Agency.



Following the Almeda Fire, the leadership of the Urban Renewal Agency of the City of Talent quickly pivoted and approved staff to design and obtained approval for the first-site transitional housing families displaced by the Almeda Fire from the City of Talent. This community-led project has attracted grant funding and the attention of state leadership in Salem. For instance, just last month, Governor Kate Brown visited Talent to learn more about

the Gateway transitional to permanent housing project and understand how innovative solutions, such as these, could help pave the way for long-term housing while helping those displaced by the Fire.

Today, staff continues diligently working with the Board of Directors in finalizing the Gateway site to provide housing for the displaced families within the Phoenix-Talent School District, who have yet to find permanent housing following the Almeda Fire. According to estimates from the school district, Over 696 students of the Phoenix-Talent School District lost their homes. These families have not only been displaced by the fire -- but they have also lost their home and community. The strategic plan to develop transitional to permanent housing on the Gateway

site, led by the Agency's Board of Directors, provides the opportunity to relocate the students and their families back into the Talent community that they call home.



Further, Agency staff has been successful in identifying and obtaining grant funds this year to help the City and community recover from the devastating Alameda Fire. Following the fire, the Agency established a strong relationship with the local People's Bank of Commerce. To the admiration of both Agency staff and the Board of Directors, the employees of People's Bank donated \$38,500 to help fund the design and engineering work to move the transitional to permanent housing project forward -- while paving the way for the long-term improvement and delivery of the community vision on the Gateway Site. This early commitment has been reaffirmed by the People's Bank of Commerce Foundation with a larger commitment of \$250,000 to fund the development of the transitional to permanent housing development on the Gateway Site. In addition to a partnership with People's Bank of Commerce, Agency staff has coordinated closely with state, regional and local partners to capture and champion grant funding for the community, totaling nearly \$3.5 million in the past 6 months.

Key FY 2021-22 Budget Considerations

The Agency is currently working on the Gateway Project Transitional Housing project in downtown Talent, which will represent the district's largest and potentially most transformative project to date. The Gateway Project Master Plan takes a step closer to the community's vision with the main loop road infrastructure getting installed on the project. Agency staff has a proposed budget for the transitional to permanent housing project of \$2,500,000 to fund the general contracting, project management, engineering, inspections and utility connections for the (53) recreational vehicles pads and (3) food cart pods on the Gateway Site.

The agency staff anticipates finalizing grant funding and a deferred low-interest loan to fund the project. Staff anticipates full grant funding in the amount of \$1,250,000 and a short-term interest loan at 1% from OHCS in the amount of \$700,000. Within the FY 21/22 budget, staff also

anticipates receiving another \$750,000 in grant funding for the Agency, on account of the Agency's ongoing success in obtaining grant funding.

In addition to the Agency's strong progress on moving forward the long-term vision for the Gateway Site, Agency staff believe that there has never been a more urgent time to develop a long-range plan to build stronger, long-term infrastructure for the community. Thus, there are additional funds dedicated to an urban renewal consultant to organize and facilitate charrettes with taxing districts, County, affordable housing builders, developers, and regional partners to gather information to inform the structure of the project and to familiarize potential partners with project concept and goals, complete a detailed feasibility study to better understand potential indebtedness of a new plan area, and work with a public relations firm to communicate to all residents to understand the previous success of the Agency and possibility for a new plan area.

Staff has dedicated \$20,000 to the Town Hall Renovation Project. While the Gateway project remains the priority of Agency staff, this budget will, time permitting, allow the Agency to develop more clear steps to outline clear scope of renovation work, detailed project cost figures, and additional funding availability before TURA appropriates full capital funds necessary to complete the renovation project.

The Board has expressed interest in making sure there are funds available for grant programs that will help the Agency foster recovery from the Alameda Fire within its plan area. Among the many grant programs under development, one of the most promising is a collaborative effort with the Talent Urban Forestry Committee to develop a beautification grant program to landscape and help revitalize downtown Talent. The Board has expressed the importance to stand-up programs for the burn area and to budget funds for future grant programs, which could include this beautification grant programs. All these programs provide a catalytic opportunity to rebuild the community and help the community to heal from the fire. As such, staff has budgeted \$100,000 for Agency grant programs, which include, but are not limited to, beautification, signage, market studies, and conceptual design work to assist businesses in Talent. Staff plans to continue to investigate additional grant opportunities and provide recommendations to the Board on improving and expanding the Agency's outdated rehabilitation grant program.

In addition to its ongoing projects for the Talent community, the FY 2021-22 budget proposes a substantial contingency of \$1,682,000.

Conclusion



The Agency still has significant financial capacity to complete its projects and key goals. This year's budget carefully manages the Agency's fund and ensures the Agency continues to meet its goals and objectives.

TURA Executive Director | May 17, 2021

**TALENT URBAN RENEWAL AGENCY
CAPITAL PROJECTS FUND**

| Actual FY2018-19 | Actual FY2019-20 | Adopted FY2020-21 | | Proposed FY2021-22 | Approved FY2021-22 | Adopted FY2021-22 |
|---------------------|---------------------|----------------------|---|-----------------------|-----------------------|----------------------|
| | | | REVENUES | | | |
| 427,405 | 13,176 | 2,200,000 | FUND BALANCE - COMMITTED | 2,000,000 | 2,000,000 | - |
| 58,000 | 27,726 | - | DONATIONS/GRANTS/REIMBURSEMENTS | 2,000,000 | 2,000,000 | - |
| 12,768 | - | 4,800 | OTHER MISC INCOME | - | - | - |
| - | - | - | TRANSFER IN FOR CONTRACT OBLIGATIONS | - | - | - |
| - | - | - | SHORT TERM BORROWING | 700,000 | 700,000 | - |
| - | - | - | LONG TERM BOND PROCEEDS | - | - | - |
| - | - | 9,500 | INTEREST INCOME | 9,500 | 9,500 | - |
| 498,173 | 40,902 | 2,214,300 | TOTAL REVENUES & OTHER RESOURCES | 4,709,500 | 4,709,500 | - |
| | | | EXPENDITURES | | | |
| | | | PERSONNEL SERVICES | | | |
| - | - | - | WAGES | - | - | - |
| - | - | - | PAYROLL TAXES | - | - | - |
| - | - | - | BENEFITS | - | - | - |
| - | - | - | TOTAL PERSONNEL SERVICES | - | - | - |
| | | | MATERIALS & SERVICES | | | |
| 115,000 | 98,768 | 102,000 | ADMINISTRATIVE SERVICES | 125,000 | 125,000 | - |
| 8,300 | 4,298 | 8,000 | SUPPLIES INSURANCE AND OFFICE | 8,000 | 8,000 | - |
| - | - | - | TRAVEL AND TRAINING | - | - | - |
| 3,730 | 8,975 | 6,500 | AUDITOR | 10,000 | 10,000 | - |
| 585 | - | - | ENGINEER | - | - | - |
| 6,628 | 4,261 | 25,000 | LEGAL | 25,000 | 25,000 | - |
| 10,235 | 1,861 | 10,500 | MISCELLANEOUS AND CPA | 10,500 | 10,500 | - |
| - | - | - | COMMUNITY ENGAGEMENT | 20,000 | 20,000 | - |
| - | - | - | GRANT CONSULTANT AND ANALYST | 65,000 | 65,000 | - |
| 14,201 | - | - | UR CONSULTANT AND ANALYST | 50,000 | 50,000 | - |
| - | - | 10,000 | MISCELLANEOUS CITY ADMINISTRATIVE | 10,000 | 10,000 | - |
| 158,680 | 118,163 | 162,000 | TOTAL MATERIALS & SERVICES | 323,500 | 323,500 | - |
| | | | CAPITAL OUTLAY | | | |
| - | - | - | LAND ACQUISITION | - | - | - |
| - | - | - | GRANT PROGRAMS | 100,000 | 100,000 | - |
| 20,000 | 5,000 | 40,000 | REHABILITATION GRANTS | - | - | - |
| 46 | 580 | 10,000 | 102 HOME STREET | 10,000 | 10,000 | - |
| 5,877 | (320) | 4,000 | CAPITAL MAINTENANCE | 4,000 | 4,000 | - |
| 213,231 | 27,390 | 100,000 | GATEWAY PROJECT | 2,500,000 | 2,500,000 | - |
| 12,862 | - | - | WV PLAZA SIDEWALK INSTALLATION | - | - | - |
| 6,500 | 2,637 | 20,000 | TOWN HALL RENOVATION MASTER PLAN DEV. | 20,000 | 20,000 | - |
| 45,814 | - | - | TOWN HALL AUDIO/VIDEO | - | - | - |
| 6,422 | - | - | OLD TOWN/COMMONS PARK AMENITIES | - | - | - |
| 14,651 | - | - | MAIN ST./TALENT AVE PEDESTRIAN SAFETY | - | - | - |
| - | - | - | MISC IMPROVEMENT PROJECTS | 50,000 | 50,000 | - |
| 465 | - | - | NATIVE PLANT POLLINATOR GARDEN | - | - | - |
| 325,870 | 35,288 | 174,000 | TOTAL CAPITAL OUTLAY | 2,684,000 | 2,684,000 | - |
| | | | DEBT SERVICE | | | |
| - | - | - | SHORT TERM BORROWING COSTS | 20,000 | 20,000 | - |
| - | - | - | SHORT TERM INTEREST | - | - | - |
| - | - | - | SHORT TERM PRINCIPAL | - | - | - |
| - | - | - | TOTAL DEBT SERVICE | 20,000 | 20,000 | - |
| | | | UNALLOCATED FUNDS | | | |
| - | - | 1,878,300 | CONTINGENCY | 1,682,000 | 1,682,000 | - |
| 13,623 | (112,549) | - | UNAPPROPRIATED ENDING FUND BALANCE | - | - | - |
| 13,623 | (112,549) | 1,878,300 | TOTAL UNALLOCATED FUNDS | 1,682,000 | 1,682,000 | - |
| 498,173 | 40,902 | 2,214,300 | Total Capital Projects Revenues | 4,709,500 | 4,709,500 | - |
| 498,172 | 40,902 | 2,214,300 | Total Capital Projects Expenditures | 4,709,500 | 4,709,500 | - |

**TALENT URBAN RENEWAL AGENCY
DEBT SERVICE FUND**

| Actual FY2018-19 | Actual FY2019-20 | Adopted FY2020-21 | | Proposed FY2021-22 | Approved FY2021-22 | Adopted FY2021-22 |
|---------------------|---------------------|----------------------|---|-----------------------|-----------------------|----------------------|
| | | | REVENUES | | | |
| 932,718 | 875,332 | - | FUND BALANCE - COMMITTED | - | - | - |
| 1,576,589 | 21,984 | - | PROPERTY TAX | - | - | - |
| 620 | 371 | - | PROPERTY TAX INTEREST | - | - | - |
| - | 5,270 | - | OTHER MISC INCOME | - | - | - |
| 37,153 | 42,761 | - | INTEREST INCOME | - | - | - |
| 2,547,080 | 945,718 | - | TOTAL REVENUES & OTHER RESOURCES | - | - | - |

DEBT SERVICE FUND

| Actual | Actual | Adopted | | Proposed | Approved | Adopted |
|--------------|-----------|-----------|---------------------------------------|-----------|-----------|-----------|
| FY2018-19 | FY2019-20 | FY2020-21 | EXPENDITURES | FY2021-22 | FY2021-22 | FY2021-22 |
| | | | | | | |
| DEBT SERVICE | | | | | | |
| - | - | - | 12 BOND PRINCIPAL | - | - | - |
| - | - | - | 12 BOND INTEREST | - | - | - |
| 971,000 | - | - | 16 BOND PRINCIPAL (To City of Talent) | - | - | - |
| 14,734 | - | - | 16 BOND INTEREST (To City of Talent) | - | - | - |
| - | - | - | BORROWING COSTS | - | - | - |
| - | - | - | PRINCIPAL SHORT TERM BORROWING | - | - | - |
| - | - | - | INTEREST SHORT TERM BORROWING | - | - | - |
| - | - | - | TRANS OUT FOR CONTRACT OBLIGATIONS | - | - | - |
| 985,734 | - | - | TOTAL DEBT SERVICE | - | - | - |
| | | | | | | |
| RESERVE | | | | | | |
| - | - | - | 12 BOND RESERVE | - | - | - |
| 1,561,347 | 945,718 | - | RESTRICTED FOR DEBT SERVICE | - | - | - |
| 1,561,347 | 945,718 | - | TOTAL DEBT RESERVE BALANCE | - | - | - |
| | | | | | | |
| 2,547,080 | 945,718 | - | Total Debt Service Revenues | - | - | - |
| 2,547,080 | 945,718 | - | Total Debt Service Expenditures | - | - | - |



AGENDA REPORT

Meeting Date: June 1, 2021
Staff Recommendation: None

Primary Staff Contact: Jon Legarza
Estimated Time: 5 minutes

ISSUE BEFORE THE BOARD

Acceptance of United Church of Christ Donation for Gateway Site

BACKGROUND

Agency Staff is excited to announce a generous community donation from the United Church of Christ to assist with the residents on the Gateway Site. This donation represents a wider public awareness surrounding the Gateway Site, and Staff believes additional donations and grant money might be available to help realize the project and help community members displaced by the Almeda Fire. As such, Agency staff will be working the Agency's attorney to conduct due-diligence on the best way to solicit, receive, and disperse future donations that could be used to help residents at the Gateway Site and fund long-range fire recovery efforts within the community. Agency staff will bring back further recommendations it receives from counsel at a later meeting.

RECOMMENDATION

None

RELATED POLICIES

None

POTENTIAL MOTIONS

"I move to accept the donation from United Church of Christ to be used for future Gateway residents, including utility costs and incidentals for families moving onto the Site."

ATTACHMENTS

Donation Letter from United Church of Christ

ORGANIZATION

Talent Urban Renewal Agency

Gateway Fire Relief RV Park

Contact: Jon Legarza, Executive Director

Email: jon@talenturbanrenewal.com

Phone: 702.449.5479

Mailing Address: P.O. Box 445, 110 East Main Street, Talent, OR 97540

TALENT URBAN RENEWAL AGENCY'S MISSION

- Overall mission: The Talent Urban Renewal Agency was formed in 1991 as a long term investment strategy by the City of Talent to eliminate blight and deterioration and improve assessed values within a defined area in downtown Talent. The Agency is currently working to move forward the Gateway Project, a community-designed, mixed-used project located in downtown Talent.
- Post-Alameda Fire mission: Talent Urban Renewal Agency (TURA) has entered into an agreement with the Phoenix-Talent School District that will allow displaced families within the district to have first dibs on transitional housing, with priority given to families who do not qualify for FEMA assistance. The agency will provide transitional housing for Alameda fire victims at its Gateway site which will be developed later for permanent clean-energy housing. The site will allow 53 RVs to park on the property which will also have a public play area.

NEED

- The Alameda Fire burned the homes of 700 students in the Phoenix-Talent School District. As much as 50% of district families have lost everything and 25 staff members also lost their homes, roughly 10% of employees. Many of those who lost their homes and all their belongings in the fire are still living in hotels or with friends. Many others have left the area to find housing and jobs.
- Goal 1: Transitional housing. Land and donated RVs are being provided for 53 displaced families who have no access to FEMA assistance. The Agency plans to break ground at the end of this month and have everybody settled in by fall so that the kids can start school again from a stable place.

The land available for the park is in the process of being developed into permanent housing. Design and engineering costs for the transitional RV park is covered by a \$250,000 donation from employees at Peoples Bank of Commerce.

The RVs are donated by previous owners and being refurbished for family homes by Rogue Retreat, a local organization that serves houseless people.

One element of the project which is not yet funded is covering the utility (water and electricity) costs for the families.

- Goal 2: Permanent housing. Facilitate the families' move from transitional RVs to permanent housing as soon as they are able.

BUDGET REQUEST

- Total: \$11,300

| Item | Cost |
|---|-----------------|
| Water and electric utilities: Approx. \$100/mo. x 53 RV homes | \$ 5,300 |
| Funding for utilities for 2 months | 10,600 |
| Incidentals for families moving into RVs | 700 |
| TOTAL | \$11,300 |

NARRATIVE (How this application for funds fits CPC criteria)

- **Central Pacific Conference (CPC) is an Immigrant Welcoming and Anti-Racist Conference of the United Church of Christ**
The Talent Urban Renewal is working with Rogue Retreat, a local nonprofit, and the Phoenix-Talent School District to provide transitional housing for displaced school district families who don't qualify for government disaster relief. This population includes Latinx, immigrants and people without documents.
- **The CPC Disaster Relief mission is to help our local churches meet immediate recovery needs in their communities**
The Medford United Church of Christ, per Church Council, endorses this grant to meet the significant needs of people in our community.
- **The CPC Disaster Relief priority is to support people who don't qualify for other help (i.e. their needs are not being met by someone else like FEMA, insurance, other organizations)**
The Phoenix-Talent School District and the City of Talent, as well as multiple non-profit service organizations in Jackson County, have worked ceaselessly since the Almeda Fire

on September 8, 2020 to meet the needs of impacted people. Special effort has and continues to go into aiding those who lost everything in the fire and who lack adequate insurance and do not qualify for FEMA.

See Attachment below: <https://ktvl.com/news/local/turas-plan-for-housing-fire-victims-sees-support-and-opposition-at-town-hall>



AGENDA REPORT

Meeting Date: June 1, 2021
Staff Recommendation: None

Primary Staff Contact: Jon Legarza
Estimated Time: 10 minutes

ISSUE BEFORE THE BOARD

Resolution 21-5, Approving Gateway Construction Agreement with Pilot Rock Excavation, Amendment with Healthy Sustainable Communities, and Professional Services Agreements with Powell Engineering, Alpine Engineering and Pacific 3D Reality Capture, and Talent Maker City

BACKGROUND

Agency Staff is excited to present the final contracts related to the Gateway transitional to permanent housing site. The Almeda Fire devastated the Talent community, leaving many residents without houses -- and many others displaced from the community without homes. Tonight before the Board is a Resolution that approves the contracts that will help pave the way for the development of permanent infrastructure and transitional housing on the Gateway Site. Agency staff and the Board of Directors have worked to develop the transitional to permanent housing plan in public meetings since the Fire, soliciting public input and oversight of the project. Additionally, the Urban Renewal Agency of the City of Talent held a well-attended public Town Hall where the Agency solicited public feedback and shared the vision with the community with the partners who were engaged in the original visioning of the Gateway Site. Walker Macy, who oversaw the original vision for the community designed the transitional to permanent housing project with specific aims to move forward the community vision and install long-term infrastructure that will provide housing to the Talent community for many years to come.

To staff's knowledge and based on the interactions staff has had with other recovery Agencies and bodies, Talent is the only City that has worked to stand up housing through a local government body within the United States after a disaster. The forward-thinking leadership of the City Council and the Board of Directors have paved the way to the realization of a trail-blazing project within not only the State of Oregon -- but also within the nation. Agency Staff would like to thank the Board of Directors for their ongoing support and leadership in the recovery efforts, and has prepared a resolution that includes the approval of various agreements and contracts that are before the Board of Directors this evening.

RECOMMENDATION

None

RELATED POLICIES

None

POTENTIAL MOTIONS

"I move to approve Resolution 21-5, Approving Gateway Construction Agreement with Pilot Rock Excavation, Amendment with Healthy Sustainable Communities, and Professional Services Agreements with Powell Engineering, Alpine Engineering and Pacific 3D Reality Capture, and Talent Maker City"

ATTACHMENTS

Resolution 21-5

Construction Agreement with Pilot Rock Excavation

Amendment with Healthy Sustainable Communities

Professional Services Agreement with Powell Engineering

Professional Services Agreement with Alpine Engineering

Professional Services Agreement with Pacific 3D Reality Capture

Professional Services Agreement with Talent Maker City



RESOLUTION 21-5

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF TALENT Approving Gateway Construction Agreement with Pilot Rock Excavation, Amendment with Healthy Sustainable Communities, and Professional Services Agreements with Powell Engineering, Alpine Engineering and Pacific 3D Reality Capture, and Talent Maker City

WHEREAS, the Board of Directors of the Urban Renewal Agency of the City of Talent has long desired to deliver the Gateway Project to the Talent community; and

WHEREAS, the Alameda Fire destroyed over 600 structures within the City of Talent; and

WHEREAS, many families and students remain displaced from the Alameda Fire, requiring immediate housing assistance that might not be available in Talent through federal programs; and

WHEREAS, the transitional housing project will provide long-term infrastructure that paves the way to permanent housing on the Gateway Site, delivering the community vision; and

WHEREAS, the Agency requires construction and professional services from outside contractors to deliver, coordinate, and manage the Gateway transitional to permanent housing master plan to the Talent community;

NOW, THEREFORE, BE IT RESOLVED that the Chair or the Executive Director of the Board of the Urban Renewal Agency is hereby authorized to execute the following contracts on behalf of the Agency: (1) the Construction Agreement with Pilot Rock Excavation, (2) Amendment to Professional Services Agreement with Healthy Sustainable Communities, (3) the Professional Services Agreement with Powell Engineering, (4) the Professional Services Agreement with Alpine Engineering, (5) the Professional Services Agreement with 3D Reality Capture, and (6) the Professional Services Agreement with Talent Maker City.

The above resolution statement was approved and declared adopted on this 1st day of June, 2020 by the following vote:

Ayes: _____ Nays: _____ Absent: _____ Abstain: _____

Signed by me in authentication of its adoption and passage by the Urban Renewal Agency of the City of Talent this 1st day of June, 2021.

Darby Ayers-Flood, Chair

ATTEST: _____
Jon Legarza, Executive Director

AGREEMENT

THIS AGREEMENT is made this ____ of JUNE, 2021, by and between the Urban Renewal Agency of the City of Talent, hereinafter called Owner, and PILOT ROCK EXCAVATION, INC., hereinafter called Contractor, in consideration of mutual covenants hereinafter set forth, agree as follows:

1. **Work.** Contractor shall complete all work as specified in the contract documents and in accordance with the documents and drawings provided for the Project known as the Gateway Transitional Housing Project (Project).
2. **Materials.** With the exception of suitable donated labor and materials, which Contractor shall incorporate into Project, if and when received, Contractor will furnish all materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Project described herein.
3. **Contract Time.** The Work will commence within ten (10) calendar days after the date of the Notice to Proceed and will be completed by the Contractor and accepted by the Owner no later than October 5th, 2021, unless the period for completion is extended otherwise by the contract documents or by written agreement of the parties.
4. **Contract Price.** Owner shall pay Contractor for performance of the Work in accordance with the documents the sum of ONE MILLION SIX HUNDRED FORTY FOUR THOUSAND THREE HUNDRED FORTY SEVEN DOLLARS (\$1,644,347.00) as shown in Contractor's bid.
5. **Liquidated Damages.** Owner and Contractor acknowledge and agree that if the Work is not completed by the contract time, the amount of Owner's actual loss of use damages will be difficult and impractical, or impossible to determine. Accordingly, the parties agree that if the Project is not completed by the agreed upon date, as adjusted pursuant to the contract documents, the Contractor shall pay \$500 to Owner, as liquidated damages for the loss of use of the Project.

The parties further acknowledge and agree that the daily sum for liquidated damages to be paid, as set forth above, is reasonable and that the payment of such liquidated damages is not intended to nor constitutes a penalty or forfeiture. The parties further acknowledge that these liquidated damages are meant to reimburse the Owner only for loss of use delay damages and that Owner reserves the right to claim other types of damages against Contractor including but not limited to actual delay damages.
6. **Progress Payments.** Owner shall make progress payments on the basis of the Contractor's application for payment as approved by the Owner's representative on or about the last day of each month during construction as provided herein. All progress payments shall be on the basis of progress of the Work measured

by the schedule of values provided for in Section 19 of the General Conditions. Prior to substantial completion, progress payments will be an amount equal to not more than 95% of the Work completed and 95% of the materials and equipment not incorporated in the Work, but delivered and suitably stored, less in each case the aggregate of payments previously made. Upon substantial completion, the Owner shall pay an amount sufficient to increase total payments to Contractor to 95% of the contract price, less such amounts as the Owner shall determine in accordance with Section 19 of the General Conditions. Final payment shall be upon final completion and acceptance of the Work. Approved partial payment estimates shall be reviewed and approved at the next regularly scheduled Board meeting.

7. Contract Documents. The term "contract documents" means and includes the following:

- (a) Invitation to Bid;
- (b) Instructions to Bidders;
- (c) Bid;
- (d) Bid Bond;
- (e) Construction Agreement;
- (f) First-Tier Subcontractor Disclosure Form
- (g) Oregon Prevailing Wage Rates;
- (h) General Conditions;
- (i) Payment Bond;
- (j) Performance Bond;
- (k) Notice of Intent to Award;
- (l) Notice to Proceed;
- (m) Drawings and Specifications attached;
- (n) Change Orders;
- (o) Addenda; Number: 1 Dated: May 7, 2021;
- (p) Proof of Insurance

8. Contractor's Representations. In order to induce Owner to enter into this agreement, Contractor makes the following representations:

- (a) Contractor has familiarized itself with the nature and extent of the contract documents, work, locality, and with all local conditions and any federal, state, and local laws, ordinances, rules, and regulations which, in any manner, may affect cost, progress, or performance of the Work;
- (b) Contractor has studied carefully all reports, investigations, and tests of subsurface and latent physical conditions at the site which may affect cost, progress, or performance of work and which were relied upon in the preparation of the drawings and specifications;
- (c) Contractor has made or has caused to be made examinations, investigations, tests and studies of reports and related data, in addition to

those referred to in paragraph (b), which Contractor deems necessary for the performance of the Work, determination of the contract price, and completion of the Project within the contract time in accordance with the other terms and conditions of the contract documents. No additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes;

- (d) Contractor has reconciled the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the contract documents;
- (e) Contractor has given the Owner's representative written notice of all conflicts, errors or discrepancies which he has discovered in the contract documents and the written resolution thereof by the Owner's representative is acceptable to the Contractor.

9. Miscellaneous.

- (a) No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party to this contract without the written consent of the parties sought to be bound; and specifically but without limitation, monies which may become due and monies which are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law) and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the contract documents.
- (b) This Agreement shall be binding upon all parties to the contract and their respective partners, successor, heirs, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the contractual documents.

THIS AGREEMENT is effective on the _____ day of _____, 2021.

OWNER: **URBAN RENEWAL AGENCY
OF THE CITY OF TALENT**

By: _____

Address for giving notices:

29333 Town Center Loop E #2044
Wilsonville, OR 97070

ATTEST: Agent for Service Process

License # _____

CONTRACTOR: **PILOT ROCK
EXCAVATION, INC**

By: *Chymin Tucker*

Address for giving notices:

2560 BATESMAN DR
CANTERBURY TOR 97502

ATTEST: Agent for Service Process

M. Towh
License # 157139

GENERAL CONDITIONS

Section 1. Definitions. Whenever used in these General Conditions or in the other contract documents, the following terms have the meanings indicated which are applicable in both the singular and plural or masculine or feminine thereof:

1. Addenda. Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the contract documents, Drawings and specifications by additions, deletions, clarifications, or corrections.
2. Bid. The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
3. Bonds. Bid, performance and payment bonds and other instruments of security.
4. Change Order. A written order to the Contractor signed by the Owner authorizing an addition, deletion or revision in the Work, or an adjustment in the contract price or the contract time issued after the effective date of the Agreement.
5. Contract Price. The total monies payable to the Contractor under the terms and conditions of the contract documents.
6. Contract Time. The number of calendar days stated in the contract documents for completion of the Work.
7. Contractor. The person, firm, or corporation with whom the Owner has executed the Agreement.
8. Drawings. The part of the contract documents which show the characteristics and scope of the Work to be performed and are referred to in the contract documents.
9. Owner's Representative. That person appointed by the Board of Directors of the Owner to act as the Owner's Representative in all matters relating to this contract.
10. Field Order. A written order issued by the Owner's Representative which orders minor changes in Work not involving an adjustment in the contract price or an extension of the contract time.
11. Substantial Completion. The date certified by the Owner's Representative when the construction of the Project or a specified part thereof is sufficiently completed in accordance with the contract documents so that the Project or a specified part can be utilized for purposes for which it is intended.

12. Subcontractor. An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.
13. Supplier. Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design but who does not perform labor at the site.
14. Work. All labor necessary to produce the construction required by the contract documents and all materials and equipment incorporated or to be incorporated in the Project.
15. Written Notice. Any notice to any party to the Agreement, or relative to any part of this Agreement, in writing is considered delivered and service completed when posted by certified mail or registered mail to the party at the party's last given address as shown on the Agreement, or when delivered in person to the party or the party's authorized representative on the worksite.

Section 2. Preliminary Matters.

1. Delivery of Bonds. When the Contractor delivers the executed Contract Documents to the Owner, Contractor shall also deliver to Owner such bonds as the Contractor may be required to furnish.
2. Copies of Documents. Owner shall furnish to Contractor up to three (3) copies of the contract documents. Additional copies will be furnished upon request at the cost of reproduction.
3. Commencement of Contract Time. The contract time will commence to run on the day indicated in the Notice to Proceed.
4. Insurance. Before undertaking any Work on the Project, Contractor shall obtain and, during the life of this Agreement, Contractor shall maintain the following minimum public liability and property damage insurance naming the Owner as an additional insured, which shall protect the Owner and the Contractor from claims for injuries, including accidental death, as well as from claims for property damage which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents whether such performance is by Contractor or any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - (a) Commercial general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$2,000,000.

(b) Statutory workers' compensation and employer's liability insurance for the State of Oregon.

Contractor shall provide the Owner with certificates of insurance before undertaking any Work on the Project. Insurance policies shall not be amended, canceled or terminated without 30-days prior written notice to the Owner.

5. Owner Insurance. The Owner shall be responsible for purchasing and maintaining its own liability insurance. Owner shall also purchase and maintain property insurance upon the Work at the site to the full insurable value thereof and shall include the interest of the Owner, Contractor and Subcontractors in the Work against the perils of fire and extended coverage. All other risk of loss at the Work site shall be borne by Contractor until acceptance of building by Owner.
6. Subrogation Waiver. Owner and Contractor waive all rights against each other, their agents and any Subcontractors and their agents and employees for damages caused by fire or other perils to the extent covered by insurance provided for in this Section. The Contractor shall require similar written waivers from each Subcontractor and each such waiver shall be in favor of all other parties enumerated in this paragraph.

Section 3. Contract Documents.

1. The contract documents comprise the entire agreement between Owner and Contractor concerning the Work. They may be altered only by written modification, as provided in this Agreement.
2. The contract documents are complementary; what is called for by one is binding as if called for by all. If, during the performance of the Work, Contractor finds a conflict, error or discrepancy in the contract documents, Contractor shall report it to the Owner's Representative in writing at once and before proceeding with the Work affected by the conflict.
3. It is the intent of the specifications and Drawings to describe the complete Project to be constructed in accordance with the contract documents. Any Work which may reasonably be inferred from the specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual or code in effect at the time of the opening of the bid, except as may be otherwise specifically stated. However, no provision of any reference, standard, specification, manual or code shall change the duties and responsibilities of the Owner, Contractor, or any of their agents or employees from those set forth in the contract documents.

Clarifications and interpretations of the contract documents shall be issued by the Owner's Representative.

4. Re-use of Documents. Neither Contractor nor any Subcontractor, manufacturer, fabricator, Supplier, or distributor shall have or acquire any title to or ownership rights in any of the Drawings, specifications, or other documents which are a part of this contract. They may not be reused by any party without the express written consent of the Owner and of the preparer of the Drawings.

Section 4. Materials, Service and Facilities.

1. It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.
2. Materials and equipment shall be stored so as to ensure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
3. All materials and equipment shall be of good quality and new except as otherwise provided in the contract documents.
4. Equivalent Materials and Equipment. Whenever materials or equipment are specified or described in Drawings or specifications by using the name of proprietary item or the name of a particular manufacturer, fabricator, Supplier or distributor, the name of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, Suppliers, or distributors may be accepted by the Owner's Representative if sufficient information is submitted by Contractor to allow the Owner's Representative to determine that the material proposed is equivalent to that named.
5. Contractor shall be fully responsible for all acts and omissions of its Subcontractors and of persons and organizations directly or indirectly employed by Contractor and any Subcontractor and of persons or organizations for whose acts any of them may be liable to the same extent Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing in these documents creates any obligation on the part of the Owner to pay or to see to the payment of any monies due any Subcontractor or other person or organization except as may otherwise be required by law.

Section 5. Fees, Taxes and Permits.

1. Contractor shall pay all applicable royalties and license fees. Contractor shall defend all suits or claims for infringement of any patent rights and save Owner harmless from loss on account thereof.
2. All permits and licenses, including governmental fees, licenses, and inspections (other than SDCs) required for construction shall be obtained at the expense of Contractor. Owner shall assist the Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work and which are applicable at the time of Bid opening. Contractor shall pay all charges of utility service companies for connections to the Work. Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the laws of the place of the Project.

Section 6. Survey, Permits and Regulations.

1. Owner shall furnish all boundary surveys and establish all base lines for locating principal component parts of the Work together with a suitable number of bench marks adjacent to the Work as shown in the contract documents. From the information provided by Owner, unless otherwise specified in the contract documents, Contractor shall develop and make all detailed surveys needed for construction such as slope stakes, stakes for piling locations, and other working points, lines, elevations and cut sheets.
2. The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, Contractor shall be charged with the resulting expense and shall be responsible for any mistakes which may be caused by unnecessary loss or disturbance.

Section 7. Protection of Work, Property and Persons.

Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor will take all necessary precautions for the safety of, or provide the necessary protection to prevent injury, damage, or loss, to all employees on the worksite and other persons who may be affected. Contractor shall also be responsible for all safety precautions regarding all Work and all materials or equipment to be incorporated into the Work, whether in storage on or off the site, and the property at the site or adjacent to it, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designed for removal, relocation, or replacement in the course of construction. Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or any for whose acts any of them may be liable except for acts directly attributable to Owner or Owner's Representative or any person employed

by either of them whose acts are not attributable directly or indirectly in whole or in part to the fault or negligence of Contractor.

Section 8. Supervision by Contractor.

The Contractor will supervise and direct the Work. Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor will employ and maintain on the Work a qualified supervisor who shall have been designated in writing by Contractor as Contractor's representative at the site. The supervisor shall have full authority to act on behalf of Contractor and all communications given to the supervisor shall be as binding as if given to Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

Section 9. Changes in Work.

Owner, at any time the need arises, may order changes in the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the contract documents, or the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order. Owner or its representative may also, at any time, by issuing a Field Order, make changes in the details of the Work. Contractor shall proceed with the performance of any changes in the Work so ordered, unless Contractor believes that such Field Order entitles Contractor to a change in Contract Price or Contract Time, or both, in which event Contractor shall give Owner's Representative Written Notice of the proposed Change Order within two (2) days after receipt of the Field Order. Contractor shall document in Contractor's notice the basis for the change in Contract Price or Contract Time by separate notice delivered within five (5) days of the date of the Written Notice of the proposed Change Order. Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from Owner.

Section 10. Changes in Contract Price.

The Contract Price may be changed only by a written, signed Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

1. Unit prices previously approved.
2. An agreed lump sum.
3. The actual cost of labor, direct overhead, materials, supplies, and other services necessary to complete the Work plus an amount not to exceed 10% of the actual Work to cover the cost of general overhead profit.

Section 11. Limitation on Liquidated Damages.

Contractor shall not be charged with liquidated damages when the delay in completion of the Work is due to the following and Contractor has promptly given Written Notice of such delay to Owner or its representative:

1. Unforeseeable causes beyond the control and without the fault or negligence of Contractor, including but not restricted to acts of God or of the public enemy, acts of Owner, acts of another Contractor in performance of the contract with the Owner, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, and abnormal and unforeseen weather; and
2. Any delays of Subcontractors occasioned by any of the causes specified above.

Section 12. Correction of Work.

1. Contractor shall promptly remove from the premises all Work rejected by Owner's Representative for failure to comply with the contract documents, whether incorporated in construction or not, and Contractor shall promptly replace and re execute the Work in accordance with the contract documents and without expense to Owner and shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement.
2. All removal and replacement Work shall be done at Contractor's expense. If Contractor does not take action to remove rejected Work within five (5) days after receipt of Written Notice of rejection, Owner may remove such Work and store the materials at the expense of Contractor.

Section 13. Subsurface Conditions.

Contractor shall promptly and before such conditions are disturbed, except in the event of an emergency, notify Owner by Written Notice of:

1. Subsurface or latent physical conditions at the site differing materially from those indicated in the contract documents.
2. Unknown physical conditions at the site of an unusual nature, differing markedly from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the contract.

Owner shall promptly investigate the conditions and if found that such conditions do so materially differ and cause an increase or decrease in the cost of or in the time required for performance of the Work, an equitable adjustment shall be made and the contract documents shall be modified by a change order. Any claim of Contractor for adjustment hereunder shall not be allowed unless he has given the required Written Notice.

Section 14. Suspension of Work, Termination Delay.

1. If Contractor is adjudged a bankrupt or insolvent or if Contractor makes a general assignment for the benefit of Contractor's creditors, or if a trustee or receiver is appointed for the Contractor or for any of Contractor's property, or if Contractor files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws, or if Contractor repeatedly fails to supply sufficient skilled workmen or suitable material or equipment, or if Contractor repeatedly fails to make prompt payments to Subcontractors for labor, materials, or equipment, or if Contractor disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction of the Work, or if Contractor disregards the authority of Owner's Representative or if Contractor otherwise violates any provision of the contract documents, then Owner may, without prejudice to any other right or remedy, after giving Contractor and Contractor's surety a minimum of five (5) days' Written Notice, terminate the services of the Contractor and take possession of the Project and all materials, equipment, tools, construction equipment, and machinery owned by Contractor and finish the Work by whatever method Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to Contractor. If the costs exceed such unpaid balances, Contractor will pay the difference to Owner. Such costs incurred by Owner will be determined by Owner and incorporated in a change order.
2. Where Contractor's services have been terminated under Section 14.1, by Owner, the termination shall not affect any right of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of monies by Owner due Contractor will not release Contractor from compliance with the contract documents.
3. After five (5) days from delivery of Written Notice under Section 14.1 to Contractor, Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the contract. In such case, Contractor shall be paid for all Work executed and any reasonable expense sustained plus reasonable profit for the Work performed.

Section 15. Equal Opportunity.

Contractor agrees to comply with the applicable provisions of the Equal Opportunity Act of 1972 and the Civil Rights Act of 1964 as amended. Contractor shall have the obligation to ensure that the employees and applicants for employment are not discriminated against because of race, creed, color, sex, or national origin.

Section 16. Public Contracting Code Requirements.

1. Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the Work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
 - (a) ORS 279C.580(3)(a) requires the prime Contractor to include a clause in each subcontract requiring Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten (10) days out of such amounts as are paid to the prime Contractor by the public contracting agency; and
 - (b) ORS 279C.580(3)(b) requires the prime Contractor to include a clause in each subcontract requiring Contractor to pay an interest penalty to the first-tier Subcontractor if payment is not made within thirty (30) days after receipt of payment from the public contracting agency.
 - (c) ORS 279C.580(4) requires the prime Contractor to include in every subcontract a requirement that the payment and interest penalty clauses required by ORS 279C.580(3)(a) and (b) be included in every contract between a Subcontractor and a lower-tier Subcontractor or Supplier.
2. Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from Contractor or any Subcontractor in connection with the performance of the contract shall promptly be paid.
3. Contractor shall not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
4. A notice of claim on Contractor's payment bond shall be submitted only in accordance with ORS 279C.600 and 279C.605.
5. Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
6. Contractor shall demonstrate to Owner that an employee drug-testing program is in place within ten (10) days of receiving a Notice of Award.
7. Pursuant to ORS 279C.515, if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the Owner may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become

due to Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or its surety from their obligations with respect to any unpaid claim. If Owner is unable to determine the validity of any claim for labor or material furnished, Owner may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

8. Pursuant to ORS 279C.515, if the Contractor or a first-tier Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from Owner or Contractor, the Contractor or first-tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10 day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to Contractor or first-tier Subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is thirty (30) days after the date when payment was received from the public contracting agency or from the Contractor, but the rate of interest shall not exceed thirty (30) percent. The amount of interest may not be waived.
9. As provided in ORS 279C.515, if the Contractor or a Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
10. Pursuant to ORS 279C.530, Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
11. Contractor shall employ no person for more than ten (10) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, Contractor shall pay the employee at least time and one-half pay for all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the Work is five (5) consecutive days, Monday through Friday; or for all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the Work week is 4 consecutive days, Monday through Friday; and for all Work performed on Saturday and on any legal holidays as specified in ORS 279C.540.

12. Pursuant to ORS 279C.540(2), the Contractor must give notice to employees who Work on this contract in writing, either at the time of hire or before commencement of Work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to Work.
13. The provisions of ORS 279C.800 to ORS 279C.870 relating to the prevailing wage rates will be complied with.
 - (a) The hourly rate of wage to be paid by Contractor or any Subcontractor to workers in each trade or occupation required for the public works employed in the performance of this Contract shall not be less than the specified minimum rate of wage in accordance with ORS 279C.838 and ORS 279C.840.
 - (b) The latest prevailing wage rates for public works contracts in Oregon are contained in the following publications: The January 1, 2021, Prevailing Wage Rates for Public Works Projects in Oregon, including any Amendments. Such publication can be reviewed electronically at:

<https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>
and are hereby incorporated as part of the contract documents.
 - (c) Contractor and all Subcontractors shall keep the prevailing wage rates for this Project posted in a conspicuous and accessible place in or about the Project.
 - (d) The Owner shall pay a fee to the Commissioner of the Oregon Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner as required by the administrative rules adopted by the Commissioner.
 - (e) If Contractor or any Subcontractor also provides for or contributes to a health and welfare plan or a pension plan, or both, for its employees on the Project, it shall post notice describing such plans in a conspicuous and accessible place in or about the Project. The notice shall contain information on how and where to make claims and where to obtain future information.
14. Unless exempt under ORS 279C.836(4), (7), (8) or (9), before starting Work on this contract, or any subcontract hereunder, Contractor and all Subcontractors must have on file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in the State of Oregon in the amount of \$30,000. The bond must provide that the Contractor or Subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under ORS

279C.836(2), unless the surety sooner cancels the bond. The surety may cancel the bond by giving thirty (30) days' Written Notice to the Contractor or Subcontractor, to the Construction Contractors Board and to the Bureau of Labor and Industries. When the bond is canceled, the surety is relieved of further liability for Work performed on contracts entered into after the cancellation. The cancellation does not limit the surety's liability for Work performed on contracts entered into before the cancellation. Contractor further certifies that Contractor will include in every subcontract a provision requiring a Subcontractor to file a public works bond with the Construction Contractors Board before starting Work on the Project, unless exempt under ORS 279C.836(4), (7), (8), or (9).

- (a) Unless exempt under ORS 279C.836(4), (7), (8), or (9), before permitting a Subcontractor to start Work on this public works project, the Contractor shall verify that the Subcontractor has filed a public works bond as required under this section or has elected not to file a public works bond under ORS 279C.836(7).
 - (b) Unless the Owner has been notified of any applicable exemptions under ORS 279C.836(4), (7), (8), or (9), the public works bond requirement above is in addition to any other bond Contractor or Subcontractors may be required to obtain under this contract.
15. As may be required by ORS 279C.845, Contractor or Contractor's surety and every Subcontractor or Subcontractor's surety shall file certified payroll statements with the Owner in writing.
- (a) If Contractor is required to file certified statements under ORS 279C.845, the Owner shall retain twenty-five (25) percent of any amount earned by the Contractor on the public works project until the Contractor has filed with the Owner a certified statement as required by ORS 279C.845. The Owner shall pay the Contractor the amount retained within 14 days after the Contractor files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements required by statute. The Owner is not required to verify the truth of the contents of certified statements filed by the Contractor under this section and ORS 279C.845.
 - (b) The Contractor shall retain twenty-five (25) percent of any amount earned by a first-tier Subcontractor on this public works contract until the Subcontractor has filed with the Owner certified statements as required by ORS 279C.845. The Contractor shall verify that the first-tier Subcontractor has filed the certified statements before the Contractor may pay the Subcontractor any amount retained. The Contractor shall pay the first-tier Subcontractor the amount retained within fourteen (14) days after the Subcontractor files the certified statements as required by ORS 279C.845. Neither the Owner nor the Contractor is required to verify the

truth of the contents of certified statements filed by a first-tier Subcontractor.

16. All employers, including Contractor, that employ subject workers who Work under this contract shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.
17. All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
18. The contract may be canceled at the election of Owner for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
19. Contractor certifies that it has not and will not discriminate against minorities, women or emerging small business enterprises in obtaining any required Subcontractors, or against a business enterprise that is owned or controlled by, or that employs a disabled veteran as defined in ORS 408.225.
20. Contractor certifies its compliance with the Oregon tax laws, in accordance with ORS 305.385.
21. In the performance of this contract, the Contractor shall use, to the maximum extent economically feasible, recycled paper, materials, and supplies, and shall compost or mulch yard waste material at an approved site, if feasible and cost effective.
22. As may be applicable, Contractor certifies that all Subcontractors performing construction Work under this contract will be registered with the Construction Contractors Board or licensed by the state Landscaping Contractors Board in accordance with ORS 701.035 to ORS 701.055 before the Subcontractors commence Work under this contract.
23. Pursuant to OAR 137-049-0880, the Owner may, at reasonable times and places, have access to and an opportunity to inspect, examine, copy, and audit the records relating to the Contract.
24. Pursuant to ORS 279C.510, if feasible and cost-effective and contract is for demolition, Contractor shall salvage or recycle construction and demolition debris.
25. Pursuant to ORS 279C.510, if feasible and cost-effective and contract is for lawn and landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site.

26. In compliance with the provisions of ORS 279C.525, the following is a list of federal, state and local agencies, of which the Owner has knowledge, that have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the contract:

FEDERAL AGENCIES:

- Agriculture, Department of
 - o Forest Service
 - o Soil Conservation Service
- Defense, Department of
 - o Army Corps of Engineers
- Environmental Protection Agency
- Interior, Department of
 - o Bureau of Sport Fisheries and Wildlife
 - o Bureau of Outdoor Recreation
 - o Bureau of Land Management
 - o Bureau of Indian Affairs
 - o Bureau of Reclamation
- Labor, Department of
 - o Occupational Safety and Health Administration
- Transportation, Department of
 - o Federal Highway Administration
- Homeland Security, Department of
 - o Coast Guard

STATE AGENCIES:

- Agriculture, Department of
- Environmental Quality, Department of
- Fish and Wildlife, Department of
- Forestry, Department of
- Geology and Mineral Industries, Department of
- Human Resources, Department of
- Land Conservation and Development Commission
- Soil and Water Conservation Commission
- State Engineer
- State Land Board
- Water Resources Board

LOCAL AGENCIES:

- City Council
- County Court
- County Commissioners, Board of
- Port Districts

- Metropolitan Service Districts
 - County Service Districts
 - Sanitary Districts
 - Water Districts
 - Fire Protection Districts
27. Once before the first payment and once before final payment is made of any sum due on account of the contract for a public work, Contractor or Contractor's surety and every Subcontractor with a Subcontractor's surety, shall file a statement with Owner in writing in the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each classification of worker which Contractor or Subcontractor has employed upon such public work, and further certifying that no worker employed upon such public work has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the contract, which certificate and statement shall be verified by the oath of Contractor or Contractor's surety or Subcontractor or the Subcontractor's surety, that Contractor or Subcontractor has read such statement and certificate, knows the contents thereof, and that the same is true to Contractor's or Subcontractor's knowledge. A true copy of the certification or certifications required to be filed pursuant to this section shall also be filed at the same time with the Commissioner of the Bureau of Labor and Industries.
28. The following notice is applicable to Work involving excavation. "ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503) 232-1987."

Section 17. Warranty and Guarantee.

1. Contractor warrants and guarantees to Owner that all Work will be done in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to Contractor. All defective Work, whether or not in place, may be rejected, corrected or accepted. Contractor understands that the City of Talent and Jackson County and their various departments, and agencies, must be consulted and be allowed to inspect the Work and sign off in each particular area. At all times Owner's Representative and appropriate inspectors shall have access to the Work for inspection and testing. Contractor shall provide proper and safe conditions for such access.
2. Where any law, ordinance, rule, regulation, code, or other order of any public body having jurisdiction requires any Work or part thereof to specifically inspected, tested or approved, Contractor shall assume full responsibility for such inspection, testing, or approval, and pay all costs in connection therewith and furnish Owner's Representative with the required certificates of inspection, testing or approval. If any Work to be inspected, tested, or approved is covered

without written concurrence of Owner's Representative, it must be, if requested, uncovered for observation. Such uncovering shall be at Contractor's expense.

3. Neither observations by the Owner's Representative nor inspection tests or approvals by others shall relieve the Contractor from his obligations to perform the Work in accordance with the contract documents.
4. If, within two (2) years after the date of final completion and sign off and payment of any retainage by Owner to Contractor, there is any defect in materials or workmanship, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work or, if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where a delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced. All direct or indirect costs of such removal or replacement, including compensation for additional professional services, shall be paid by Contractor. Such additional professional services include the services of any attorney employed by Owner to assist it in dealings with Contractor. If Contractor does not pay for such Work, or does not ensure that such Work is performed as required by this section, Owner may pursue reimbursement from Contractor, including pursuing a claim upon Contractor's bond, if applicable, for payment of such Work. All notices sent to Contractor shall have copies sent to Contractor's surety.
5. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by the application for payment, whether incorporated in the Project or not, will pass to Owner at the time of payment, free and clear of all liens, claims, security interests and encumbrances of any party whomsoever.

Section 18. Bond Form.

Payment and Performance Bonds shall be in the form provided within the Invitation to Bid packet. Bid Bonds shall be in the standard form of the issuing company. If a standard form is not available, the AIA Form A-310 shall be acceptable for the Bid Bond.

Section 19. Payments to Contractor.

1. By the 5th day of each month, Contractor will submit to Owner's Representative a partial payment estimate filled out and signed by Contractor covering the Work performed during the period covered by the partial payment estimate and supported by such data as Owner's Representative may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to Owner, as will establish Owner's title to the material and

equipment, and protect its interest therein, including applicable insurance. Owner's Representative will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to Owner, or return the partial payment estimate to Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, Contractor may make the necessary corrections and resubmit the partial payment estimate. Owner will, within ten (10) days of the next Board meeting after presentation by Owner's Representative of an approved partial payment estimate, pay Contractor a progress payment on the basis of the approved partial payment estimate. Owner shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all Work covered by the contract documents. After fifty percent (50%) of the Work has been completed, Owner may, at Owner's sole discretion, reduce or eliminate retainage on the remaining progress estimates. When the Work is substantially complete, Owner may, at Owner's sole discretion, further reduce the retained amount below 5% to only that amount necessary to assure completion. On completion and acceptance of a part of the Work on which the price is stated separately in the contract documents, Owner may, in Owner's sole discretion, pay for that part of the Work in full, including retained percentages, less authorized deductions.

2. A request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.
3. Prior to Substantial Completion, Owner, with the approval of Owner's Representative and with the concurrence of the Contractor, may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.
4. Owner shall have the right to enter the premises for the purpose of doing Work not covered by the contract documents. This provision shall not be construed as relieving Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agents or employees of Owner. Such entry or Work shall only be allowed to the extent it does not interfere with Contractor's Work.
5. Upon completion and acceptance of the Work, Owner's Representative shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the contract documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by Owner, shall be paid to the Contractor within thirty (30) days of the issuance of the certificate of completion and acceptance of the Work.
6. Contractor will indemnify and save Owner and Owner's officials, employees, agents, and volunteers harmless from all claims arising out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and

furnishers or machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. Contractor shall, at Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived. If Contractor fails to do so, Owner may, after having notified Contractor, either pay unpaid bills or withhold from Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to Contractor shall be resumed in accordance with the terms of the contract documents, but in no event shall the provisions of this Section be construed to impose any obligations upon Owner to either Contractor, Contractor's surety or any third party. In paying any unpaid bills of Contractor, any payment so made by Owner shall be considered as a payment made under the contract documents by Owner to Contractor and Owner shall not be liable to Contractor for any such payments made in good faith.

7. If Owner fails to make payment thirty (30) days after approval of a partial payment estimate by Owner's Representative, in addition to the other remedies available to Contractor, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

Section 20. Cleanup.

1. From time to time as the Work progresses and immediately after completion of the Work, Contractor shall clean up and remove all refuse and unused materials of any kind resulting from the Work. Upon failure of Contractor to do so within 24 hours after being so directed by Owner's Representative, the Work may be done by Owner and the cost thereof may be deducted from any payment due Contractor.
2. After all other Work embraced in the contract is completed and before final acceptance of the contract, the entire right of way and driveways, alleys, and side street approaches, slopes, ditches, utility trenches, and construction areas shall be neatly finished to the lines, grades and cross sections shown in the specifications.
3. As a condition precedent to final acceptance of the Project, Contractor shall remove all equipment and temporary structures, and all rubbish, waste and generally clean the right of way and premises.

Section 21. Use of Light, Power and Water.

Contractor shall furnish temporary light, power, and water complete with connecting piping, wiring, lamps, and similar equipment necessary before the Work is improved. Contractor shall install, maintain and remove temporary lines upon completion of Work.

Contractor shall obtain all permits and bear all costs for connection with temporary services and facilities at no expense to Owner.

Section 22. Arbitration.

1. All claims, disputes, and other matters in question between Owner and Contractor arising out of, or relating to, the contract documents, including rescission, reformation, enforcement, or the breach of the terms thereof, except for claims which may have been waived by the making or acceptance of final payment or for acquisition of property subject to eminent domain, may be decided by arbitration. Owner shall have the sole discretion as to whether or not a dispute will be decided by arbitration conducted in Jackson County, Oregon, rather than through the court process.
2. No demand for arbitration of any claimed dispute or other matter shall be effective until after a claim or demand regarding the underlying dispute is made to the Agency's Board and the Board at its next regularly scheduled meeting, has rendered a written decision with respect thereto denying the claim or demand. No demand for arbitration of the denial of any such claim, dispute, or other matter shall be made later than thirty (30) days after the date on which the Board of Directors has rendered a written decision denying the claim. The failure to demand arbitration within thirty (30) days of the date of the Board of Director's decision denying the claim shall result in the Board of Director's decision being binding upon Owner and Contractor.
3. Notice of demand for arbitration shall be filed in writing with the other party to the agreement. The demand for arbitration shall be made within the 30 day period specified above. Owner, if not the party demanding arbitration, has the option of allowing the matter to proceed with arbitration or by Written Notice within five (5) days after receipt of a demand for arbitration, or rejecting arbitration and requiring Contractor to proceed through the courts for relief. Arbitration shall be conducted under the Uniform Arbitration Act, ORS 36.600 *et seq.* If the parties are unable to mutually select an arbitrator within twenty (20) days following Owner's decision to pursue arbitration, then each party shall select an arbitrator, and the two arbitrators shall select a single arbitrator. The arbitrator(s) shall have substantial experience in construction disputes. The parties agree that any award rendered by the arbitrator will be final, and judgment may be entered upon the award in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted by Oregon law.

Section 23. Attorney Fees.

If suit, action or arbitration is brought either directly or indirectly to rescind or enforce the terms of this agreement, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as any costs and disbursements. Further, if it becomes necessary for Owner to incur the services of an attorney to enforce any provision of this

agreement without initiating litigation, Contractor agrees to pay Owner's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred, until the date paid by losing party.

SPECIFICATIONS

| | |
|------|----------------------------|
| G0.0 | COVER SHEET |
| C1.0 | GENERAL NOTES |
| C1.1 | EXISTING CONDITIONS |
| C2.0 | EROSION CONTROL NOTES |
| C2.1 | EROSION CONTROL PLAN |
| C3.0 | OVERALL CIVIL SITE PLAN |
| C4.0 | DRAINAGE AND GRADING PLAN |
| C4.1 | ROAD PROFILES |
| C4.2 | ROAD PROFILES |
| C4.3 | STORM PROFILES |
| C5.0 | OVERALL UTILITY PLAN |
| C6.0 | PROJECT DETAILS |
| C6.1 | STANDARD DETAILS |
| C6.2 | STANDARD DETAILS |
| C6.3 | STANDARD DETAILS |
| L200 | MATERIALS & LAYOUT PLAN |
| L300 | PLANTING PLAN |
| L600 | FENCE DETAILS |
| L601 | DETAILS |
| L602 | DETAILS |
| L700 | LANDSCAPE NOTES |
| E1.0 | LEGEND & GENERAL NOTES |
| E1.1 | SPECIFICATIONS |
| E2.0 | ONE-LINE DIAGRAM |
| E3.0 | SITE POWER PLAN |
| E3.1 | SITE ROADWAY LIGHTING PLAN |
| E4.0 | DETAILS |
| E4.1 | DETAILS |

Geotechnical Report by Applied Geotechnical Engineers Dated November 7th, 2020

AMENDMENT 2 TO CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT Amendment is entered into by and between the Talent Urban Renewal Agency, a special district of the State of Oregon, hereinafter called TURA, and Healthy Sustainable Communities, hereinafter called Contractor.

Recitals:

WHEREAS, TURA and Contractor entered into a contract for professional services for Contractor to provide Executive Director and Project Management services for TURA, dated April 20, 2020 (Agreement); and

WHEREAS, on March 8, 2020, the Governor of the State of Oregon issued Executive Order 20-03 declaring a statewide State of Emergency under ORS 401.025(1) due to the serious public health and safety threat posed by the spread of the COVID-19 virus within the State of Oregon; and

WHEREAS, during the period of September 2020, the City of Talent lost over 700 homes in the Almeda Fire; and

WHEREAS, at the direction of the TURA Board, as evidenced in multiple meeting minutes, the ED has identified and negotiated new funding and development opportunities, including long-term infrastructure for the Gateway Site in order to move forward with the Agreement's anticipated Services; and

WHEREAS, the Board of Directors has approved the construction of a transitional to permanent housing on the Gateway Site, developing long term infrastructure on the site that paves the way to permanent housing and the delivery of the community vision; and

WHEREAS, the contractor must now execute the site development and asset management of a transitional to permanent housing site on the Gateway Site that will help provide housing to those displaced by the Almeda Fire; and

WHEREAS, a State of Emergency, as declared by the Mayor, exists in the City of Talent, which was unanimously ratified by the City Council on September, 10, 2020; and

WHEREAS, the loss of numerous homes in Talent has displaced between 1,5000 and 2,000 residents, many vulnerable and low-income who will lose access to existing emergency housing in June 2021 or September 2021; and

WHEREAS, the transitional to permanent housing master plan on the Gateway Site responds to the current community needs; and

WHEREAS, the development, construction and long-term oversight of the master plan requires additional time and resources that was previously unaccounted for in the Agreement with Healthy Sustainable Communities; and

WHEREAS, the contractor must now execute the site development and asset management of a transitional to permanent housing site on the Gateway Site that will help provide housing to those displaced by the Alameda Fire; and

WHEREAS, the scope of work assigned to the Contractor has expanded to include projects that include but are not limited to: the development of a new urban renewal plan area, grant writing, asset management, and grant program development;

NOW THEREFORE, due to the unprecedented circumstances and projects outlined above, the Agency amends the contract with Healthy Sustainable Community's Agreement as follows:

Agreement:

Section 1. Section 1 of the Agreement is hereby amended as follows:

- a. The Agreement's term is hereby extended the date of the expiration of the Temporary Emergency Accommodation permit for the Gateway Site, currently set to expire in March 10, 2023.

Section 2. Section 2, paragraph 1, of the Agreement is hereby amended as follows:

- a. The Compensation; Billing; Payment set forth in Section 1, paragraph 1, of the Agreement, is hereby amended to read:

"TURA shall pay Contractor \$8,500 per month for administrative services, \$5,000 per month for grant writing services, and \$5,000 per month for asset management services for the Gateway transitional to permanent housing master plan project on the Gateway Site."

Section 3. All unamended provisions of the Agreement shall remain in full force and effect.

The parties hereby agree to amend the provisions of the Agreement as provided above, effective as of June 1, 2021.

CONTRACTOR:

TURA:

By: _____
Healthy Sustainable Communities, LLC

By: _____
Chair Ayers-Flood

Date: _____

Date: _____

TALENT URBAN RENEWAL AGENCY CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into by and between the Talent Urban Renewal Agency, an agency of the State of Oregon, hereinafter called Agency, and Powell Engineering and Consulting, hereinafter called Consultant.

WHEREAS, Agency has need for the services of an individual with the specific training, ability, knowledge, and experience possessed by Consultant to assist on the civil engineering inspections, construction meetings and with any necessary modifications to the drawings on the Gateway site located at southwest quadrant of West Valley View Road and Hwy 99 in Talent, Oregon. The work is for the approved transitional development plan for displaced families in the City of Talent.

The civil engineer will coordinate the design work with the TURA and the approved general contractor, Pilot Rock Evacuation on the site development.

The consultant shall attend onsite, virtual and provide necessary review of documents for installation on the civil construction drawings for the proposed 53 transitional pads to include the following:

1. Site visits as required
2. Assist owner with all necessary local revisions and coordination
3. Agency coordination with permitting of ODOT and RVSS
4. Construction Administration
 - a. Response to RFI, submittals during construction
 - b. Preparation and issuance of delta clouded drawings, base on response to RFI's and field conditions
 - c. Site observation during construction
 - d. Incorporation of contractor supplied as-built records and issuance of final as-built civil drawings
 - e. Engineers Certification of Completion to appropriate agencies

NOW THEREFORE, the parties agree as follows:

- I. Services. Consultant agrees to perform the services set forth in the SCOPE OF WORK (Exhibit A) in this agreement, and any other related services as may be reasonably requested by Agency and agreed to in writing. Work to be completed shall be under the direction of the Executive Director.
- II. Compensation; Billing; Payment. Agency shall pay Consultant an amount not to exceed \$5,625.00 for work performed and completed to Agency's satisfaction in Exhibit A. Any amounts over \$5,625.00 shall be agreed to in writing by the Executive Director.

Payments shall be based on itemized monthly invoices that Consultant shall submit to the Agency on the 30th day of each month of the contract. Upon request, Consultant will provide the Executive Director with supporting documents and records evidencing the progress made on the project to date. Consultant shall not perform, and Agency shall not pay, for any Consultant services which are outside the Scope of Work described in Exhibit A of this Agreement unless Agency provides prior written consent for such work.

Payments. Agency will review Consultant's invoice and, if there are no disputes or disagreement with the invoice, Agency shall pay the invoice amount due within fifteen (15) days of invoice approval.

Expense Reimbursement. Agency shall reimburse Consultant for pre-approved expenses reasonably incurred by Consultant in furtherance of its work under this Agreement. No other reimbursements are contemplated under this Agreement. Consultant shall obtain Agency's written authorization prior to incurring any expenses. No such expense shall be reimbursed unless written authorization has been obtained from Agency. Consultant will provide appropriate documentation and receipts for expenditures when submitting requests for reimbursement.

- III. Independent Contractor. Consultant is an independent contractor for all purposes and is not entitled to any compensation or benefits other than the compensation provided for under this Agreement. While Agency reserves the right to set various work schedules and evaluate the quality of Consultant's completed work, Agency will not control the means and manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the work provided for under this Agreement.

Consultant is responsible for all federal and state taxes applicable to any compensation paid to Consultant under this Agreement and will not have any amounts withheld by Agency to cover Consultant's tax obligations.

- IV. Federal Funds. If payment under this Agreement is to be charged against federal funds, Consultant certifies that Consultant is not currently employed by the federal government and the amount charged does not exceed Consultant's normal charge for the type of service provided.
- V. No Benefits. Consultant will not be eligible for any federal Social Security, unemployment insurance, Public Employees Retirement System benefits, or any insurance-related benefits from payments made pursuant to this Agreement, except as a self-employed individual.
- VI. Compliance with Laws. Consultant shall comply with all federal, state and local laws and ordinances applicable to the work done under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contract Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235.
- VII. No Subcontracts or Assignment. Consultant shall not subcontract, assign or transfer any work scheduled under this Agreement, except as authorized within the Scope of Work, without the prior written consent of the Agency, which may be withheld in the Agency's sole discretion. Notwithstanding Agency approval of a subcontractor, the Consultant shall remain obligated for full performance under this Agreement, and the Agency shall incur no obligation other than its obligations under this Agreement. The Consultant agrees that if subcontractors are employed in the performance of this Agreement, the Consultant and its subcontractors are subject to all requirements of this Agreement and Oregon law.
- VIII. Covenants. Consultant agrees to faithfully and diligently perform the duties required by this Agreement and will not engage in any activity that is or may be contrary to the welfare, interest, or benefit of the Agency.
- IX. Termination. Either party may terminate this Agreement after fourteen (14) days written notice to the other party, with or without cause. The parties may also mutually agree to terminate this Agreement at any time. Upon termination, Consultant shall be entitled to payment in accordance with the terms of this Agreement for any work done pursuant to this Agreement that is completed and accepted before termination, less previous amounts paid and any disputed

invoice amounts. Pursuant to this paragraph, Consultant shall submit an itemized invoice for all unreimbursed work done pursuant to this Agreement that is completed before termination, and all Agreement closeout costs actually incurred by Consultant. Agency shall not be liable for any costs invoiced later than thirty (30) days after termination unless Consultant can show good cause beyond its control for the delay.

- X. Indemnification and Standard of Care. Consultant agrees, to the fullest extent permitted by law, to indemnify, defend, and hold Agency harmless from any damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by Consultant's intentional or negligent acts, errors or omissions in the performance of this Agreement by Consultant or her employees, officers or agents. The standard of care applicable to Consultant's work will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services. Consultant will re-perform any services not meeting this standard without additional compensation.
- XI. Agency agrees, to the fullest extent permitted by law, to indemnify, defend, and hold Consultant harmless from any damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by Agency's intentional or negligent acts, errors or omissions in the performance of this Agreement by Agency or its employees, officers or agents.
- XII. Applicable Law. This Agreement shall be construed in accordance with Oregon law.
- XIII. Severability. If any part, term or clause of this Agreement is held by a court or arbitrator to be unenforceable, of no effect, or in conflict with any law, the validity of the remaining provisions and clauses shall not be affected and the rights and obligations of the parties shall be construed and in force as if the contract did not contain the particular part, term or clause held to be unenforceable.
- XIV. Entire Agreement. This Agreement represents the entire agreement between Agency and Consultant. No prior oral or written understanding shall be a force or effect with respect to any matters covered by the Agreement. This Agreement may not be amended except in a writing signed by both parties.
- XV. Notices. Notices required to be given under this Agreement shall be in writing and personally delivered or sent by electronic mail to the parties as below.

CONSULTANT:

By: _____

Todd Powell, PE

Powell Engineering and Consulting LLC

todd@powellengineeringconsulting.com

Date: _____

AGENCY:

By: _____

Jon Legarza

Executive Director

jon@talenturbanrenewal.com

Date: _____



CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

This agreement is made and entered into on this **23th day of May, 2021**, between Powell Engineering and Consulting, LLC, 1874 Rossanley Drive, Medford, OR 97501, hereinafter referred to as "CONSULTANT" and **Talent Urban Renewal Agency**, hereinafter referred to as "CLIENT".

CLIENT INFORMATION:

| | |
|------------------|----------------------------|
| Street Address | 110 E. Main Street |
| City & State | Talent, OR 97540 |
| Point of Contact | Jon Legarza |
| Phone No. | 702-449-5479 |
| Email Address | jon@talenturbanrenewal.com |

PROPERTY INFORMATION:

| | |
|---------------------------------|--------------------------------------|
| Address: | 102 S. Pacific Hwy, Talent, OR 97540 |
| Property Tax Account Number(s): | Map 36-05-15C, Tax Lot 300 |
| Legal Owner (Name & Address): | Same as Client |

I. SCOPE OF WORK: Weekly site observation visits during construction of the TURA Transitional Housing project. Site observation reports and communication back to Client. Estimate 2-3 hours per week for approximately 12-15 weeks.

II. SCHEDULE: Weekly beginning June 2021.

The CONSULTANT will diligently pursue the above described work and complete the same within a reasonable period of time unless delayed by circumstance beyond its control.

III. BUDGET:

Estimated maximum numbers of hours => 3 hours per week @ \$125/hour for up to 15 weeks = \$5,625

[] FIXED FEE -

Fixed Price Contracts will be invoiced monthly on a time basis up to the full amount indicated. CLIENT agrees to pay any remaining portion of said fee upon completion of the Scope of Work, whether previously invoiced or not.

[X] ESTIMATED FEE -

Because of the nature of the work and the difficulty in anticipating municipality requirements, the CONSULTANT cannot guarantee this amount as a maximum. Because charges are based on the time actually expended, the total expenditure by the CONSULTANT may vary from the estimated budget.

The project budget outlined above does not include the cost of work performed by other consultants or the cost of application, permit or agency required mitigation fees. All required agency fees will be paid by the CLIENT at the time of application and/or plan submittal. Nor does the project budget include reimbursable services such as computer plotting, blueprints/copies, travel expenses or postage.

IV. RETAINER:

CLIENT will pay a retainer to CONSULTANT coincident with the signing of this AGREEMENT in the amount of \$ 0 which is 0 % of the estimated amount of services by the CONSULTANT.

Any retainer paid by the CLIENT shall be held in trust by the CONSULTANT until the work is completed, including as-built drawings of the completed construction. The CONSULTANT may elect to apply funds from the retainer account to the unpaid balance on delinquent accounts or towards final

payment at the conclusion of a project. Any funds remaining in the retainage account after final payment is made shall be returned to the CLIENT within thirty (30) days. Any interest that may accrue on funds which are held in trust in the retainage account shall belong to CONSULTANT.

V. PAYMENT:

CLIENT agrees to pay CONSULTANT compensation for these services as outlined below:

PROFESSIONAL SERVICES BILLING RATES:

LABOR COSTS:

| <u>Title</u> | <u>Hourly Rate</u> |
|------------------------|--------------------|
| Professional Engineer | \$125 |
| Engineering Technician | \$95 |
| CAD Drafter | \$75 |
| Clerical | \$55 |

OTHER DIRECT COSTS:

Costs for extra services and materials including computer plotting and plan printing, and postage are not included in the project budget whether it be an estimated or a fixed fee and will be billed at cost plus a fifteen percent (15%) service charge. Mileage will be charged at the rate of \$0.55/mile.

Monthly invoices will be issued by CONSULTANT for all work performed under the terms of this AGREEMENT. Invoices are due and payable upon receipt. Finance charges computed by a "Periodic Rate" of 1.25% per month, which is an annual rate of 15% (applied to the previous month's balance after deducting payments and credits for the current month) will be charged on all past due accounts. No services will be performed for accounts which are 60 or more days past due until full payment is received. For accounts which are 30 or more days past due, CLIENT agrees that CONSULTANT may, at CONSULTANT's sole discretion, withhold plans, studies, reports and other work that has been completed until full payment is made.

VI. LIMITATION:

This contract shall not be valid unless signed by all parties prior to **June 7, 2021**

VII. AUTHORIZATION:

The undersigned have read and understood this AGREEMENT and Appendix A, General Terms and Conditions hereto, and he/she and his/her principal, if the undersigned acts as agent, promises to pay and personally guarantees payment of the charges provided for herein. It is understood that credit is not extended to a corporation without an assumption of personal liability by the undersigned.

This AGREEMENT is accepted this date above first written:

CONSULTANT:

By: Todd D. Powell **OWNER** May 23, 2021
Todd D. Powell Title Date

CLIENT:

By: _____
Title Date

VIII. APPENDIX A - GENERAL TERMS AND CONDITIONS:

CLIENT and CONSULTANT also agree to the following standard provisions:

- A. Signing this AGREEMENT shall be construed as authorization by CLIENT for CONSULTANT to proceed with the work, unless otherwise provided for in the AGREEMENT.
- B. All original papers, drawings, documents, and copies thereof produced as a result of this contract, except drawings or documents which are required to be filed with the public agencies, shall remain the property of the CONSULTANT. The CLIENT shall be permitted to retain copies for information and reference, however, any such copies shall not be used by the CLIENT for other projects, sold, or otherwise conveyed to a third party, except by agreement in writing and with appropriate compensation to the CONSULTANT.
- C. The CONSULTANT makes no warranty, either expressed or implied as to his findings, recommendations, specifications or professional advice except that the work was completed pursuant to generally accepted standards of practice in effect at the time of performance.
- D. The CONSULTANT makes no representations concerning the estimated quantities and costs of construction made in connection with the preparation of maps, plans, drawings or specifications prepared by the CONSULTANT other than that all such figures are estimates only.
- E. The CONSULTANT shall not be liable for damages resulting from the actions or inactions of governmental agencies.
- F. To the fullest extent permitted by law, the CLIENT shall indemnify and hold harmless the CONSULTANT, its agents and employees from and against all claims, damages, losses and expenses to the extent caused in whole or in part by any negligent or intentional act or omission of the CLIENT, its agents or employees. The CONSULTANT will not be responsible for errors or misunderstandings which may arise from inaccurate information provided by the CLIENT.
- G. CONSULTANT is not responsible for fulfillment of any preconditions or conditions of approval for the project. The CLIENT is responsible for satisfying these requirements as outlined by their project approval. CONSULTANT will assist CLIENT in fulfillment of these requirements if so directed. However, all responsibility for fulfillment of preconditions and conditions is solely the CLIENT's.
- H. It is understood and agreed that this AGREEMENT may be amended or terminated if the scope of work changes from that stipulated in said AGREEMENT. Either CLIENT or CONSULTANT may terminate this AGREEMENT by giving 30 days written notice to the other party.
- I. In the event the CLIENT chooses to suspend, abandon or terminate all or any portion of the work to be completed under this AGREEMENT, he/she shall reimburse the CONSULTANT for any and all charges incurred to the effective date of termination together with reasonable charges for closing the project and preparation of records for transfer and/or storage.
- J. The parties to this AGREEMENT agree to resolve any disputes arising from an alleged failure to perform, error, omissions or negligence by binding arbitration.
- K. In the event that either the CLIENT or the CONSULTANT files a suit against the other party, it is agreed by both parties that the proper place for such suit shall be the Jackson County Courthouse, State of Oregon.
- L. In the event that the CLIENT institutes a suit against the CONSULTANT because of any failure or alleged failure to perform, error, omissions or negligence, and if such suit is not successfully prosecuted, CLIENT agrees to pay the CONSULTANT any and all cost of defense.
- M. Should this AGREEMENT be placed in the hands of an attorney for collection, all expenses shall be paid by the CLIENT or the CLIENT'S AGENT for all reasonable attorney's fees, costs or expenses of any kind or nature incurred, whether in court, arbitration, litigation, bankruptcy, collection or administrative proceedings.
- N. CONSULTANT reserves the right to record a lien upon the termination of a project unless the account is paid in full, or prior arrangements have been made. Any charges for the filing of such a lien and the subsequent filing of the lien release, all in addition to any other charges made shall be paid by the CLIENT.
- O. CONSULTANT reserves the right to make changes in professional services billing rates without prior notice.

TALENT URBAN RENEWAL AGENCY CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into by and between the Talent Urban Renewal Agency, an agency of the State of Oregon, hereinafter called Agency, and Applied Geotechnical Engineering, hereinafter called Consultant.

WHEREAS, Agency has need for the services of an individual with the specific training, ability, knowledge, and experience possessed by Consultant to complete the soil observation and testing work on the Gateway site located at southwest quadrant of West Valley View Road and Hwy 99 in Talent, Oregon. The work is for an approved transitional development plan for displaced families in the City of Talent.

The engineer will coordinate with TURA and the general contractor, Pilot Rock Excavation on the installation for the civil engineering design work.

1. Observe the work and notify TURA of any work not installed per contract requirements
2. Provide density testing using a density gauge as needed for inspections
3. Digital Photographs
4. Summary Report that the site will support permanent use for pavement and housing as per the drawingsCivil Sheet specifications
5. Site observation during construction of grading and backfill
6. Response to RFI or any questions as needed for the geotechnical work on the project

NOW THEREFORE, the parties agree as follows:

- I. Services. Consultant agrees to perform the services set forth in the SCOPE OF WORK (Exhibit A) in this agreement, and any other related services as may be reasonably requested by Agency and agreed to in writing. Work to be completed shall be under the direction of the Executive Director.
- II. Compensation; Billing; Payment. Agency shall pay Consultant an amount not to exceed \$3,000.00 for work performed and completed to Agency's satisfaction in

Exhibit A. Any amounts over \$3,000.00 shall be agreed to in writing by the Executive Director.

Payments shall be based on itemized monthly invoices that Consultant shall submit to the Agency on the 30th day of each month of the contract. Upon request, Consultant will provide the Executive Director with supporting documents and records evidencing the progress made on the project to date. Consultant shall not perform, and Agency shall not pay, for any Consultant services which are outside the Scope of Work described in Exhibit A of this Agreement unless Agency provides prior written consent for such work.

Payments. Agency will review Consultant's invoice and, if there are no disputes or disagreement with the invoice, Agency shall pay the invoice amount due within fifteen (15) days of invoice approval.

Expense Reimbursement. Agency shall reimburse Consultant for pre-approved expenses reasonably incurred by Consultant in furtherance of its work under this Agreement. No other reimbursements are contemplated under this Agreement. Consultant shall obtain Agency's written authorization prior to incurring any expenses. No such expense shall be reimbursed unless written authorization has been obtained from Agency. Consultant will provide appropriate documentation and receipts for expenditures when submitting requests for reimbursement.

- III. Independent Contractor. Consultant is an independent contractor for all purposes and is not entitled to any compensation or benefits other than the compensation provided for under this Agreement. While Agency reserves the right to set various work schedules and evaluate the quality of Consultant's completed work, Agency will not control the means and manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the work provided for under this Agreement. Consultant is responsible for all federal and state taxes applicable to any compensation paid to Consultant under this Agreement and will not have any amounts withheld by Agency to cover Consultant's tax obligations.
- IV. Federal Funds. If payment under this Agreement is to be charged against federal funds, Consultant certifies that Consultant is not currently employed by the federal government and the amount charged does not exceed Consultant's normal charge for the type of service provided.

- V. No Benefits. Consultant will not be eligible for any federal Social Security, unemployment insurance, Public Employees Retirement System benefits, or any insurance-related benefits from payments made pursuant to this Agreement, except as a self-employed individual.
- VI. Compliance with Laws. Consultant shall comply with all federal, state and local laws and ordinances applicable to the work done under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contract Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235.
- VII. No Subcontracts or Assignment. Consultant shall not subcontract, assign or transfer any work scheduled under this Agreement, except as authorized within the Scope of Work, without the prior written consent of the Agency, which may be withheld in the Agency's sole discretion. Notwithstanding Agency approval of a subcontractor, the Consultant shall remain obligated for full performance under this Agreement, and the Agency shall incur no obligation other than its obligations under this Agreement. The Consultant agrees that if subcontractors are employed in the performance of this Agreement, the Consultant and its subcontractors are subject to all requirements of this Agreement and Oregon law.
- VIII. Covenants. Consultant agrees to faithfully and diligently perform the duties required by this Agreement and will not engage in any activity that is or may be contrary to the welfare, interest, or benefit of the Agency.
- IX. Termination. Either party may terminate this Agreement after fourteen (14) days written notice to the other party, with or without cause. The parties may also mutually agree to terminate this Agreement at any time. Upon termination, Consultant shall be entitled to payment in accordance with the terms of this Agreement for any work done pursuant to this Agreement that is completed and accepted before termination, less previous amounts paid and any disputed invoice amounts. Pursuant to this paragraph, Consultant shall submit an itemized invoice for all unreimbursed work done pursuant to this Agreement that is completed before termination, and all Agreement closeout costs actually incurred by Consultant. Agency shall not be liable for any costs invoiced later than thirty (30) days after termination unless Consultant can show good cause beyond its control for the delay.
- X. Indemnification and Standard of Care. Consultant agrees, to the fullest extent permitted by law, to indemnify, defend, and hold Agency harmless from any

damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by Consultant's intentional or negligent acts, errors or omissions in the performance of this Agreement by Consultant or her employees, officers or agents. The standard of care applicable to Consultant's work will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services. Consultant will re-perform any services not meeting this standard without additional compensation.

- XI. Agency agrees, to the fullest extent permitted by law, to indemnify, defend, and hold Consultant harmless from any damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by Agency's intentional or negligent acts, errors or omissions in the performance of this Agreement by Agency or its employees, officers or agents.
- XII. Applicable Law. This Agreement shall be construed in accordance with Oregon law.
- XIII. Severability. If any part, term or clause of this Agreement is held by a court or arbitrator to be unenforceable, of no effect, or in conflict with any law, the validity of the remaining provisions and clauses shall not be affected and the rights and obligations of the parties shall be construed and in force as if the contract did not contain the particular part, term or clause held to be unenforceable.
- XIV. Entire Agreement. This Agreement represents the entire agreement between Agency and Consultant. No prior oral or written understanding shall be a force or effect with respect to any matters covered by the Agreement. This Agreement may not be amended except in a writing signed by both parties.
- XV. Notices. Notices required to be given under this Agreement shall be in writing and personally delivered or sent by electronic mail to the parties as below.

CONSULTANT:

By: _____

Robin L. Warren, PE, GE, RG
Applied Geotechnical Engineering
robin.warren@agegc.com

Date: _____

AGENCY:

By: _____

Jon Legarza
Executive Director
jon@talenturbanrenewal.com

Date: _____

May 13, 2021

Urban Renewal Agency of the City of Talent
Attention: Jon Legarza
City of Talent, OR

**SUBJECT: PROPOSAL FOR CONSTRUCTION ENGINEERING SERVICES, GATEWAY
TRANSITIONAL HOUSING, TALENT, OREGON**

At your request, Applied Geotechnical Engineering and Geologic Consulting LLC (AGEGC) is pleased to submit this proposal for geotechnical construction engineering services for the proposed Gateway Transitional Housing in Talent, Oregon. The main intent of our work is to provide summary documentation of contractor activities and suitability of work at the job site. We will not be responsible for on-site safety of the contractor's personnel.

As you are aware, AGE GC completed the geotechnical investigation for this project. The site has significant fill and expansive soils that are unsuitable for support of homes and pavement areas. Our work should include evaluation of the depth of overexcavation of unsuitable soils and placement of structural fills. A licensed geotechnical engineer from AGE GC will observe the work and notify you of any work that does not, in our opinion, meet the contract requirements. In addition, the density of the fill will be testing using a density gauge. Each day AGE GC is one site will also be documented with dated digital photographs of the site including the contractor's work. At the completion of work, AGE GC will provide a summary letter documenting the work and the suitability of the fill for support of housing and pavements.

The majority of the work will be completed by Robin Warren, a licensed geotechnical engineer in the State of Oregon. Robin Warren is a licensed civil engineer, geotechnical engineer, and geologist with over 35 years experience. He has provided construction engineering services for over 2,000 projects. A certified technician will complete the field density testing.

Fee: The fee for the above work will be computed on a time and material basis (based on a principal engineer rate at \$150/hr and a field technician time at \$100/hr). We estimate total costs for our work will be less than \$3,000.

We look forward to being of service to you on this project and appreciate the opportunity to submit this proposal.

Sincerely,
Applied Geotechnical Engineering and Geologic Consulting, LLC



Robin L. Warren, P.E., G.E., R.G.
Principal

GENERAL CONDITIONS OF THE PROPOSAL

Applied Geotechnical Engineering (AGEGC)
1314-B Center Drive #452
Medford, OR 97501

Client/Owner: Urban Renewal Agency, Talent
Project: Transitional Housing
Proposal Dated: May 13, 2021

PROFESSIONAL SERVICES

AGEGC will perform all engineering services under the direction of a Registered Professional Engineer using the degree of skill and care consistent with current local practice. AGE GC will maintain reports as the confidential property of the Client/Owner. AGE GC will distribute reports as directed by the Client/Owner. The Client/Owner acknowledges that reports produced by AGE GC are instruments of professional service and should not be subject to unauthorized reuse or distribution. Fees for services by AGE GC's professional, technical and clerical personnel will be charged in accordance with the attached proposal.

SOIL SAMPLES

All samples will be discarded thirty (30) days after submission of our report, unless you advise otherwise. Further storage or transfer of samples can be made at Client's/Owner's expense upon written request.

INSURANCE

AGEGC shall maintain, through the contract period, insurance to protect AGE GC from claims made by employees of AGE GC under the applicable Worker's Compensation Act's and from claims for bodily injury, death or property damage as may arise from the performance of these services, AGE GC insurance will cover only AGE GC. The insurance carried by AGE GC is not intended to limit the responsibilities for operations by any investigation subcontractor or construction contractor. AGE GC also has coverage under public liability and property damage insurance policies which we deem to be adequate. Certificates for all such policies of insurance shall be provided to the Client/Owner upon request in writing. Within the limits and conditions of such insurance, we agree to indemnify and save Client/Owner harmless from and against any loss, damage, or liability arising from any negligent acts by us, our agents, staff, and any consultants employed by us. We shall not be responsible for any loss, damage, or liability beyond the amounts, limits, and conditions of such insurance. We shall not be responsible for any loss, damage, or liability arising from any acts by Client/Owner, its agents, staff, and other consultants employed by it.

BILLING

Fees and other charges will be billed at the completion of the geotechnical report and the amount of the invoice shall be due within 30 days of receipt. A service charge of 1½% per month will be charged on all accounts not paid within 60 days. All expenses incurred for liening or collection of any delinquent amount, including, but not limited to, reasonable attorney fees, witness fees, charges at current billing rates for time spent by AGE GC personnel, document duplication, and court costs, shall be paid to AGE GC in addition to the delinquent amount.

STANDARD OF CARE

Service performed by AGE GC under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

Client/Owner recognizes that subsurface conditions may vary from those encountered at the location where borings, test pits, surveys, or explorations made by AGE GC and that the data, interpretations and recommendations of AGE GC are based solely on the information available to us. AGE GC will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

TERMINATION

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, we shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension of work for more than three (3) months prior to completion of all reports contemplated by this Agreement, we may complete such analyses and records as are necessary to complete our files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of completing such analyses, records and reports.

PROTECTION FROM THIRD-PARTY SUITS

Should AGE GC be named as a third-party defendant in any litigation brought against the Client/Owner or contractors, the Client/Owner agrees to provide counsel for AGE GC's defense or to reimburse the reasonable costs thereof.

SCOPE OF AGREEMENT

The agreement between the two parties, i.e., AGE GC and the Client/Owner, consists of the specific items of work outlined in the attached proposal and general conditions outlined in this document.

LIMITATION OF LIABILITY

The Client/Owner agrees to limit our liability to the Client/Owner and all construction contractors and subcontractors on the project arising from our professional acts, errors, or omissions, such that our total aggregate liability to all those named shall not exceed \$20,000 or our total fee for the services rendered on this project, whichever is greater. The Client/Owner further agrees to require of the contractor and their subcontractors an identical limitation of our liability for damages suffered by the contractor or the subcontractor arising from our professional acts, errors, or omissions. Neither the contractor nor any of their subcontractors assumes any liability for damages to others, which may arise on account of our professional acts, error, or omissions.

Client/Owner: _____ Representative (Print Name) _____

Signature _____ Date _____

Please return one signed copy to AGE GC

TALENT URBAN RENEWAL AGENCY CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into by and between the Talent Urban Renewal Agency, an agency of the State of Oregon, hereinafter called Agency, and Pacific 3D Construction Documentation, hereinafter called Consultant.

WHEREAS, Agency has need for the services of an individual with the specific training, ability, knowledge, and experience possessed by Consultant to complete construction observation on the Gateway site located at southwest quadrant of West Valley View Road and Hwy 99 in Talent, Oregon. The work is for an approved transitional development plan for displaced families in the City of Talent.

The contractor will coordinate with TURA and the general contractor, Pilot Rock Excavation on the installation for the civil engineering design work.

1. Meet with project stakeholders to ensure the scope is understood correctly and meets project requirements.
2. Complete project site walk with team prior to start of work.
3. Notify site contact of daily work plan.
4. Layout scan positions
5. Filming process o
6. Setup cameras and drone o
7. Film from each camera position. O
8. Fly the project site from different angles with the drone o
9. Collect HD photos •
10. Notify site contact of work completion each day

NOW THEREFORE, the parties agree as follows:

- I. Services. Consultant agrees to perform the services set forth in the SCOPE OF WORK (Exhibit A) in this agreement, and any other related services as may be reasonably requested by Agency and agreed to in writing. Work to be completed shall be under the direction of the Executive Director.

- II. Compensation; Billing; Payment. Agency shall pay Consultant an amount not to exceed \$2,500.00 for work performed and completed to Agency's satisfaction in Exhibit A. Any amounts over \$2,500.00 shall be agreed to in writing by the Executive Director.

Payments shall be based on itemized monthly invoices that Consultant shall submit to the Agency on the 30th day of each month of the contract. Upon request, Consultant will provide the Executive Director with supporting documents and records evidencing the progress made on the project to date. Consultant shall not perform, and Agency shall not pay, for any Consultant services which are outside the Scope of Work described in Exhibit A of this Agreement unless Agency provides prior written consent for such work.

Payments. Agency will review Consultant's invoice and, if there are no disputes or disagreement with the invoice, Agency shall pay the invoice amount due within fifteen (15) days of invoice approval.

Expense Reimbursement. Agency shall reimburse Consultant for pre-approved expenses reasonably incurred by Consultant in furtherance of its work under this Agreement. No other reimbursements are contemplated under this Agreement. Consultant shall obtain Agency's written authorization prior to incurring any expenses. No such expense shall be reimbursed unless written authorization has been obtained from Agency. Consultant will provide appropriate documentation and receipts for expenditures when submitting requests for reimbursement.

- III. Independent Contractor. Consultant is an independent contractor for all purposes and is not entitled to any compensation or benefits other than the compensation provided for under this Agreement. While Agency reserves the right to set various work schedules and evaluate the quality of Consultant's completed work, Agency will not control the means and manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the work provided for under this Agreement. Consultant is responsible for all federal and state taxes applicable to any compensation paid to Consultant under this Agreement and will not have any amounts withheld by Agency to cover Consultant's tax obligations.
- IV. Federal Funds. If payment under this Agreement is to be charged against federal funds, Consultant certifies that Consultant is not currently employed by

the federal government and the amount charged does not exceed Consultant's normal charge for the type of service provided.

- V. No Benefits. Consultant will not be eligible for any federal Social Security, unemployment insurance, Public Employees Retirement System benefits, or any insurance-related benefits from payments made pursuant to this Agreement, except as a self-employed individual.
- VI. Compliance with Laws. Consultant shall comply with all federal, state and local laws and ordinances applicable to the work done under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contract Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235.
- VII. No Subcontracts or Assignment. Consultant shall not subcontract, assign or transfer any work scheduled under this Agreement, except as authorized within the Scope of Work, without the prior written consent of the Agency, which may be withheld in the Agency's sole discretion. Notwithstanding Agency approval of a subcontractor, the Consultant shall remain obligated for full performance under this Agreement, and the Agency shall incur no obligation other than its obligations under this Agreement. The Consultant agrees that if subcontractors are employed in the performance of this Agreement, the Consultant and its subcontractors are subject to all requirements of this Agreement and Oregon law.
- VIII. Covenants. Consultant agrees to faithfully and diligently perform the duties required by this Agreement and will not engage in any activity that is or may be contrary to the welfare, interest, or benefit of the Agency.
- IX. Termination. Either party may terminate this Agreement after fourteen (14) days written notice to the other party, with or without cause. The parties may also mutually agree to terminate this Agreement at any time. Upon termination, Consultant shall be entitled to payment in accordance with the terms of this Agreement for any work done pursuant to this Agreement that is completed and accepted before termination, less previous amounts paid and any disputed invoice amounts. Pursuant to this paragraph, Consultant shall submit an itemized invoice for all unreimbursed work done pursuant to this Agreement that is completed before termination, and all Agreement closeout costs actually incurred by Consultant. Agency shall not be liable for any costs invoiced later than thirty (30) days after termination unless Consultant can show good cause beyond its control for the delay.

- X. Indemnification and Standard of Care. Consultant agrees, to the fullest extent permitted by law, to indemnify, defend, and hold Agency harmless from any damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by Consultant's intentional or negligent acts, errors or omissions in the performance of this Agreement by Consultant or her employees, officers or agents. The standard of care applicable to Consultant's work will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services. Consultant will re-perform any services not meeting this standard without additional compensation.
- XI. Agency agrees, to the fullest extent permitted by law, to indemnify, defend, and hold Consultant harmless from any damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by Agency's intentional or negligent acts, errors or omissions in the performance of this Agreement by Agency or its employees, officers or agents.
- XII. Applicable Law. This Agreement shall be construed in accordance with Oregon law.
- XIII. Severability. If any part, term or clause of this Agreement is held by a court or arbitrator to be unenforceable, of no effect, or in conflict with any law, the validity of the remaining provisions and clauses shall not be affected and the rights and obligations of the parties shall be construed and in force as if the contract did not contain the particular part, term or clause held to be unenforceable.
- XIV. Entire Agreement. This Agreement represents the entire agreement between Agency and Consultant. No prior oral or written understanding shall be a force or effect with respect to any matters covered by the Agreement. This Agreement may not be amended except in a writing signed by both parties.
- XV. Notices. Notices required to be given under this Agreement shall be in writing and personally delivered or sent by electronic mail to the parties as below.

CONSULTANT:

By: _____

Ron Rivard Pacific

3D Reality Capture

P3DRealityCapture@gmail.com

541-778-7197

Date: _____

AGENCY:

By: _____

Jon Legarza

Executive Director

jon@talenturbanrenewal.com

Date: _____

May 20, 2021

Project number: 210505

Updated Proposal

TALENT GATEWAY PROJECT: TALENT, OR



Jon Legarza

Executive Director

Urban Renewal Agency of the City of Talent

jon@talenturbanrenewal.com

www.talenturbanrenewal.com

Jon,

Here is the proposal for the documentation of the Talent Gateway project. I am basing this proposal off the information provided. Please review the contents and contact me with any questions.

Pacific 3D Reality Capture is a certified Emerging Small Business (ESB)- Certification No.: 12859

Sincerely,



Ron Rivard

Pacific 3D Reality Capture

P3DRealityCapture@gmail.com

541-778-7197

PROJECT OVERVIEW

Pacific 3D (P3D) Reality Capture will scan and document the scope of work of the Talent Gateway Project in Talent, OR.

PROCESS

- Meet with project stakeholders to ensure the scope is understood correctly and meets project requirements.
- Complete project site walk with team prior to start of work.
- Notify site contact of daily work plan.
- Layout scan positions
- Filming process
 - Setup cameras and drone
 - Film from each camera position.
 - Fly the project site from different angles with the drone
 - Collect HD photos
- Notify site contact of work completion each day.

REQUIREMENTS

P3D Reality Capture requires client to provide the following:

- Access to the project scope and surrounding areas

DELIVERABLES

- Bi-Weekly Construction documentation / monitoring with ground base cameras (6 weeks)
- Drone Documentation: (6 Weeks- Bi-Weekly)
- Bi-Weekly promotional videos showcasing the construction phases of the Talent Gateway project.

SCHEDULE

Fieldwork: Filming and Documentation every other week for 12 Weeks

Deliverables: Promotional Videos every other week for 12 Weeks

SCOPE OF WORK

P3D Reality Capture will film and document the scope of work (defined below) of the Talent Gateway Project in Talent, OR. P3D Reality Capture will utilize ground base filming and drone videography to capture 4k and high-def videography of the construction phases throughout the project. P3D will process and edit all the data in the studio and create a promotional video of the construction work each week throughout the project.



DRONE & FILMING DETAILED SCOPE OF WORK OUTLINED IN RED



Scope of Work Outlined in RED

LETTER OF AGREEMENT: TALENT GATEWAY PROJECT: CONSTRUCTION DOCUMENTATION

Jon Legarza

Executive Director

Urban Renewal Agency of the City of Talent

jon@talenturbanrenewal.com

www.talenturbanrenewal.com

Schedule and Fees:

DATA COLLECTION AND POST-PROCESSING:

Data collection, post processing, data extraction and deliverables

1. Filming and drone documentation of the construction phases- 1 site visit/bi-weekly for 12 weeks, data processing, photography, editing of a promotional video showcasing the construction of the Talent Gateway project.

Schedule:

Field:

1 site visit/bi-weekly for 12 weeks

Office:

3-4 days bi-weekly for 12 weeks (video editing and processing)

Total Cost: \$2,500.00

Client: Print

Client: Signature

Date

Pacific 3D Reality Capture: Print

Pacific 3D Reality Capture: Signature

Date

Upon acceptance please sign and email to p3drealitycapture@gmail.com. Thank you.

SERVICE AGREEMENT

Pacific 3D Reality Capture (hereinafter "P3D") will provide the services described in the attached Letter of Agreement in accordance with the terms and conditions listed below.

1. LASER SCANNING SERVICES

P3D services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work. In the performance of its services, P3D will use the degree of care and skill that can reasonably be expected from other service providers under like circumstances.

2. ADDITIONAL SERVICES

Services not described in the letter agreement are considered additional services. Additional services may be provided if authorized or confirmed in writing by the Client. Additional services shall be charged at P3D's prevailing hourly rates.

| | |
|---------------------|-------|
| Laser scanning crew | \$300 |
| Consulting | \$150 |
| Project management | \$125 |
| CAD/Modeling | \$100 |

3. ADDITIONAL REIMBURSABLE EXPENSES

A.) General: Reimbursable expenses include, but are not limited to the following:

1. Travel time (billed at the individual's hourly rate);
2. Local travel mileage (reimbursed at prevailing IRS rate);
3. Out-of-town travel, including per diem, rental car and plane fare (reimbursed at fifteen percent (15%) above cost)
4. Retained consultants and other outside services (reimbursed at 5 percent (5%).
5. Expenses for reproduction, postage, lodging, meals, etc. (reimbursed at fifteen percent (15%) above cost)
6. Expenses for in-house photography (reimbursed at \$2 per sheet); and
7. Expenses for CAD plots (reimbursed at \$5 per sheet for half size plots and \$20 per sheet for full site plots).

B.) When time for services or travel exceeds regular daily work hours to meet client imposed schedules, the rate will be charged at 1.5 times the hourly rate as outlined in the attached professional fee schedule. Saturday, Sunday or holiday fees will be charged at 2 times the hourly rate as outlined in the attached professional fee schedule.

4. PAYMENTS

A.) P3D requires 20% down payment prior to commencing work. All subsequent invoices will be billed based on percentage completion.

B.) Payments for P3D's services and for reimbursable expenses shall be made monthly. Payments shall be made upon presentation of P3D's statement of services rendered or expenses incurred. Invoice amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of 2% per month. P3D reserves the right to suspend its services if any invoice is not paid within thirty (30) days from the invoice date. P3D shall not be liable for any damages or losses resulting from any such suspension of services.

C.) P3D's statements are to be paid regardless of any related construction or fee arrangements the client may have with others, and regardless of the outcome of any litigation brought by the client or against the client by any other parties where such litigation arises out of the construction of the project which is the subject matter of this agreement.

5. CLIENT'S RESPONSIBILITIES

Client shall provide full information, including a program which shall set forth the Client's objectives, schedule, access, constraints and budget with reasonable contingencies and criteria.

6. USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

Drawings and electronic documents prepared for this project are instruments of P3D's service for use solely with respect to this project, and P3D shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. Client shall be permitted to retain copies, including reproducible copies, of P3D's drawings, and other documents for information and reference in connection with the Client's use and occupancy of the project. P3D's drawings and other documents shall not be used by the Client or others on other projects, for additions to this project or for completion of this project by others, unless P3D is adjudged to be in default under this agreement and except by agreement in writing and with appropriate compensation to P3D.

7. TERMINATION

Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party substantially fail to perform in accordance with the terms of this agreement through no fault of the party initiating the termination. Failure of the client to pay P3D in accordance with this agreement shall be considered substantial nonperformance and cause for termination. In the event of the termination is not the fault of P3D, P3D shall be compensated for services performed prior to termination, together with reimbursable expenses then due and all termination expenses.

8. MEDIATION

A.) Claims, disputes or other matters in question between the parties to this agreement arising out of or relating to this agreement or breach thereof shall be subject to mediation conducted under the auspices of a recognized neutral third-party professional mediation service, in a good faith effort to negotiate a resolution of the dispute, prior to undertaking any legal action. Client and P3D shall select the mediation service, and client and P3D shall equally bear the cost of the mediation service. Client shall cause a similar mediation provision to be contained in the owner- contractor agreement, and further to provide that the contractor cause such mediation provisions to be contained in all agreements between the contractor and any subcontractor. Further, P3D shall cause a mediation provision to be contained in all contracts between the P3D and the consultants to P3D who provide services in connection with the work which is the subject of this agreement.

B.) Arbitration: Any controversy or claim arising out of or related to the contract, or the breach thereof, which shall not be settled by mediation, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof, except controversies or claims relating to aesthetic effect and except any claims that have been waived as a result of final payment. If agreed to by our insurance carrier: client shall cause this arbitration provision to be contained in its contract with the contractor and to require the contractor to have similar arbitration requirements in its subcontracts with those parties performing the work which is the subject of this agreement.

9. ATTORNEY'S FEES

Should any legal proceeding be commenced between the parties to this agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' fees which shall be determined by the court or forum in such proceedings or in a separate action brought for that purpose. For purposes of this provision, "prevailing party" shall include a party which dismisses an action for recovery here under in exchange for payment of the sum allegedly due, performance of covenants allegedly breached or consideration substantially equal to the relief sought in the action or proceeding.

10. INDEMNITY

Client agrees to indemnify and hold harmless P3D and P3D's consultants from any claim, liability, loss, damage, cost and expense, including but not limited to attorney's fees, fines and judgments, by reason of death, bodily injury, injury to property or any other type of damage, cause of action or claim, even if such matter results from alleged or actual negligent act(s) or omission(s), regardless of whether such negligence is active or passive. Client will indemnify P3D and its consultants to the fullest extent permitted by California law. Client shall not be obligated to indemnify P3D or its consultants for its sole negligence or willful misconduct.

11. LIMITATION OF LIABILITY

Client agrees to limit the liability of P3D to any and all persons, firms, or any other legal entity due to any cause of action, arising out of or alleged to arise out of the performance of services by P3D or P3D's consultants under this agreement such that the total aggregate liability of P3D to all persons, firms or legal entities, including, but not limited to client, shall not exceed P3D's fees.

12. SUCCESSORS AND ASSIGNS

Client and P3D, respectively, bind themselves, their partners, successors, assigns and legal representatives of the other party to this agreement, and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this agreement. Neither the client nor P3D shall assign the agreement without the written consent of the other. In the event the client assigns this agreement to another party, P3D shall be compensated for additional fees, expenses and legal costs incurred by P3D as a result of such assignment.

13. THIRD PARTIES

Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or P3D.

14. SEVERABILITY

Each paragraph of this agreement is severable. If for any reason any paragraph of this agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair or affect those portions of the agreement which are valid.

15. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oregon.

| | | |
|--------------|------------------|------|
| Client Print | Client Signature | Date |
|--------------|------------------|------|

| | | |
|-----------------------------------|---------------------------------------|------|
| Pacific 3D Reality Capture: Print | Pacific 3D Reality Capture: Signature | Date |
|-----------------------------------|---------------------------------------|------|

TALENT URBAN RENEWAL AGENCY CONTRACT FOR PROFESSIONAL ART SERVICES

THIS AGREEMENT is entered into by and between the Talent Urban Renewal Agency, an agency of the State of Oregon, hereinafter called Agency, and Talent Maker City(TMC), hereinafter called Consultant.

WHEREAS, Agency has a need for the services of an individual with the specific training, ability, knowledge, and experience possessed by the consultant to create a community-made mural program to be installed at the site of the Gateway Development at the intersection of West Valley View Road and South Pacific Highway.

TMC and Talent Public Art Committee (TPAC) will work together to coordinate and execute the project. The intention of the project is for local students and community designs to be adapted and scaled onto the marine-plywood boards surrounding the Gateway site.

TMC will be responsible for developing, coordinating, and executing Summer youth programming and a series of community-wide events to complete a range from 1 to 38 mural panels on the fence with a date to be determined but around the memorial date of the Alameda fire, September 8th, 2021. TURA proposes hosting the event on the site which could ease the logistics of having the panels installed on the fence but is open to discussing the coordinate further.

The consultant will coordinate the agency with the bi-monthly meetings with TPAC members, Board Member Pare-Miller with development of the necessary outreach to build community project participation. The contractor shall provide a list of materials and supplies for TURA to purchase for the summer programs and community events. Further, the contractor shall provide oversight, instructors, artists and equipment to complete the project.

The budget for this work is as follows:

- Materials and Supplies Allowance of \$1,355
- Instructors/Muralists/Artist \$9,600
- TMC Program Staff and Administrative Services \$17,000
- Equipment & Expendables \$1,800

The Agency shall provide the following services:

1. Coordination on the materials for summer program
2. Coordination on the location, time and the number of panels TBD.
3. Provide assistance on outreach for the community event with advertisement in the Talent News and Review and other media outlet

NOW THEREFORE, the parties agree as follows:

- I. Services. Consultant agrees to perform the services set forth in the SCOPE OF WORK (Exhibit A) in this agreement, and any other related services as may be reasonably requested by the Agency and agreed to in writing. Work to be completed shall be under the direction of the Executive Director. Scope of work includes allowances for time and material which will be coordinated with the owner. Work shall be completed in a period of four months.
- II. Compensation; Billing; Payment. Agency shall pay Consultant an amount not to exceed \$29,755.00 for work performed and completed to Agency's satisfaction in Exhibit A. Any amounts over \$29,755.00 shall be agreed to in writing by the Executive Director.

Consultant shall invoice for 50% (\$14,200) of the total project budget, less Materials and Supplies (up to \$1,355), purchased by Agency, upon execution of this agreement. Payments shall then be based on itemized monthly invoices that Consultant shall submit to the Agency on the 30th day of each month of the contract. Upon request, Consultant will provide the Executive Director with supporting documents and records evidencing the progress made on the project to date. Consultant shall not perform, and Agency shall not pay, for any Consultant services which are outside the Scope of Work described in Exhibit A of this Agreement unless Agency provides prior written consent for such work.

- III. Independent Contractor. Consultant is an independent contractor for all purposes and is not entitled to any compensation or benefits other than the compensation provided for under this Agreement. While Agency reserves the right to set various work schedules and evaluate the quality of Consultant's completed work, Agency will not control the means and manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the work provided for under this Agreement. Consultant is responsible for all federal and state taxes applicable to any

compensation paid to Consultant under this Agreement and will not have any amounts withheld by Agency to cover Consultant's tax obligations.

- IV. Federal Funds. If payment under this Agreement is to be charged against federal funds, Consultant certifies that Consultant is not currently employed by the federal government and the amount charged does not exceed Consultant's normal charge for the type of service provided.
- V. No Benefits. Consultant will not be eligible for any federal Social Security, unemployment insurance, Public Employees Retirement System benefits, or any insurance-related benefits from payments made pursuant to this Agreement, except as a self-employed individual.
- VI. Compliance with Laws. Consultant shall comply with all federal, state and local laws and ordinances applicable to the work done under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contract Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235.
- VII. No Subcontracts or Assignment. Consultant shall not subcontract, assign or transfer any work scheduled under this Agreement, except as authorized within the Scope of Work, without the prior written consent of the Agency, which may be withheld in the Agency's sole discretion. Notwithstanding Agency approval of a subcontractor, the Consultant shall remain obligated for full performance under this Agreement, and the Agency shall incur no obligation other than its obligations under this Agreement. The Consultant agrees that if subcontractors are employed in the performance of this Agreement, the Consultant and its subcontractors are subject to all requirements of this Agreement and Oregon law.
- VIII. Covenants. Consultant agrees to faithfully and diligently perform the duties required by this Agreement and will not engage in any activity that is or may be contrary to the welfare, interest, or benefit of the Agency.
- IX. Termination. Either party may terminate this Agreement after fourteen (14) days written notice to the other party, with or without cause. The parties may also mutually agree to terminate this Agreement at any time. Upon termination, Consultant shall be entitled to payment in accordance with the terms of this Agreement for any work done pursuant to this Agreement that is completed and accepted before termination, less previous amounts paid and any disputed invoice amounts. Pursuant to this paragraph, Consultant shall submit an itemized invoice for all unreimbursed work done pursuant to this Agreement that is

completed before termination, and all Agreement closeout costs actually incurred by Consultant. Agency shall not be liable for any costs invoiced later than thirty (30) days after termination unless the Consultant can show good cause beyond its control for the delay.

- X. Indemnification and Standard of Care. Consultant agrees, to the fullest extent permitted by law, to indemnify, defend, and hold Agency harmless from any damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by Consultant's intentional or negligent acts, errors or omissions in the performance of this Agreement by Consultant or her employees, officers or agents. The standard of care applicable to Consultant's work will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services. Consultant will re-perform any services not meeting this standard without additional compensation.
- XI. Agency agrees, to the fullest extent permitted by law, to indemnify, defend, and hold Consultant harmless from any damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by Agency's intentional or negligent acts, errors or omissions in the performance of this Agreement by Agency or its employees, officers or agents.
- XII. Applicable Law. This Agreement shall be construed in accordance with Oregon law.
- XIII. Severability. If any part, term or clause of this Agreement is held by a court or arbitrator to be unenforceable, of no effect, or in conflict with any law, the validity of the remaining provisions and clauses shall not be affected and the rights and obligations of the parties shall be construed and in force as if the contract did not contain the particular part, term or clause held to be unenforceable.
- XIV. Entire Agreement. This Agreement represents the entire agreement between Agency and Consultant. No prior oral or written understanding shall be a force or effect with respect to any matters covered by the Agreement. This Agreement may not be amended except in a writing signed by both parties.
- XV. Notices. Notices required to be given under this Agreement shall be in writing and personally delivered or sent by electronic mail to the parties as below.

CONSULTANT:

By: _____
Ryan Wilcoxson
Executive Director

Date: _____

AGENCY:

By: _____
Jon Legarza
Executive Director
jon@talenturbanrenewal.com

Date: _____



AGENDA REPORT

Meeting Date: June 1, 2021
Staff Recommendation: None

Primary Staff Contact: Jon Legarza
Estimated Time: 25 minutes

ISSUE BEFORE THE BOARD

Talent Public Art Committee Presentation of Gateway Mural Artwork Submissions

BACKGROUND

Staff of the Agency is excited to share that the Urban Renewal Agency received numerous submissions for the Gateway Mural Art Contest. Tonight, the Board of Directors will receive a presentation on the submissions and next steps forward. This program represents one of the first coordinated efforts between the Urban Renewal Agency and a City of Talent committee. Agency Staff believes that further cooperation with City committees and bodies could benefit the Agency in the long run, while also engaging members of the community in the recovery and rebuilding process. Looking at the number of participants for the mural art competition, it is clear that many members of the Talent community want to be involved in the recovery process, and programs designed under the leadership of the current Board of Directors, City Council, and City Committee leadership are paving the way to a community-first rebuilding effort. Agency staff would like to sincerely thank each and every volunteer who worked on the mural artwork, along with the School District and local businesses for promoting the competition that received numerous submissions.

RECOMMENDATION

None

RELATED POLICIES

None

POTENTIAL MOTIONS

"I move to approve the recommendations of selected artwork by the Public Art Committee from the submissions for the Gateway Mural Artwork Competition, and approve Agency staff to coordinate with Agency partners to transfer the mural artwork onto the Gateway transitional to permanent development Site."

ATTACHMENTS

None



AGENDA REPORT

Meeting Date: June 1, 2021
Staff Recommendation: None

Primary Staff Contact: Jon Legarza
Estimated Time: 10 minutes

ISSUE BEFORE THE BOARD

Gateway Groundbreak Discussion

BACKGROUND

This informational agenda item is included in this meeting agenda for staff to discuss the upcoming Gateway Groundbreaking ceremony. Staff will solicit feedback from Board Members during the Agenda item, and present the status of organizing the Gateway transitional to permanent development Groundbreaking for June 14 at 9:00 am.

RECOMMENDATION

Informational

RELATED POLICIES

None

POTENTIAL MOTIONS

None

ATTACHMENTS

None