



CITY COUNCIL REGULAR SESSION AGENDA
Monday, September 19, 2016 - 6:00 PM
Council Chambers - 169 SW Coast Highway, Newport, Oregon 97365

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired, or for other accommodations for persons with disabilities, should be made at least 48 hours in advance of the meeting to Peggy Hawker, City Recorder at 541.574.0613.

The agenda may be amended during the meeting to add or delete items, change the order of agenda items, or discuss any other business deemed necessary at the time of the meeting.

1. CALL TO ORDER AND ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENT

This is an opportunity for members of the audience to bring to the Council's attention any item not listed on the agenda. Comments will be limited to three (3) minutes per person with a maximum of 15 minutes for all items. Speakers may not yield their time to others

4. PROCLAMATIONS, PRESENTATIONS, AND SPECIAL RECOGNITIONS

Any formal proclamations or recognitions by the Mayor and Council can be placed in this section. Brief presentations to the City Council of five minutes or less are also included in this part of the agenda.

4.A. Oath of Office - Keith Garrett, Police Sergeant

**4.B. Distinguished Service Awards for Brad Purdom, Police Sergeant; Rick Auburn, Police Office; Mitch France, Police Detective.
Certificate of Merit (civilian award) for Chase Smith and Eugene Sanders**

4.C. Proclamation - Fire Prevention Week, Oct. 9-15, 2016

[DOC.pdf](#)

5. CONSENT CALENDAR

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

5.A. Approval of Minutes of September 6, 2016 meeting

[September 6, 2016.docx](#)

6. PUBLIC HEARING

This is an opportunity for members of the audience to provide testimony/comments on the specific issue being considered by the City Council. Comments will be limited to three (3) minutes per person.

6.A. Public Hearing on the Possible Acquisition of Property Located at the on The Southeast Corner of U.S. Highway 101 and Angle Street

[City Manager Report and Recommendation--Purchase of Property on the Corner of 101 and Angle.pdf](#)

6.B. Public Hearing on Resolution No. 3761, a Resolution Providing for a Supplemental Budget, and Making Appropriations/Total Requirement Changes for the Fiscal Year 2016-17

[City Manager Report and Recommendation--Supplemental Budget Resolution No. 3761.pdf](#)

[Staff Report Resolution 3761 City Supplemental Budget -September 19 2016.pdf](#)

[Supplemental Resolution No. 3761 Sept 19, 2016.pdf](#)

[2016-17 Supplemental Budget -Resolution and Legal Notice- Attachment A - Sept 19, 2016.pdf](#)

[FY 2017 Budget & Supplemental Budgets - PDF.pdf](#)

7. CITY MANAGER'S REPORT

All matters requiring approval of the City Council originating from the City Manager and departments will be included in this section. This section will also include any status reports for the City Council's information.

7.A. Authorization of Amendment No. 2 to the Agate Beach Wayside Scenic By-Way Program Project Agreement

[City Manager Report and Recommendations -- Amendment No. 2 -- IGA with ODOT-Agate Beach Wayside.pdf](#)

[Agenda Summary](#)

[Amendment No 2 to Local Agency Agreement](#)

[Project Change Request](#)

[City Match Confirmation Letter](#)

[Amendment No 1 to Local Agency Agreement](#)

7.B. Scheduling the Organizational Meeting for the City Council.

[City Manager Report and Recommendation--Schedule Organization Meeting for Council.pdf](#)

7.C. Report on the Compliant Regarding the Sewer Line at 607 SW Woods Street in Newport

[City Manager Report and Recommendation--Report on Sandra Ringo Sewer Line.pdf](#)

8. LOCAL CONTRACT REVIEW BOARD

8.A. Award of a Contract for the Newport PAC Lobby and Bathroom Remodel Project.

[City Manager Report and Recommendation-Newport PAC Remodel -- Award Bid -- Quade Cons..pdf](#)

[PAC Remodel Award 9-19-16.docx](#)

[Confirmed Bid Tab.pdf](#)

8.B. Authorization of Change Order No. 5 with Pavilion Construction for the Newport Aquatic Center Project

[City Manager Report and Recommendation--Approval of Change Order No. 5-Pavilion Const., Aquatic Center Project.pdf](#)

[Staff Report Aquatic Center CO 5 9-19-16.docx](#)

[Newport Aquatic Change Order 05.pdf](#)

[PCO Attachments 9-19-16.pdf](#)

[Owner Schedule 07082016.pdf](#)

8.C. Contract Award for Storm Sewer Rehabilitation between NE 8th Street and the North Side Lift Station, west of US Highway 101

[City Manager Report and Recommendation -- Contract Award of the 2016 CIPP Sewer Repairs.pdf](#)

[CIPP Award 9-19-16.docx](#)

[Confirmed Bid Tab.pdf](#)
[Project Drawings \(Sheets C1 and C2\).pdf](#)
[Summary of Modified Award.pdf](#)

9. REPORT FROM MAYOR AND COUNCIL

This section of the agenda is where the Mayor and Council can report any activities or discuss issues of concern.

10. PUBLIC COMMENT

This is an additional opportunity for members of the audience to provide public comment. Comments will be limited to five (5) minutes per person with a maximum of 15 minutes for all items. Speakers may not yield their time to others.

11. ADJOURNMENT



**PROCLAMATION NATIONAL FIRE PREVENTION WEEK OCTOBER 9
THROUGH OCTOBER 15**

WHEREAS, the City of Newport, Oregon is committed to ensuring the safety and security of all those living in and visiting our city; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, the nonprofit National Fire Protection Association (NFPA) has documented through its research that roughly half of home fire deaths result from fires reported between 11 p.m. and 7 a.m., when most people are asleep; and

WHEREAS, having a working smoke alarm cuts the chances of dying in a reported fire in half; and

WHEREAS, Newport's firefighters are dedicated to reducing the occurrence of home fires and home fire injuries and deaths through prevention and protection education; and

WHEREAS, residents who have a working smoke alarm are more likely to be woken up early enough to escape and will therefore be more likely to survive a fire: and

WHEREAS, the key message of this year's Fire Prevention Week campaign, October 9 through 15, is to install smoke alarms in every bedroom, outside each separate sleeping area, and on every level of your home, including the basement.

NOW, THEREFORE, I Sandra Roumagoux, Mayor of the City of Newport, Oregon, do hereby proclaim October 9 through the 15, 2016 as National Fire Prevention week, and I urge all the people of Newport to test their smoke alarms and install additional alarms as needed during Fire Prevention Week 2016.

Dated this 9 day of October, 2016.

By _____

Sandra Roumagoux, Mayor

September 6, 2016
6:00 P.M.
Newport, Oregon

CITY COUNCIL MEETING

ROLL CALL

The Newport City Council met on the above date in the Council Chambers of the Newport City Hall. On roll call, Roumagoux, Engler, Allen, Sawyer, and Swanson were present. Busby was excused.

Staff in attendance was: Spencer Nebel, City Manager; Cindy Breves, Executive Assistant; Steve Rich, City Attorney; Derrick Tokos, Community Development Director; Tim Gross, Public Works Director; Jason Malloy, Police Lieutenant; Brent Gainer, Police Sergeant; Rob Murphy, Fire Chief; Chris Rampley, Fire Engineer; Lance Vanderbeck, Airport Operations and Administration Manager; and Mark Miranda, Police Chief.

PLEDGE OF ALLEGIANCE

Council, staff, and the audience participated in the Pledge of Allegiance.

PUBLIC COMMENT

Sandra Ringo addressed Council regarding her property at 607 SW Woods Street. She stated that her sewer was out of service for eight months, and that the city refused to provide sewer service. She noted that in December of 2015, work had been scheduled and easements were in place to repair a sewer line. She added that the Public Works Department stopped work stating that this was a new sewer line and not a repair. She expressed frustration with the situation and requested reimbursement for her financial losses. She stated that her losses for house rental fees are estimated at \$15,000, and there are additional expenses for which she is requesting reimbursement. Nebel reported that there is a claims process, and that he will prepare a report for Council on this matter in the next few weeks.

Terry Obtshka addressed Council regarding the beach advisory this weekend. He stated that high levels of bacteria in the water and on the beach is a long-standing problem. He acknowledged that the city has made efforts to remedy the problem and that he wants Council's reassurance that the city will continue to work on this serious public health concern. He requested that daily samples be taken during the summer months.

Allen stated that he sent Nebel a copy of this advisory and noted that this had also been publicized on a Portland television station. Nebel reported that he would give an update on the advisory at this meeting.

PROCLAMATIONS, PRESENTATIONS, AND SPECIAL RECOGNITIONS

Oath of Office - James Folmar, Police Officer. Malloy introduced Folmar and his family. Breves administered the oath of office. Lori Folmar pinned Folmar's badge.

Oath of Office - Bradley Purdom, Police Sergeant. Malloy introduced Purdom and his family. Breves administered the oath of office. Lyle Mattson pinned Purdom's badge.

CONSENT CALENDAR

The consent calendar consisted of the following items:

- A. Approval of the August 15, 2016 regular session minutes;
- B. Approval of the August 15, 2016 work session minutes;
- C. Approval of the August 15, 2016 executive session minutes;
- D. Confirmation of Mayor's appointment of John Burgund to the Public Arts Committee for a term expiring December 31, 2018;
- E. OLCC application - JJ Ho for a full On-Premises Sales License at 715 SW Hurbert Street.

MOTION was made by Allen, seconded by Swanson, to approve the consent calendar with the changes to the minutes as noted by Allen and Nebel. The motion carried unanimously in a voice vote.

PUBLIC HEARINGS

Public Hearing and Possible Adoption of Ordinance No. 2103, an Ordinance Amending the Newport Comprehensive Plan, Zoning Maps, and Approving Proposed Revisions to the Phase I, Wilder Plan Development. Nebel reported that Oregon State University, on behalf of property owner, Landwaves, Inc., submitted an application to amend the Newport Comprehensive Plan Map, the Newport Zoning Map, and Phase 1, Wilder Plan Development. He stated that this issue was reviewed by the Planning Commission, at its July 25, 2016 meeting, at which time a public hearing was held. He noted that following the public hearing and considering the comments made, the Planning Commission unanimously recommended that Council consider approval of these land use issues. He added that the land use changes affect land on both sides of Harborton Street, located below the single family housing neighborhood and the OCCC campus in the Wilder Subdivision. He noted that the changes will also convert existing R-3 property to R-2 to keep the residential unit count consistent with the original plan. He stated that the multi-family property being converted to R-2 is located on the east side of Harborton Street closer to the OCCC campus. He added that these changes will facilitate OSU's plan to construct 130 student housing apartments to support its expanding Newport operations at the Hatfield Marine Science Center, and enable a 12-unit multi-family project to be built by Samaritan House on the north side of Harborton Street across from the proposed OSU housing development.

Nebel reported that although the mix of housing types in Phase 1, Wilder Plan development, is being adjusted to include additional multi-family units for Phases 4 (OSU) and 6 (Samaritan House), there will be an off-setting reduction in the number of permitted single-family units so that the maximum number of dwellings for Phase 1 will remain at 345.

Nebel reported that the housing being developed by OSU will accommodate students participating at the marine studies campus, which is to be built on the HMSC campus in South Beach. He stated that Samaritan House is proposing to build 12 units of permanent affordable housing on the property across from OSU, and that this housing would be designated for families that successfully complete the requirements for living in Samaritan House. He noted that finding affordable housing for families who have successfully graduated from Samaritan House has been a challenge for Samaritan House. He added that renderings of this proposed housing were provided. He noted that it is important to remember that land use decisions are not focused on the specific tenants or owners of the property, but the larger issues of whether multi-family housing, commercial use, or other broad categories of use are appropriate for the land being reviewed.

Nebel reported that this action is a bit different from normal, in that the Planning Commission typically has authority to act on a planned development without Council approval. He stated that in this case, since there is an amendment to the Comprehensive Plan Map and the Zoning Map which requires Council approval, the entire package is being dealt with through one ordinance amendment which requires Council review and approval. He added that this is a quasi-judicial proceeding, and that Council needs to follow a very specific protocol, including disclosures of any conflicts of interest, bias, ex-parte contacts, or site visits prior to deliberating the issue. He noted that persons in attendance at the meeting can express an objection to any of the Council members hearing this application as well. He stated that the quasi-judicial proceeding process was outlined in the packet.

Rich reviewed Council responsibilities for disclosure in this matter.

Roumagoux opened the public hearing to consider a proposal by OSU, on behalf of the owner Landwaves, Inc., to amend the Newport Comprehensive Plan Map, Newport Zoning Map, and Phase 1 Wilder Planned Development. She reported that the proposal will allow construction of 130 student housing apartments to support the expanding operations at the HMSC. She added that the proposal also includes a 12-unit multi-family project for Samaritan House, and several smaller amendments to the Phase 1 development standards.

Roumagoux called for declarations of conflicts of interest, bias, ex-parte contact, or site visits.

Allen stated that he has no financial interest in this project, and has not made a site visit recently. He noted that the issue of bias can take a lot of forms, and he has supported and approved the Marine Studies Initiative, along with Council, and the Eco-Northwest report that included some of the housing related issues. He added that this application is dealing either directly or indirectly with a couple of those issues. He noted that he has already supported the two items which are directly or indirectly related to this item. He stated that he suspects that this item will further those previous approvals. He added that he is going to work really hard as a Council member in being objective and focusing on the information in front of him knowing that he has given previous approval on a couple of related items.

Roumagoux disclosed ex-parte contacts and perhaps bias based on the same argument that Allen has stated because she has also signed her name to letters of support. Rich stated that Roumagoux would need to articulate the substance of what that bias would be. Roumagoux stated that the bias would be in favor of the project written in the form of a letter not on this particular housing but in favor. Rich asked with whom she had ex-parte contact, and Roumagoux stated that she guessed she did not have ex-parte contact other than the regular contact with people in the community.

Saelens disclosed the same as Allen based on previous Council approvals for items related to this application. He stated he is confident that this is a separate next step. He disclosed that he currently does not have a financial conflict, but as many know he runs a mobile wood milling business. He added that this business is a guest of Bonnie Serkin and Will Emery on their 89th Street property. He noted that he does not currently have any vision or plan, or even understanding of what this particular project might produce in trees. He stated that there could be a potential conflict, but it was not something he had thought of before tonight. He added that he does not believe that it has any bearing on whether he would choose to support, or not support, moving forward with this issue.

Sawyer echoed what Allen and Saelens stated about the previous bias. He stated that he does not have any financial or ex-parte contact issues with this, other than the fact that Council has ruled previously on this development. He added that he believes this is a new step, and he would be fair in listening to everyone prior to making a decision.

Allen stated that the previous decisions were not part of a quasi-judicial proceedings, so sometimes a bias is okay. He added that people expect Council to have a bias when making decisions, but when it comes to a quasi-judicial proceeding, which this is, bias actually has some legal ramifications. He noted that this is why there has to be more clarity in declaring a bias, or potential bias, if there is one during this type of proceeding.

Swanson disclosed that she did take a Leadership Lincoln Class with Lola Jones and was very impressed with her.

Sawyer disclosed that he did meet with Lola Jones prior to this meeting to talk about the Samaritan House project. He stated that the focus of that conversation was on the financial aspect of the project, and that there was no discussion regarding the zoning changes.

Allen stated that this item deals with affordable housing and Council has had many discussions regarding affordable housing. He added that Lola Jones is a Board Member of the Lincoln Community Land Trust. He noted that whatever bias he might have related to the Lincoln Community Land Trust, and some of the associated issues will not influence him tonight with respect to Samaritan House being a component of tonight's discussion and potential decision.

Rich commented that the key is to be fair and impartial regarding this application. He added that everyone comes to the table with experiences and bias, but if you can be fair and impartial then you should hear the matter; if you cannot, then you should not hear the matter.

Roumagoux asked if anyone in the audience objected to any Council members hearing this application. There were no objections. Roumagoux reported that the applicable substantive criteria upon which the application will be decided are found in the "Administration of the Plan" element of the Comprehensive Plan (pages 285-292) and Chapters 13.05, 14.35 and 14.36 of the Newport Municipal Code. She noted that these criteria are addressed in the draft ordinance and findings of fact included with the staff report and will be read and summarized by staff during the presentation. She stated that all testimony, arguments, and evidence presented must be directed toward these criteria or other criteria in the Newport Comprehensive Plan or Newport Municipal Code which the speaker believes to apply to the decision.

Roumagoux reported that the failure of anyone to raise an issue accompanied by statements or evidence sufficient to afford the Council and the parties an opportunity to respond to the issue will preclude appeal to the Land Use Board of Appeals (LUBA) based on that issue.

Roumagoux reported that an issue which may be the basis for an appeal to LUBA shall be raised not later than the close of the record or following this evidentiary hearing. She stated that such issues shall be raised and accompanied by statements or evidence sufficient to afford the city decision makers and the parties an adequate opportunity to respond to each issue.

Roumagoux reported that the failure of the applicant to raise constitutional or other issues relating to proposed conditions of approval with sufficient specificity to allow the city to respond to the issue precludes an action for damages in circuit court.

Roumagoux reported that Council may, at the request of a participant or on its own accord, continue the hearing to a date certain to provide an opportunity for persons to present and rebut new evidence, arguments or testimony related to the approval criteria.

Roumagoux stated that staff and the applicant will be allocated up to 15 minutes each for presentations. She noted that the applicant will also receive up to five minutes for final rebuttal, and that all others wishing to testify will be given three minutes each.

Roumagoux stated that the order of the testimony is as follows: Staff Report; Applicant and Others in Favor; Persons Opposed; Applicant's Rebuttal; and Further Questions from Council.

Tokos reviewed materials provided in the Council packet. He stated that Council was provided a copy of the staff report and site plan materials more than seven days in advance of the hearing. He stated that the approval criteria on which the application will be decided are found in the "Administration of the Plan" element of the Comprehensive Plan (pages 285-292). He noted that there is an error on page six of the findings. He added that it reads (287-289), when it should read (285-292). He stated that if Council chooses to adopt this item tonight, that it should be adopted with the amendment. He reported that it requires that there be a public need for the change in community attitudes or priorities, demonstrated conflict with another plan goal or policy that has a higher priority, or a change in a statute or statewide agency plan or applicable statewide planning goal, so there has to be a compelling reason to amend the comprehensive planning map. He added that he believes that is the case. Tokos reported that in 2014, when the city took a hard look at the housing element of the Comprehensive Plan, the expansion of the HMSC campus on our radar at that time. He added that in 2014 some work was performed that called for the city to work with Wilder and other parties in the community to find a way to accommodate student housing, so that as part of the expansion the community would not be faced with having to absorb a large number of students in what is already a limited housing supply. He stated that through that process, OSU has learned a lot about Newport's housing situation. He added that this was a catalyst for their planning work on the housing side and attempting to line that up with their campus expansion plans. He noted that this would ensure that they were being a good neighbor as they moved their expansion plans forward, and were accommodating the additional housing demand. He added that the Wilder development plan is in close proximity to the HMSC campus; it has land that is readily developable; and the land is above the tsunami inundation area. He stated that what OSU is proposing to do is amend the comprehensive plan map to shift some of their density, and increase the high density proportion as compared to the low density residential proportion of land in the plan development. He noted that this will allow more high density residential at the northwest corner of the phase I Wilder development. He added that this plan eliminates some higher density land in and around the village center but it does not totally offset the high density in the current plan.

Tokos reported that the second action before Council is a change to the zoning map. He stated that this would involve a public necessity or promotes the general welfare. He added that the same factors come into play as with the first item. He stated that on this item, there would be a change to the three zoning areas, but it is important to note that the overall number of units is not being increased.

Tokos reported that there are also comprehensive goals and policies in place to work on increasing the amount of government assisted housing, and getting it in place near transportation corridors. He stated that these changes would meet those goals and policies.

Tokos reported that zoning map criteria can be found in Chapter 14.35 of the Newport Municipal Code. He stated that the findings for preliminary and final development plans are found in Chapter 14.35 of the Newport Municipal Code along with the standards for subdivision plats which are under Chapter 13.05. He added that plan developments are a deviation from what are called Euclidean development standards which are: if you meet certain setbacks; you meet a certain maximum building height you can do whatever you want in terms of that little box. He noted that what a plan development does is allows a property owner to go with smaller lots in certain areas; come up with alternative street

sections; preserve some open space; put in trail connections; or other things of that nature. He added that a plan development looks for genuine offsets if you are going to cluster your development. He noted that in many cases what that means is that you have open space parks or trails, which is what you have here if you look at the plans. He stated that this development reserves quite a bit of the area. He added that the steeper drainage areas, for example, where they are running trail systems that interlink the community is the kind of thing that a development envisions and that is what is in place here. He noted that the array of findings that speak to those different tradeoffs seek to ensure that the plan development is happening in a manner that is harmonious to the area, and these different policy objectives are achieved as part of the overall package.

Tokos reported that there are a number of conditions of approval that were included in the proposal. He stated that for plan development purposes, there have been a number of amendments to the Wilder Plan Development, and that this amendment would not eliminate prior conditions imposed by the Planning Commission. He noted that there are some trail improvements that OSU would need to make that would happen concurrently with the development of the property. He added that there are some trail improvements that would happen with another residential phase when that subdivision occurs. He stated that there is a sidewalk that the Samaritan House project would need to put in place. He added that the rules for accessory dwelling units were changed because they had been allowed previously in phase 4 when that was envisioned to be a single-family residential development. He noted that it is now proposed as a 130-unit student housing project. He added that accessory dwelling units are no longer a concept for phase 4, so they have been removed. He stated that Conditions 5 and 6 speak to a utility easement to be put in place as the phases are platted and that the utility extensions meet the Public Works Department requirements. He noted that there are no major changes that would necessitate significant design deviation at this point but there may still be some minor pieces that need to be adjusted here and there. He added that the applicant has a phase approach to getting the different plats in place and that is addressed in this as well.

Allen clarified that when Tokos is talking about the Comprehensive Plan changes there have to be certain conditions in place to allow the Council to do that. Tokos said that is correct. Allen asked if findings need to be made for each of those projects as a stand-alone project or in combination with one another. Tokos clarified that each project has its own individual findings and rationale for the changes to the Comprehensive Plan.

Elizabeth Decker spoke on behalf of Landwaves, OSU, Samaritan House, and Oksenholt Construction, in support of the ordinance. She stated that the proposed amendments to the Wilder Planned Development include provisions to facilitate development of 130 units of student housing for OSU, a 12-unit multi-family housing project for Samaritan House, and a minor lot division near the village center that is part of the plan development, but is not included in the Comprehensive Plan or Zoning Map amendment. She stated that we are in agreement with all the findings in the staff report and thanked staff, the Planning Commission, and all numbers of the city for working with us to get to this point. She noted that we are here tonight looking for a position recommendation on the Comprehensive Plan and Zoning change and we believe that these amendment changes meet all the relevant criteria. She added that one of the main benefits of siting these projects in Wilder is that not only do they provide the type of public benefit and general welfare concerns that Tokos addressed but the Council also gets additional reassurances by doing this as part of the Wilder Plan Development. She stated that the development has an overall cap of 345 total housing units, as well as some other limitations on traffic generation and utility needs. She added that even though there is a net increase in the high density

residential Comprehensive Plan designation, there are no net impacts to the city that would result from approving these changes. She noted that there are some additional benefits through Wilder that you get a more comprehensive approach. She stated that we have addressed issues such as visual compatibility, design compatibility, and functional compatibility of transportation within the site, as well as how it connects to other uses, particularly the HMSC because this is such an ideal location. She added that traffic needs can be met through Harborton and internal roadways within the development. She stated that the utility needs for water, sewer, and stormwater have already been planned for the entire development to support this level of housing development. She noted that the project engineer is in attendance if there are any specific questions and that she would be happy to answer any land use development questions the Council may have.

Bonnie Serkin, with Landwaves, spoke in support of the ordinance. She reported that the Wilder Planned Development has truly become the planned community that Landwaves had envisioned. She stated that this development was built on the principals of sustainability and what we call attainability so that people who actually live and work in Newport can be living in Wilder. She added that it has been important to them from the beginning to have a mix of residential options, and the opportunity that we have now to host OSU students, as well as Samaritan House, just expands the variety of housing that we can offer. She stated that she believes that the proposal in front of Council tonight is actually a more successful approach to accommodate density in our development. She noted that one of the unique aspects of Wilder is that because, as developers and owners, we are in it for the long run. She added that they have a great relationship with the OSU and Samaritan House management teams, and if any issues that arise, we are there to try to resolve them.

Bob Cowen, Director of the Hatfield Marine Science Center, spoke in support of the ordinance. He reported that the HMSC's planned expansion of its current program has made it necessary to expand current student housing options, and more importantly, to move this housing out of the tsunami inundation zone. He stated that it is critical that to have good quality housing for students to enable them to have a very successful program. He added that this will allow the students to focus on their studies and research. He noted that it is very important for Cowen to be able to build a community for the students. He stated that the parking aspect is very important by being off street, and in close proximity to HMSC. He added that he anticipates there will not be a lot of car movement as students will be able to walk, ride bikes, and perhaps a bus or shuttle services will also facilitate that.

Sawyer clarified with Cowen that they are planning 11 apartment buildings for 130 students, but noted they have talked about a total of 500 students. Cowen confirmed that the 11 buildings are sufficient to cover all the student housing needs.

Lola Jones, Executive Director of Samaritan House, spoke in support of the ordinance. She reported that Samaritan House has been educating, sheltering, and guiding homeless families with children toward independent living since 1988 in various forms and locations. She stated that they have been in their current facility on Bay Street since 2003, after undertaking a million-dollar renovation of the former Tides Motel property. She noted that Samaritan House has experience in managing low income housing. She added that this is not an additional homeless shelter or even transitional housing, but additional units added to the inventory of affordable low income housing units in Lincoln County. She noted that clients that have formally experienced homelessness will be selected to live in these units.

Allen asked Jones if families would pay rent, and Jones explained that tenants will sign a lease, and be allowed to live in the unit as long as they wish provided they uphold the agreement for residence. Allen asked whether Samaritan House is strictly a non-profit, and Jones noted that it is. Allen commented that one of the conclusions that the Council has to

reach to approve the project is that under the ordinance the housing element of the Comprehensive Plan also calls for the city to collaborate with its partners on the provision of Policy II Government Assisted Housing and locate high density development along transportation corridors. Allen asked whether there is any government assistance provided to this program, and Jones responded regarding the housing subsidies that she spoke about earlier, estimating that at least half of the residents would have those types of subsidies. Allen asked Tokos about his interpretation of the language under Policy II Government Assisted Housing, and whether Samaritan House falls under that interpretation. Tokos confirmed that this was his understanding.

Swanson asked about the possible build dates. Jones stated January 2017 is the initial award date, with leasing taking place on or before July 1, 2019.

Engler asked who would be in charge of maintaining landscaping. Jones reported that Samaritan House would be responsible for maintaining landscaping.

Allen asked about the layout for the Samaritan House project, and whether it would be similar to townhouses with separate entrances for each family. Jones responded that the concept they are looking at right now is duplexes with 12 units total in six two story duplexes.

Roumagoux asked if there was any other speaker in favor of this item. There was none.

Roumagoux asked if there was anyone who wished to speak in opposition to this item. There was none.

Engler asked about who would be responsible for the maintenance of the parks in this project. Serkin reported that the city currently owns and maintains the parks in Wilder.

Engler asked Nebel about the maintenance of the parks in the development. Nebel explained that there are no new parks in the development; only a trail. Engler expressed concern over filling in of wetlands. She stated that anytime you can save a wetland, it is important. Engler expressed concern about traffic on the Yaquina Bridge. She stated that she would like to work with OSU and the city to see if alternates can be developed.

Saelens commented about how well Newport is doing in recovering from the great recession as compared to other coastal cities.

Saelens asked Tokos about wetland rules for developers, and whether there are any mitigation requirements for this project. Tokos stated that it is regulated by the state and the developer may have to go through the process depending on the size of the wetland in phase 4. He added that in phase 6, they are working to preserve the wetlands by developing around them, and making them a feature of the development.

Sawyer reiterated Engler's concerns regarding the bridge. ODOT will be having a meeting here on the 15 of September to talk about plans for the future of the bridge.

MOTION was made by Allen, seconded by Saelens, to read Ordinance No. 2103, an ordinance that amends the Newport Comprehensive Plan and Zoning Maps and approves proposed revisions to Phase 1, Wilder Planned Development, by title only and place for passage.

Breves read the title of Ordinance No. 2103. Those voting aye on the adoption of Ordinance No. 2103 were Saelens, Swanson, Sawyer, Engler, Roumagoux, and Allen.

Public Hearing and Adoption of Ordinance No. 2102, an Ordinance Reducing the Number of Members of the Wayfinding Committee. Nebel reported that at the August 15, 2016 Council meeting, the Council heard a report from Linda Neigebauer regarding the challenges the Wayfinding Committee has had in obtaining a quorum. He stated that the Committee has also had difficulty in recruiting members to fill vacancies. He added that at the last meeting, it was suggested that by downsizing the Committee, the Committee would only require three members to obtain a quorum.

Roumagoux opened the public hearing on Ordinance No. 2102. She called for public comment. There was none, and the hearing was closed.

MOTION was made by Sawyer, seconded by Saelens, to read Ordinance No. 2102, an ordinance reducing the number of members of the Wayfinding Committee from seven members to five members, by title only, and place for final passage.

Breves read the title of Ordinance No. 2102. Those voting aye on the adoption of Ordinance No. 2102 were Saelens, Swanson, Sawyer, Engler, Roumagoux, and Allen.

COMMUNICATIONS

From the Lincoln Community Land Trust - Establishing a Work Plan to evaluate City of Newport Participation in the Final Year of the Memorandum of Understanding. Nebel reported that at the August 15, 2016 Council meeting, Council requested a work plan from the LCLT to specifically identify work items that would be completed by the LCLT in the next few months. He stated that Council will be reviewing performance based on this work plan, prior to making a decision on whether to continue funding in accordance with the MOU for the third and final year of this agreement. He added that the packet contains a work plan that outlines the specific efforts that would be undertaken between now and the end of the calendar year, with a report being provided to Council in January of 2017.

Nebel reported that the LCLT anticipates making a general request to Council for use of city property for affordable housing. He stated that this request would be made to Council before the LCLT proceeds with any specific proposals for the use of the site. He added that this would come to Council as a formal request from the LCLT at a future meeting. He reported that Site 7 is a 0.52-acre parcel located on NE 10th Street between Benton and Eads Streets, and located at the southeast corner of NW High Street and 8th Street next to the skate park.

Engler stated that she has not seen results that would indicate that Proud Ground is the right partner for the city. She added that the city does not have housing, a viable plan, and there is a history of community fiasco caused by poor planning. She noted that any city investment in housing should be part of an overall strategy, and that it is illogical to even think about committing another \$30,000 to the narrow housing model Proud Ground proposes. She stated that prolonging this relationship is putting the cart before the horse and throwing good money after bad. She added that for those reasons, and because the Council needs to show fiduciary responsibility in all matters including this one, she will not be supporting moving this, and prefers that the city focus on more viable models such as the Samaritan House proposal and others that have been discussed in workforce housing meetings over the last year.

Allen indicated that he, Engler, and Busby had concerns regarding the continued relationship with the LCLT, and that is why we ended up in a three-three tie vote. He added that he wanted to come up with an alternative motion to at least acknowledge that it is a relationship that needs more work, especially with respect to the LCLT and Proud Ground being more specific with what they are planning on doing with the money the city is providing them. He stated that it is important to at least give the LCLT one more opportunity with the additional \$30,000 in funding which has still not been determined for the final fiscal year. He added that what we have before us tonight is a work plan to start on the development of a long term plan. He stated that by approving this motion tonight, he is in no way making a decision as to approval of the final year's funding in January; but that approving this motion tonight is to just give Proud Ground and the LCLT additional time to provide a plan so that we can make a final decision on funding in January.

Saelens reported that in terms of our fiduciary responsibility, this item has been on the

agenda numerous times. He stated that he believes that with the compromised motion that Allen drafted last time, and adding the idea of a work plan specific to the agreement would work. He expressed concern over anyone doing work and then not being paid for that work. He suggested that a work session would be good to discuss the work plan specifics.

Sawyer agreed that the Council is not going to talk about the \$30,000 tonight, and that the city usually pays for contracts in advance. He stated that he would like to see Council discuss, possibly in a work session, sites seven and site ten, adding that this is the first time any location has been identified. He added that he would like a tour of these properties.

Nebel reported that reviewing those sites is a separate discussion with Council from the work plan. He stated that if the work plan is approved, he would anticipate a specific request from the LCLT to Council to look at those specific locations.

Engler noted that any proposed sites would be looked at by the visioning group being possibly formed tonight as well.

MOTION was made by Allen, and seconded by Saelens, that the work plan as outlined by Diane Linn, on behalf of the Lincoln Community Land Trust, dated August 25, 2016, be accepted, with a decision whether to fund the third and final year of the memorandum of understanding, following receipt of a comprehensive report and meeting with the Lincoln Community Land Trust in January of 2017. The motion carried in a voice vote with Engler and Roumagoux voting no.

CITY MANAGER'S REPORT

Use of Funding for Beautification Efforts in the City of Newport Nebel reported that in the 2016/2017 Fiscal Year budget, Council appropriated \$50,000 for contractual services for restoring and maintaining publicly landscaped areas in the city. He stated that this would include public facilities, rights-of-way, parks, and other city-owned properties. He added that staff has been developing a city tree plan which would address trees planted in the rights-of-way, as well as on city-owned facilities, parks and other properties, and provide guidance for private property owners. He stated that these efforts have been identified as a Council goal.

Nebel reported that he has met with a group, including Engler, Joanne Barton, and Veronica Willemin to explore the best way to move forward with the use of these funds. He stated that he intends, subject to any direction from Council, to move forward with the following steps: (1) Review existing resources used by the city for various mowing/landscaping activities for city facilities, including work that is currently done by staff, volunteers, or by contractual services for facilities, parks, and any rights-of-way; (2) Create a small administrative work group to identify specific areas and prioritize those areas for improvement, utilizing the contracted funds. He added that this work group would include a number of citizens, a representative from the Chamber of Commerce beautification committee, and a member of the parks maintenance staff. He stated that the focus of this group would be to improve existing landscaped areas, as the first priority; (3) Use a portion of these funds to contract with an individual or firm, with sufficient expertise to provide some support to the working group and develop a plan and scope of work for the landscaping projects that are prioritized by the working group. He stated that this contract would provide expertise in reviewing existing plants, and to determine what appropriate and sustainable plants should be maintained or planted; (4) Select a qualified landscaping/maintenance company to perform the work identified in this process. He noted that the contract for the landscape maintenance would be overseen by parks maintenance staff.

Nebel reported that in addition to discussing the strategies for addressing landscaped areas on public properties, staff has had a number of meetings regarding the development of a "tree plan" for the city. He stated that a "tree plan" is one of the requirements to maintain the Tree City USA status. He noted that the "tree plan" can describe the species and types of trees that can be planted in various areas in the rights-of-way, parks, and public properties. He added that the "tree plan" could be a guide utilized in reviewing landscape requirements for private developments in the city, and provide information to the public wanting to plant trees on private property.

Nebel reported that Section 2.05.040 of the Municipal Code charges the Parks and Recreation Committee with creating a Tree Subcommittee to develop a "tree plan" listing acceptable species for planting, and identifying species for specific locations for planting in rights-of-way based on things such as overhead utilities, clear vision, and the appropriate types of trees that will grow upright, and not block sidewalks and streets when planted in the area between the curb and sidewalk of streets. He added that staff is collecting data to develop a draft "tree plan" for review by the Parks and Recreation Committee.

Nebel reported that Poulsbo, Washington contracts with a part-time arborist to address tree issues in that community with an annual expenditure that is typically between \$4,000 and \$7,000. He stated that the arborist assists city staff on tree issues on public properties, creates a tree preservation plan and inventories, or other projects as requested from city staff, performs tree risk assessments on public properties, and other related tasks. He noted that this is an option to consider in Newport relating to trees that are on public property and/or in city rights-of-way. He stated that he intends to utilize the Parks and Recreation Committee, and Tree Subcommittee as a basis to review these plans and any future recommendations.

Nebel reported that Veronica Willemin commented on how poor the landscaping looks around the city. He stated that she would like to see the city not be in a crisis mode with regard to the maintenance of landscape owned by the city.

Saelens stated that the Parks and Recreation Committee serves as the Tree City USA Advisory Board. Engler clarified with Saelens that there is a Tree City subcommittee. Saelens shared that the Parks and Recreation Committee is trying to get more done through subcommittees.

Engler reported that Kristian Ramstad of State Forestry will help the city however she can.

Sawyer suggested engaging Greg Card in a conversation, adding that Willemin has spoken with him.

Allen asked whether there was a specific part of town that of concern, and Willemin stated that it is a whole city issue.

Council concurred with Nebel's plan.

Possible Adoption of Amendment No. 1 to an Intergovernmental Agreement between the City of Newport and Port of Newport Regarding Participation in the Bayfront Parking System Improvements. Nebel reported that the City of Newport and the Port of Newport entered into an intergovernmental agreement on October 6, 2011 to coordinate the management of parking on the Bayfront, and to contribute funding for future improvements to the parking district in the amount of \$6,000 a year. He stated that the city is currently conducting a parking study to identify longer term plans for proceeding with parking improvements, and as a result, the various districts have been extended until the new plans are put into place. He added that it is appropriate to extend the agreement with the Port for that same purpose.

Nebel reported that he Port reviewed that agreement and requested additional information from Tokos which was subsequently provided. He stated that following a review

of that information, the Port unanimously approved Amendment No. 1 which extends the agreement to June 30, 2018.

MOTION was made by Engler, and seconded by Swanson, to adopt Amendment No. 1 to the Intergovernmental Agreement between the City of Newport and Port of Newport related to the Bayfront Parking District and Authorize the City Manager to execute the agreement as presented. The motion carried unanimously in a voice vote.

Approval of a Memorandum of Understanding between the City of Newport, the Newport Urban Renewal Agency, and Landwaves for Acquisition of SE 50th Street and SE 62nd Street Rights-of-Way. Nebel report that on August 15, 2016, Council held a work session to review a draft of a memorandum of understanding for proceeding with the acquisition of right-of-way from Landwaves for the future development of SE 50th Street and the extension of SE 62nd Street. He stated that it is the city's intent to address the current portion of 50th Street that is developed and located on an easement converting that to a formal right-of-way as part of this process.

Nebel reported that the memorandum of understanding provides a framework to proceed with the acquisition of these rights-of-way. He stated that it addresses an encroachment for the airport navigational aid, which was inadvertently constructed on Landwaves property a number of years ago. He added that while this navigational aid is owned by the FAA, the city was, and continues to be, responsible for providing the property to allow the FAA to build the navigational aids. He noted that the agreement provides for the conversion of the SE 50th Street easement to an 80-foot wide public road right-of-way without any monetary compensation for this conversion to Landwaves. He stated that for the future alignment of SE 50th Street and SE 62nd Street, the city will work with Landwaves to review existing wetlands delineation reports to identify the location for the right-of-way, and that once this property is identified, it will be appraised with a value for acquisition determined at that time, and the city will pay the appraised value for this property. He added that the memorandum of understanding also provides that the city will provide an easement for a future industrial park sign along Highway 101. He noted that the MOU provides that the city shall proceed to obtain a proper easement for the airport navigational ray that is currently located on Landwaves property, and paying the appraised value for a perpetual easement for this equipment. He noted that Landwaves has requested language indicating that the city will stabilize the hillside above the right-of-way on the westerly boundary of the Wastewater Treatment Plant to the extent a slide area requiring stabilization exists. He added that it is the intent of the MOU that the rights-of-way easements be in place by June 30, 2017.

Nebel reported that this work is consistent with the Newport Transportation System Plan, which identified these two streets as critical elements of the city's overall transportation system, with the South Beach Urban Renewal Plan including funding for the acquisition of road rights-of way associated with street projects identified in the plan. He stated that there have been several modifications to the draft MOU since the August 15 work session which are based on discussions with Council and comments from Landwaves, and incorporated into the MOU that is included in the packet.

MOTION was made by Sawyer, and seconded by Saelens, for the City of Newport to enter into a non-binding Memorandum of Understanding with Landwaves, Inc., for acquisition of the SE 50th Street and SE 62nd Street rights-of-way, and authorize the Mayor to execute the agreement on behalf of the City Council. The motion carried unanimously in a voice vote.

Authorization of an Agreement with the Federal Aviation Administration for the Purchase of Land at the Airport. Nebel reported that the city has been working with the FAA regarding the acquisition of three parcels of property that are located in the Runway 34 Protection Zone at the south end of the airport. He stated that these parcels include a 19.99-acre parcel, a 5.03-acre parcel, and a 25.03-acre parcel, and that the federal government will pay 90% of the acquisition costs, with the maximum application to the FAA being \$400,000 for this project. He added that the city has appropriated the local match in the current year budget for this acquisition.

MOTION was made by Sawyer, and seconded by Swanson, to approve a grant agreement with the US Department of Transportation Federal Aviation Administration to acquire Runway 34 Protection Zone land, with the FAA paying 90% of the allowable cost for this acquisition, up to a maximum obligation of \$400,000, with the City being responsible for 10% of the eligible costs; and authorize the City Manager to execute the grant agreement on behalf of the City of Newport. The motion carried unanimously in a voice vote.

Consideration and Possible Adoption of Resolution No. 3762 - A Resolution Requesting Funding from U.S. Department of the Interior Bureau of Reclamation for a WaterSMART Water Grant. Nebel reported that the city has been awarded a WaterSMART water grant in the amount of \$300,000 for the city's automatic meter reading project. He stated that the city submitted two grant applications for this process: one with a request for \$300,000 in grant funds, and the second one requesting \$829,500 in grant funds. He noted that the program will convert all the city's water meters over to an automated reading system, which will eliminate the need to go to each property to obtain a meter reading from that property.

Nebel reported that the city has been proceeding with a meter replacement program with approximately \$250,000 being invested in the automated meters to date. He stated that the full system will include having the meters installed throughout the city, and having the receiver stations placed at strategic locations to obtain the data from the automated meter system. He noted that once this system is in place, the city will have the ability to read meters remotely which will facilitate final meter readings when people are moving in or out of properties, and help detect water leaks when an unusual amount of water is running through a meter. He added that this will help reduce the water usage and wastewater treatment requirements over time. He stated that the system can be set up to allow homeowners to review their water usage remotely through an interactive website.

Nebel reported that the primary concern with receiving the smaller grant is that the US Department of Interior is requiring that the city complete the entire project utilizing local funds for the balance of this project if the city accepts the grant. He stated that in reviewing this issue with Gross and Murzynsky, it appears that the city can fund this project to satisfy this requirement, which would involve the current fiscal year, and the next two fiscal years to complete this project.

Nebel reported that it is staff's opinion that the remaining funding to complete this project needed in the 2017/2018 and 2018/2019 Fiscal Years of \$466,000 can be funded from the existing water rates (\$233,000/year). He stated that another option would be to include it in the next bond issue for the next phase of projects, which is based on the bonding scenario that was outlined by the Infrastructure Task Force. He noted that he believes the city has an opportunity to get part of this system paid for with federal funds, and this type of metering is the direction that many communities have gone. He added that he thinks there is much value in the city doing the same. He stated that the other option would be for Council not to accept the grant funds, which would allow this project to be implemented over a longer period of

time. He added that this work is consistent with the goals established by the City Council to pursue utilization of a radio read water meter system.

Nebel reported that Chase Park Grants is pursuing potential funding to help offset a portion of the local match from other sources. He stated that he believes that it is important that the city make the decision to go ahead with the project understanding that the city may have to bear the expense of the balance of the cost of this project.

Swanson asked Gross if the meters would be read at a central location or by a mobile device as readers drive by. Gross responded that at first it would be a mobile hand held unit driving by, but by the end of the project, the meters would be read at a central location and consumers would be able to look up their water usage online at any time when the project is fully completed.

Allen asked about the unappropriated bonding resources. He indicated that using this funding for the WaterSMART program would limit funding for other water projects that bond money could be used for. He asked for clarification on the next two fiscal years projected allocations. He asked is the idea to use pay as you go, and Nebel stated that the bond issue has not been funded yet, but that this would be an appropriate expense. Gross explained the system was projected to pay for itself in three to five years with cost savings.

MOTION was made by Swanson, and seconded by Engler, to adopt Resolution No. 3732, a resolution requesting funding from the Department of the Interior Bureau of Reclamation for a WaterSMART water grant in the amount of \$300,000, with the city being responsible for the costs to complete this system, estimated at \$1.5 million dollars. The motion carried unanimously in a voice vote.

Consideration and Possible Adoption of Resolution No. 3760 Creating a Vision 2040 Advisory Committee. Nebel reported that at the July 18 meeting, Council authorized city staff to negotiate and execute an agreement with HDR to assist the greater Newport area in developing a community vision to help guide future planning for the city. He stated that staff has met with HDR and initiated the contract to proceed with this work. He added that one of the first tasks will be creating the Vision 2040 Advisory Committee.

Nebel reported that Council created a group to determine whether proceeding with a community vision at this time was appropriate, and if so what the scope of that vision should be. He stated that Council then requested the group develop a formal RFP and serve as the screening committee for potential consultants to assist with that process. He added that in July, they recommended that Council contract with HDR to facilitate this process, which concluded the assignment of the visioning work group. He noted that at that time, we did not want to create a body that would be involved in guiding the visioning process until the consultant was hired. He stated that we wanted to make sure that the governance structure going forward would be compatible with the approach by the consultant working to facilitate the visioning process.

Nebel reported that staff met with HDR to discuss the "governance process" that would be best to facilitate the visioning process, and that HDR was very complimentary toward the structure that utilized to select the consultant, and recommended a few adjustments in membership for an advisory committee to guide the city and consultant through this process over the next nine months. He added that the packet contains a resolution outlining the proposed membership for the advisory committee. He recommended that Council extend an invitation to those individuals who represented any of the same sectors earlier in the visioning work group to see if they are interested in continuing on over the next nine months to facilitate the development of the community vision. He stated that we will then approach those organizations who are unrepresented and recruit someone from those groups. He

added that the advisory committee expands the number of citizens at large from two to four. He noted that staff will advertise for those citizen positions to supplement this group. He added that it is anticipated that the first community outreach sessions will begin in November.

Nebel reported that in addition to the advisory committee, we will establish an Administrative Committee to facilitate issues between advisory committee meetings, and this committee will include the Chair of the Advisory Committee, Peggy Hawker, Derrick Tokos, and me. He stated that if one of the Council representatives is interesting in participating on this group they would be welcome. He noted that this will be a group that can be pulled together quickly to deal with additional issues through the course of the visioning process.

Nebel reported that visioning will be an exciting process for the community and it will be very important to get a broad base of community involvement in order to develop a vision that represents the aspirations of all sections of the community for the long term future of the greater Newport area.

Saelens clarified Swanson, Engler, and Roumagoux (alternate) are serving on the committee.

MOTION was made by Swanson, and seconded by Engler, adoption of Resolution No. 3760, a resolution establishing a Vision 2040 Advisory Committee. The motion carried unanimously in a voice vote.

Report on Possible Acquisition of Property Located on the Northeast Corner of US Highway 101 and Angle Street. Nebel reported that the city has been evaluating possible acquisition of property surrounding the City Hall campus to address parking considerations and further expansion needs. He stated that as part of this effort, the city entered into negotiations with the owner of property located on the northeast corner of Angle Street and Highway 101, across Angle Street from City Hall.

Nebel reported that the city looked at expanding parking on the south lawn of City Hall (between City Hall and Angle Street) to accommodate the additional parking demand for the Aquatic Center Project. He stated that this area would require substantial grading and the cost would be substantial in developing the spaces, including addressing access to City Hall. He added that during the last year, the city initiated discussions with the owners of the former Salvation Army site to develop leased parking on this lot to meet the needs of the City Hall campus, which would include the new Aquatic Center. He added that staff was recently contacted by the owners, who have indicated that they would be interested in moving forward with the sale of the property to the city for \$1,100,000. He noted that Council has reviewed this offer in executive session, and suggested that we provide an opportunity for public comment on this possible purchase prior to making a decision to go forward with this purchase. He stated that he has shared this process with the sellers of the property and they indicated they are comfortable going forward with these public discussions.

Nebel reported that there are a number of advantages to the city for acquiring this property. He stated that parking can be accommodated at a much cheaper construction cost at this site, with a greatly expanded number of parking spaces from what could be accomplished on the south side of City Hall. He added that this site can meet other parking needs in the area as well. He noted that acquisition may create an opportunity to have an open space that can be used for other community events, such as the Farmer's Market. He stated that this would need to be coordinated with other activities occurring on the City Hall campus to ensure adequate parking for the events that may be occurring in this area. He noted that in the long term, the city would have the opportunity to reconfigure Angle Street and this property to meet the future needs of the public. He added that the purchase would

be financed with a short-term loan that would be paid back through the sale of other city property.

Nebel reported that he thinks this is a great opportunity for the city to acquire a strategic piece of property that will both meet immediate needs, and will be available to address future needs for the city.

Nebel recommended scheduling a time to allow for public comment on this possible acquisition, and then considering any comments made, followed by a decision on whether we wish to acquire this property.

Allen asked whether a decision would be requested at the September 19 Council meeting, and Nebel noted that a decision does not have to be made on September 19, but Council could make a decision at that meeting if they wished.

MOTION was made by Sawyer, and seconded by Saelens, to schedule a public hearing for the September 19, 2016, City Council meeting on the possible acquisition of the southeast corner of Angle and US Highway 101 by the City of Newport. The motion carried unanimously in a voice vote.

Request for an Administrative Hold on Rocky Creek Storage Water Application Nebel reported that in December 2014, Council authorized a water rights application to be submitted to the Oregon Water Resource Department for the storage of municipal water at Rocky Creek located immediately north of Cape Foulweather. He stated that this action was taken to replace an application that was made in 1989 by both the City of Newport and the City of Lincoln City. He added that Lincoln City opted not to go forward with a joint application with the City of Newport in 2014.

Nebel reported that on July 5 2016, the city received a proposed final order from the Oregon Water Resource Department recommending that a draft permit be issued. He stated that a comment period was established that ran until August 19, 2016, and a protest to the final order was submitted by Water Watch and two letters were received by the department from the Stewards of Rocky Creek and the Mid-Coast Water Shed Council requesting that the application be placed on hold for the duration of the Place Based Planning effort.

Nebel recommended that the city formally request an administrative hold on the application of Rocky Creek to the Oregon Water Resources Department to allow the Place Based Planning process to get underway. He stated that this will show the city's good faith effort in the Place Based Planning Pilot project to evaluate all of the water resources on a collaborative basis to determine what regional solutions may be available on a collective basis to address the regions long term water needs as well as environmental needs relating to the diversion of water.

Allen clarified the mutually agreed upon language., adding that the Water Resource Department is the partner that would agree to the extension.

MOTION was made by Allen, and seconded by Engler, authorizing the City Manager to request an administrative hold from the Oregon Water Resource Department in consideration of the Rocky Creek Storage Water Right Application R-88041 for a six-month period to accommodate the Place Based Planning Regional Water Resources Planning process that is currently being initiated. The motion carried unanimously in a voice vote.

Report on Beach Advisory. Gross reported there are two separate organizations that do beach monitoring. He stated that Surfrider Foundation does monitoring on the outfall of pipes from the storm drain system on our beach and other beaches, and the State of Oregon does the beach monitoring program. He added that the State of Oregon issues an advisory if the beach gets a high bacteria reading in the ocean water itself. Gross stated that he does not

know why the levels were so high nor what the sources were. He added that rainfall increases the bacteria levels. He stated that two-thirds of the city's watershed goes out at the Nye Beach outfall. He noted that it will never be completely solved, however, the city will need to continue to track down and solve issues as they are discovered.

Marletta Noe asked about the sewer at NW 6th Street and Hurbert Street. She indicated that she was told that they are collapsing. Gross clarified they are stormwater pipes that are scheduled to be replaced.

LOCAL CONTRACT REVIEW BOARD

The City Council, acting as the Local Contract Review Board, met at 8:45 P.M.

Approval of Amendment No. 2 to Task Order No. 14 with Brown & Caldwell, Inc. for Construction Engineering Services for the Big Creek Pump Station Project. Nebel reported that the Big Creek Pump Station Project is the second phase of a multi-phase project to replace the Big Creek pump station, 48th Street pump station, Schooner Creek pump station and associated force mains and gravity sewer, all of which comprised what is referred to as the Agate Beach Wastewater System. He stated that the bid for this project was awarded to James W. Fowler, Inc., and the project is expected to be completed later this fall.

Nebel reported that Brown & Caldwell, Inc. has been retained to handle the engineering services related to the construction phase of the Big Creek pump station. He stated that during the construction process, there have been a number of changes to the project that have required additional engineering services, which is more than was anticipated at the beginning of the work. He added that the amount of time that the project has taken has been longer than what was originally anticipated requiring additional engineering services throughout this process, and there have been a number of items that have had to be redesigned to address conditions in the field, including the lowering the profile of the roof structure to address concerns of the Agate Beach Best Western Hotel. He stated that Amendment No. 2 increases the engineering expenses by \$64,288 to a total contract value of \$711,580.

MOTION was made by Engler, and seconded by Swanson, to approve Amendment No. 2 to Task Order No. 14 with Brown and Caldwell in the amount of \$64,288 for the Big Creek Pump Station Project, and authorize the City Manager to execute the task order amendment on behalf of the City of Newport. The motion carried unanimously in a voice vote.

Authorization of a Notice of Intent to Award for Agate Beach Stairway Improvement Project. Nebel reported that on August 30, 2016, bids were open for a project that will include installing wood stairs from the western end of Agate Way down to the beach. He stated that this alignment will follow the current unimproved footpath. He added that this project was originally set up to be part of a larger project that included the wayside improvements, construction of a wayside restroom/shower facility, construction of street improvements including the reconstruction of Gilbert Way making it into a two-way street, and the construction of stairways from the wayside to Agate Beach. He noted that due to funding difficulties, this project was broken-up into three segments. He stated that ODOT completed the street and wayside work as part of a state project utilizing grant funds that were applied for by the city along with ODOT funds to complete this work. He added that the remaining two projects included the construction of the stairway down to the beach and the construction a restroom/shower facility at the wayside, and that these two projects are being constructed as city projects utilizing the city's share of funding that was originally slated for the entire

project. He noted that this allows these facilities to be constructed outside the federal requirements that significantly increased the cost of these improvements.

Nebel reported that the low bidder for the stairway project is Oregon Woods Inc. of Eugene, Oregon in the amount of \$78,200. He stated that this falls under the engineer's estimate and is within the budget remaining for this project.

Saelens asked Gross about the seeding cost in the bids. Gross reported that the seeding cost can vary with different construction companies because it is based on how cleanly they do their work. He added that if they do not excavate a lot, there is not a need for a lot of seeding.

MOTION was made by Swanson, and seconded by Saelens, to authorize a Notice of Intent to Award the Agate Beach stairway project to Oregon Woods, Inc. of Eugene, Oregon in the amount of \$78,200, and contingent upon no protest, direct the City Manager to execute the contract after 7 days on behalf of the City of Newport. The motion carried unanimously in a voice vote.

RETURN TO CITY COUNCIL MEETING

The Local Contract Review Board meeting adjourned at 8:50 P.M., and Council returned to its regular meeting.

REPORT FROM MAYOR AND COUNCIL

Allen reported that it was great to have a newsletter in the water bill. He stated that he would like a newsletter included in the water bill with an update on the use of water bond funding and water rate monies. He pointed out that this was one of the Infrastructure Task Force goals. Nebel stated that a water quality report does currently go out in the water bill, but agreed it is something to consider.

Sawyer stated he would like to see Allen's newsletter idea expanded to an update about all city departments. Nebel noted that it needs to be sustainable.

Engler asked Gross if the city is responsible for the landscaping at the Post Office. Gross replied that it is not the city's responsibility. Engler asked Gross about the restrictions on the development on Sam Moore Parkway, and it was noted that the issue is being researched by staff.

Engler reported that she believes water contamination on the beach and graffiti really affect the city's tourist business, and that Room Tax dollars should be used to improve those. Gross stated that staff is exploring a new pressure gun to remove graffiti.

Engler reported that Tokos had given the Bike and Pedestrian Committee information on the State Parks improvements that are going to be done. Nebel stated that Tokos was able to add the concept of a holiday celebration at the Yaquina Bay State Park.

Engler asked whether vacation rental information could be accessed online due to the fact that currently contacting staff is the only way to access this information. Tokos stated that this has not been done, but could be looked into.

Swanson reported that she attended the Destination Newport Committee meeting. She stated that she was very impressed with the professionalism and knowledge exhibited by the Committee. She added that the Committee works hard to balance the use of print media, social media, and television.

Swanson reported that she attended the Emergency Management Committee meeting. She noted that the motel fire was reviewed; the EOC Coordinator hiring process; and the October 18, 2016 tsunami drill. She added that the city has renewed its Tsunami

Ready/Storm Ready status with the National Weather Service.

Saelens reported that the Parks and Recreation Committee had a great meeting and the Wayfinding Committee met because they had a quorum.

Sawyer reported that he attended, with Tokos, to score a company that was going to do some planning work for the city. He stated that he attended the Cascade West Transportation Committee meeting regarding the sidewalk project on Highway 101 starting at Walmart. He added that the ribbon cutting for Highway 20 will be October 1, 2016 between 1:00 P.M. and 5:00 P.M.

Sawyer reported that a hearing regarding the Yaquina Bay Bridge will be held on September 15, 2016, from 5:00 - 7:00 P.M., at the Embarcadero.

PUBLIC COMMENT

Marletta Noe commented that vacation rentals should have a sign in the window that gives the manager's contact information.

ADJOURNMENT

Having no further business, the meeting adjourned at 9:10 P.M.

Cindy Breves, Executive Assistant

Sandra N. Roumagoux, Mayor

CITY MANAGER REPORT AND RECOMMENDATIONS



Meeting Date: September 19, 2016

Agenda Item:

Public Hearing on the Possible Acquisition of Property Located at the on The Southeast Corner of U.S. Highway 101 and Angle Street

Background:

The City of Newport has for some time been evaluating various options regarding available property around the perimeter of the City Hall/60+ Center/Recreation Center buildings. As properties have become available, the city has evaluated the value of potentially adding that property to the City Hall campus. Two years ago the city explored the possible acquisition of the property located to the south of City Hall across Angle Street. This property consists of six 5000 square foot lots and previously contained an obsolete commercial building that formerly housed the Salvation Army, a residential structure on 9th Street, parking, and some open space on the site. The property is owned by John Becker and John Wiles. An appraisal was completed on the value of the property prior to the obsolete structures being removed. The city had made an offer to the developer based on a combination of the appraised value before building demolition and the added value from providing a clean site for redevelopment of \$1.1 million. The city and the property owners were not able to come to mutually agreeable terms for a purchase the property at that time.

As part of the pool project, the city had intended to create additional parking spaces by developing the south lawn of City Hall for the addition of 26 spaces there. As an alternative the city had discussions about the possibility of developing leased parking spaces on the vacant lot across Angle Street, South of City Hall. A parking layout was developed and a general discussions ensued about a possible lease of those sites to the City. It was our opinion that the parking could be accommodated much more economically on the property across Angle Street, South City Hall. In the past two months the property owners have approached the city and indicated that they are now in a better situation to sell the property outright for the amount previously negotiated at \$1.1 million. This was brought to the City Council in executive session for review and the Council instructed staff to schedule a public hearing on the possible acquisition of this property so that Council would have the benefit of public comments prior to making a decision about whether to move forward with the possible purchase of the property.

The most immediate uses of this property would be the development of public parking that would also provide open space for special events which could include activities such as the Farmers Market. The one issue that would need to be worked out is a parking plan in

the event that multiple events would be occurring at the same time on and around the City Hall campus for any special events.

In the long-term, this property could provide space for the expansion of city facilities, reconfiguration of streets, roadways, and parking, or portions of this property could be sold for future development. With the Urban Renewal District being established, there may be other opportunities to maximize the value of the property to the City of Newport.

From a financial standpoint, the city would obtain a short-term (three year) loan to acquire this property. This loan would be done in anticipation of the city selling certain parcels of property and applying the proceeds from the sale of those properties to retire the debt. The loan would be secured by the pledge of current vacant city properties of a value sufficient to cover the loan amount. In my opinion this is a unique opportunity for the city to acquire property that will facilitate the long-term planning and development of the City Center and create additional parking and multiuse space in this portion of Newport. I think that is important that the City Council consider acting on this acquisition if the Council desires to meet the short and long term development opportunities this site would bring to the City of Newport.

Recommended Action:

I recommend the Mayor conduct a public hearing on the possible acquisition of the Southeast corner of U.S. Highway 101 and Angle Street which include lots 4, 5, 6, 7, 8, and 9, block 51, Case and Bayley's second addition to Newport located in the City of Newport.

After considering any public comments, I recommend the City Council consider the following motion:

I move the City Council direct city staff to finalize a purchase agreement for the acquisition of lots 4, 5, 6, 7, 8, and 9, block 51, Case and Bayley's Second Addition to Newport from sellers John Becker and John Wiles, Tenants in Common, for an amount of \$1.1 million and proceed with arrangements to secure financing for the purchase of this real property. (Note: Final Purchase Agreement and loan package would be presented for Council consideration at a future meeting of Council)

Fiscal Effects:

As outline in the report.

Alternatives:

Do not proceed with the purchase of this property at this time or as suggested by the City Council.

Respectfully Submitted,



Spencer R. Nebel

CITY MANAGER REPORT AND RECOMMENDATIONS



Meeting Date: September 19, 2016

Agenda Item:

Public Hearing on Resolution No. 3761, a Resolution Providing for a Supplemental Budget, and Making Appropriations/Total Requirement Changes for the Fiscal Year 2016-17

Background:

There are several issues included in this particular budget adjustment, which include a carryover of funds for the purchase of a by-pass pump and trailer. As you will remember, the City Council in the last fiscal year approved funding to have a portable trailer mounted by-pass pump instead of leasing these units as we have done in the past. Carrying over these funds into the next fiscal year will allow for this purchase to go forward.

In the Public Works Fund, there are two items requiring an adjustment. The first was relating to replacing the 2008 Toyota Tundra. Public Works was originally looking at purchasing a used vehicle; however, with the sale of the Toyota Tundra, through *gov.deals*, \$12,042 of revenues was obtained by delaying the purchase of a utility locator, and by recognizing the unbudgeted revenue from the sale of the Toyota pickup truck, combined with the original appropriation, there is sufficient funds to purchase a new vehicle in the amount of \$24,042 from these appropriation shifts. In addition, a backflow management module was purchased in the previous fiscal year, but the funds had been budgeted in the current fiscal year. The net effect is reducing the expenditures for the 2016-17 Fiscal Year by \$7,200, and reflecting a reduced beginning fund balance, based on the expenditure that fell at the end of the last fiscal year.

Finally, funds were budgeted for three scoreboards in the Parks & Recreation Fund. They were purchased for an amount that was a little over \$2,200 less than the appropriated amount. Parks and Recreation and our Facility crew would like to use \$1,000 of this amount to purchase scaffolding to help install and maintain the scoreboard and other similar items in the Recreation Center. I have supported that purchase, which does not change any of the appropriation levels,

Recommended Action:

I recommend that the Mayor conduct a public hearing on Resolution No. 3761, a resolution providing for a supplemental budget and making appropriations/total requirement changes for the Fiscal Year 2016-17.

I recommend the City Council consider the following motion:

I move for adoption of Resolution No. 3761, with Attachment A, a resolution adopting a supplemental budget for the Fiscal Year 2016-17, and making appropriation increases and changes for Fiscal Year 2016-17.

Fiscal Effects:

As described within the attached report.

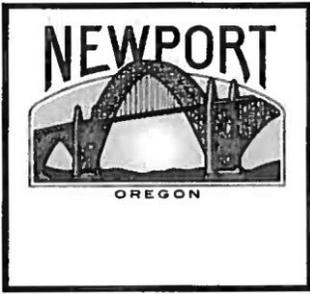
Alternatives:

None recommended

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "S. R. Nebel", written in a cursive style.

Spencer R. Nebel



Issue/Agenda Title: Resolution No. 3761 providing for a supplemental budget and making appropriation/total requirement changes for the Fiscal Year 2016-2017.

Prepared By: Mike Murzynsky

Proposed Motion: I move to adopt Resolution No. 3761 with Attachment "A", a resolution adopting a supplemental budget for fiscal year 2016-17 and making appropriation increases and changes for fiscal year 2016-17.

Background information:

We have begun operations in the 2016-17 Fiscal Year (FY) and have encountered changes for the operating budgets as follows:

The Wastewater Fund requires the following adjustment:

- The Public Works department has recently discovered that they did not order the correct bypass pump and trailer, they had intended to purchase these items in the 2015-16 FY with monies left over from the purchase of a front-end loader. Thus these monies are available within their carry forward for the 2016-17 FY. However, Finance is still in the process of auditing the financials and are recommending that the purchase be covered by budgeted contingency.

The Public Works fund is recognizing a \$4,842 adjustment due to two items:

1. The IT department purchased and installed the Backflow Management Module in the 2015-16 FY, the module was scheduled to be purchased in the 2016-17 FY. Thus we are correcting the 2016-17 FY Budget by reducing the beginning fund balance and related software expenditures.
2. Public Works is in need of a new pickup to replace a 2008 Toyota Tundra. The budget (\$7,000) they started the year was not sufficient to replace the vehicle. However, they were able to sell the Toyota for \$12,042 and will delayed a purchase of a Utility Locator in the amount of \$5,000 and combine these to purchase the replace. The new number, \$24,042, will cover the cost of the replacement.

Finally, the Parks and Recreation fund - Sports Program has a minor budget note. Within the Capital Outlay of the Sports Program they were schedule to purchase 3 scoreboards for \$10,661 however they were able to secure them for \$8,425 for a net savings of \$2,236. The have asked for permission to use \$1,000 to purchase scaffolding to help install the scoreboards and that purchase was approved by the City Manager.

Staff recommends the adoption of the supplemental budget and making appropriation and transfer of funds changes in the funds as detailed on Attachment "A" to Resolution No.3761.

ORS 294.471 allows for a governing body to approve a supplemental budget. ORS 294.471(a) permits a local government to make a supplemental budget where there is “an occurrence or condition that is not ascertained when preparing the original budget or a previous supplemental budget for the current year or current budget period and that requires a change in financial planning.” ORS 294.473 provides the procedures for those instances where the supplemental budget changes the estimated expenditure by ten percent or greater. The required notices have been published.

Also included, Attachment B, is a listing which shows the original budget noted as \$75,382,000 and then individual adjustment columns shown for each Council budget adjustment. The final column is a cumulative total of \$75,386,842 which leads to City budget increasing by \$4,842 for these adjustments.

Fiscal Notes:

The funds included in this supplemental budget are the only ones requiring an adjustment. The individual fund information is noted on Attachment A - Summary for Resolution 3761 and Attachment B notes the total City budget.

Alternatives: None

Attachments:

Resolution 3761

Attachment A - Summary for resolution 3761

Attachment B - Original budget with subsequent adjustments

CITY OF NEWPORT

RESOLUTION NO. 3761

A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET ADJUSTMENT FOR FISCAL YEAR 2016-17, MAKING APPROPRIATION/TOTAL REQUIREMENT CHANGES FOR SPECIFIC FUNDS

WHEREAS, the City of Newport's 2016-17 budget requires changes of appropriation for the General Fund, Parks and Recreation Fund, Building Inspection Fund, and Capital Projects - General; due to final year-end projections and have complied with the provisions of ORS 294.

WHEREAS, under the provisions of Oregon Local Budget Law, fund accounts are required to reflect sufficient authorized appropriations consistent with available resources; and

WHEREAS, ORS 294.473 requires a supplemental budget with a public hearing when the estimated expenditures differ by 10 percent or more from the most recent amended budget prior to the supplemental budget, the governing body may adopt the supplemental budget with a public hearing at a regular meeting, and

WHEREAS, the Wastewater Fund requires an adjustment for capital outlay for purchase of a bypass pump and trailer. A Contingency adjustment is recommended and the adjustment is listed on Attachment A; no other adjustments are needed; and

WHEREAS, the Public Works Fund requires an adjustment due to replacement of an Engineering vehicle by delaying the purchase of a Utility Locator and recording the sale of vehicle that is being replaced. The adjustments are listed on Attachment A; no other adjustments are needed; and

THE CITY OF NEWPORT RESOLVES AS FOLLOWS:

- 1) The City of Newport hereby adopts the FY 2016-17 Resolution 3761 set forth above and listed on Attachment A and appropriates the related expenditures.

This resolution will become effective immediately upon passage.

Adopted by the Newport City Council on September 19, 2016.

Sandra N. Roumagoux, Mayor

Attest:

Margaret M. Hawker, City Recorder

CITY OF NEWPORT, OREGON

ATTACHMENT "A" - RESOLUTION NO. 3761 ADOPTING A SUPPLEMENTAL BUDGET,
MAKING APPROPRIATION AND CHANGES FOR FISCAL YEAR 2015-16

Wastewater Fund			
Resource	Amount	Expenditure	Amount
NO additional resources	-	Wastewater Plan - capital outlay	49,000
		Contingency	(49,000)
Revised Total Resources	4,571,077	Revised Total Requirements	4,571,077

Comments: Record the purchase of bypass pump and trailer by increasing capital outlay and reducing contingency.

Public Works Fund			
Resource	Amount	Expenditure	Amount
Beginning fund balance	(7,200)	Public Works Administration - Materials & Services	(7,200)
Miscellaenous Revenues	12,042	Engineering - Capital Outlay	12,042
		Contingency	
Revised Total Resources	1,264,283	Revised Total Requirements	1,264,283

Comments: Delay purchase of Utility Locator, record sale proceeds for Toyota Tundra and increase capital outlay for replacement truck with the delayed purchase and sale proceeds.

Fund	Appropriation Level	Project No.	Adopted Budget # 3753	Resolution #3761	Total Adjusted Budget
602 - Wastewater Fund					
	Beginning Fund Balance		616,977		616,977
	Revenues		3,954,100		3,954,100
Total Revenues:			4,571,077	-	4,571,077
602 - Wastewater Fund					
	Wastewater Plant		1,256,025	49,000	1,305,025
	Wastewater Distribution		639,155		639,155
	Wastewater Non Departmental		1,040,942		1,040,942
	Transfer to General Fund		13,050		13,050
	Transfer to Street Fund		35,000		35,000
	Transfer to Debt Service-Wastewater		529,710		529,710
	Transfer to Debt Service-General		31,337		31,337
	Transfer to Proprietary Capital Projects		405,100		405,100
	Contingency		303,657	(49,000)	254,657
	Reserve for Future Expenditures				-
Total Appropriations:			4,253,976	-	4,253,976
	Unappropriated Ending Fund Balance		317,101		317,101
Total Wastewater Fund			4,571,077	-	4,571,077
WASTEWATER FUND - 602			-	-	-
701 - Public Works Fund					
	Beginning Fund Balance		57,319	(7,200)	50,119
	Revenues		1,202,122	12,042	1,214,164
Total Revenues:			1,259,441	4,842	1,264,283
701 - Public Works Fund					
	Public Works Administration		316,362	(7,200)	309,162
	Engineering		507,937	12,042	519,979
	Fleet Management		95,304		95,303
	Contingency		110,780		110,780

Fund	Appropriation Level	Project No.	Adopted Budget # 3753	Resolution #3761	Total Adjusted Budget
	Reserve for Future Expenditures		162,846		162,846
		Total Appropriations:	1,193,229	4,842	1,198,071
	Unappropriated Ending Fund Balance		66,212		66,212
		Total Public Works Fund	1,259,441	4,842	1,264,283

PUBLIC WORKS FUND - 701 - - -

CITY'S BALANCING AMOUNTS:

TOTAL RESOURCES	75,382,000	4,842	75,386,842
TOTAL APPROPRIATIONS	71,864,138	4,842	71,868,980
TOTAL NON-APPROPRIATED	3,517,862	-	3,517,862
TOTAL DISTRIBUTIONS	75,382,000	4,842	75,386,842

TOTAL CITY BUDGET BALANCE - - -

TRANSFER IN:	6,022,227	-	6,022,227
TRANSFER OUT:	6,022,227	-	6,022,227
	-	-	-

CITY MANAGER REPORT AND RECOMMENDATIONS



Meeting Date: September 19, 2016

Agenda Item:

Authorization of Amendment No. 2 to the Agate Beach Wayside Scenic By-Way Program Project Agreement

Background:

On August of 2012, the city was informed that the Scenic By-way Program, Agate Beach Wayside Improvements Project had been funded. New project components included construction of a restroom and outside showers at the wayside, reconfiguration of the parking area, construction of sidewalk along N.W. Circle way and N.W. Gilbert Way, boardwalk and stairway improvements for safety purposes to the beach, and the extension of NW Gilbert Way through to US Highway 101 to provide a secondary access into the neighborhood.

As you will recall, the cost for this project escalated substantially with both the city and ODOT contributing additional funds to complete this project. The initial bids came in substantially over that budget, even with the additional resources ODOT and the city had contributed to this project. In reviewing the bids, it was clear that completing the restrooms, with outside showers, and the walkway to the beach under Federal requirements was driving up the costs of this work. Therefore, ODOT and the city agreed to include the street, sidewalk, parking and water quality enhancements as part of the “federalized” project that would be funded primarily by Federal and State funds, with partial local funding for that project. The remaining \$269,000 of city’s match funds would be used to separately bid projects through the city that would include the trail improvements, drainage repair next to the Agate Beach motel, and new restrooms. To date, bids have been awarded for trail, and restroom bids will be issued a little later this fall. Amendment No. 2 reflects the contribution of the additional \$269,190 in Federal funds for this project, and extends the deadline for completion of the project to June 29, 2018. As of this date, the “federalized” project is complete; however, ODOT has yet to accept the finished product.

This has been a long and convoluted project; however, in the long run this project will have great benefit to the City of Newport and to the Agate Beach area. We certainly appreciate ODOT for coming up with the creative solution that should help us get this project completed within the funds that were ultimately made available for this work.

Recommended Action:

I recommend the City Council consider the following motion:

I move that the Council authorize Amendment No. 2 to the Scenic Byway Program Project Agreement for the Agate Beach Wayside improvements, and authorize the Mayor to execute the agreement as presented.

Fiscal Effects:

Funds are appropriated for this work. Please note that the majority of the city's contribution for this work came from the Room Tax, SDC's and infrastructure fees for these projects, which originally included street, sidewalk, parking, water quality enhancements, restrooms, outdoor shower facilities, and construction of a trail to Agate Beach. Amendment No. 2 replaced a part of city funding with additional Federal funding, and allowed the city funds to be used on the city bid projects separated from the original contracts for the walkway, shower facilities, and drainage repairs next to the Agate Beach motel.

Alternatives:

None recommended

Respectfully Submitted,



Spencer R. Nebel



STAFF REPORT
CITY COUNCIL AGENDA ITEM

Title: Amendment No. 2 to Scenic Byway Program Project Agreement for Agate Beach Wayside Improvements

Prepared by: Derrick I. Tokos, AICP, Community Development Director

Recommended Motion: I move that the Council authorize the Mayor to sign the agreement, as presented.

Background Information: In 2011, the City and County funded a series of design charrettes to develop a concept for how the Agate Beach Wayside could be improved to better serve tourists and the local community. That information was used to prepare a Federal Highway Administration (FHWA) Scenic Byways Grant Application, which was submitted later that same year. In August of 2012, the City was informed that it received grant funding for the project. The Oregon Department of Transportation (ODOT) administers federally funded projects for small communities such as Newport. An Intergovernmental Agreement between the City and State was completed in July of 2013. ODOT began the process of securing a design consultant in February of 2014. In September of 2014, the consulting firm OTAK was selected to design the project and prepare the bid documents.

The project components include construction of a restroom and showers at the wayside; a reconfiguration of the parking area to increase the number of available spaces, improve business access, and reduce conflicts at US 101; construction of sidewalk along NW Circle Way (undeveloped) and NW Gilbert Way between the wayside and trail accessing the north end of Agate Beach; boardwalk and stairway improvements to improve safety along the beach access trail; and the extension of NW Gilbert Way through to US 101 to provide a secondary access into the neighborhood.

A total of \$697,120 was originally budgeted for the project with \$557,696 coming from the federal government. The balance of the funding was to come from local sources, including System Development Charge (SDC) funds and room tax dollars. Actual design and engineering costs exceeded the original budget and on August 31, 2015 the Newport City Council appropriated an additional \$300,000 of SDC, room tax, and infrastructure fee funds to the project. ODOT contributed an additional; \$269,190 of federal funds, which brought the total budget to \$1,266,310. Of this amount, \$997,120 was dedicated to the street, sidewalk, parking and water-quality enhancements. This is

the “federalized project.” The remaining \$269,190 of city match funds was to cover the restrooms, trail improvements and a drainage repair next to the Agate Beach Motel.

Amendment No. 1 to the local agency agreement extended the deadline for obligating construction funds to September 30, 2015 with the deadline for completing the project being pushed back to September 30, 2016. Proposed Amendment No. 2 reflects the contribution of the additional \$269,190 in federal funds and extends the deadline for completing the project to June 29, 2018.

As of this date, the federalized project is complete; however, ODOT has yet to accept the finished product. A City contractor completed the drainage repair, and a City contract has been awarded for the trail work. The City plans to bid the restroom improvements later in the year.

Fiscal Notes: City Match funds are budgeted.

Alternatives: Take no action on the agreement, seek additional information, or as directed by Council.

Attachments:

Amendment No. 2 to Local Agency Agreement
Project Change Request, dated March 2016
City Match Confirmation Letter, dated September 2015
Amendment No. 1 to Local Agency Agreement

AMENDMENT NUMBER 02
LOCAL AGENCY AGREEMENT
SCENIC BYWAY PROGRAM PROJECT
Pacific Coast National Scenic Byway
Agate Beach Wayside
City of Newport

This is Amendment No. 02 to Agreement No. 29099 between the **STATE OF OREGON**, acting by and through its Department of Transportation, hereinafter referred to as "State," and **CITY OF NEWPORT**, acting by and through its elected officials, hereinafter referred to as "Agency." The Parties entered into the Agreement on July 30, 2013 and Amendment Number 01 on February 17, 2015.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to increase funds and update language.

1. **Amendment to Agreement.**

a. Effective February 17, 2015, Agreement No. 29099 is amended as follows:

i. Exhibit B, Attachment No. 1–Special Provisions, and Attachment No. 2–Federal Standard Provisions shall be deleted in their entirety and replaced with the attached Revised Exhibit B, Revised Attachment No. 1–Special Provisions, and Revised Attachment No. 2–Federal Standard Provisions. All references to "Exhibit B," "Attachment No. 1–Special Provisions," and "Attachment No. 2–Federal Standard Provisions" shall hereinafter be referred to as "Revised Exhibit B," "Revised Attachment No. 1–Special Provisions," and "Revised Attachment No. 2–Federal Standard Provisions."

ii. **TERMS OF AGREEMENT, Paragraph 6, Page 2, which reads:**

6. The term of this Agreement will begin upon execution and will terminate upon completion of the Project and final payment or three (3) calendar years following the date of final execution, whichever is sooner.

Shall be deleted in its entirety and replaced with the following:

6. The term of this Agreement will begin upon execution and will terminate upon completion of the Project and final payment, or September 30, 2016, whichever is sooner.

b. Effective March 17, 2016, Agreement No. 29099 is amended as follows:

i. Revised Exhibit B, Revised Attachment No. 1–Special Provisions, and Revised Attachment No. 2–Federal Standard Provisions shall be deleted in their entirety and replaced with the attached Revised Exhibit B-1, Revised

Attachment No. 1a-Special Provisions, and Revised Attachment No. 2a–Federal Standard Provisions. All references to “Revised Exhibit B”, “Revised Attachment No. 1–Special Provisions,” and “Revised Attachment No. 2–Federal Standard Provisions” shall hereinafter be referred to as “Revised Exhibit B-1,” “Revised Attachment No 1a–Special Provisions,” and “Revised Attachment No. 2a–Federal Standard Provisions.”

ii. **TERMS OF AGREEMENT, Paragraphs 2, 6 and 16, on Pages 1, 2 and 4, respectively, which read:**

2. The Project will be conducted as a part of the Scenic Byway Program under Title 23, United States Code. The total Project cost is estimated at \$697,120, which is subject to change. The SAFETEA-LU federal funds are limited to \$557,696 or eighty (80) percent of the total eligible Project costs, whichever is less. Eligible costs for this Project will be reimbursed at eighty (80) percent until the \$557,696 limit is reached. Agency shall be responsible for the match for the federal funds and any portion of the Project which is not covered by federal funding.
6. The term of this Agreement will begin upon execution and will terminate upon completion of the Project and final payment, or September 30, 2016, whichever is sooner.
16. State’s Project Manager for this Project is Michael S. Starnes, P.L.S., ODOT Region 2 Local Agency Liaison, 455 Airport Road SE, Building B, Salem, Oregon 97301-5395; (503) 986-6920; Michael.s.starnes@odot.state.or.us or assigned designee upon individual’s absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

Shall be deleted in their entirety and replaced with the following:

2. The total Project cost is estimated at \$997,120. The Project estimate is subject to change.
 - a. The Project will be conducted as a part of the Scenic Byway Program under Title 23, United States Code. The federal Scenic Byway Program funds, allocated under the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), are limited to \$557,696 or eighty (80) percent of the total eligible Project costs, whichever is less. Scenic Byway Program eligible costs for this Project will be reimbursed at eighty (80) percent until the \$557,696 limit is reached. Agency shall be responsible for the twenty (20) percent match to the federal Scenic Byway Program funds.

- b. The Project will also be conducted as a part of the Federal-Aid Surface Transportation Program (STP) under Title 23, United States Code. STP Flexible funds for this Project will be limited to \$269,190. The Project will be financed with STP funds at 89.73 percent with Agency providing the 10.27 percent match to the STP funds and any non-participating costs, including all costs in excess of the available federal funds.
 - c. Scenic Byway Funds will be completely expended before STP-Flexible funds are applied towards Project costs.
 6. The term of this Agreement will begin upon execution and will terminate upon completion of the Project and final payment or June 29, 2018, whichever is sooner.
 16. State's Project Manager for this Project is John W. Huestis, P.E., ODOT Region 2, Local Project Delivery Manager, 455 Airport Road SE, Building B, Salem, Oregon 97301-5395; phone: (503) 986-2702; email: john.huestis@odot.state.or.us or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.
2. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
 3. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement as amended by Amendment 1 are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2015-2018 Statewide Transportation Improvement Program (STIP), (Key #17940) that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently by amendment to the STIP).

CITY OF NEWPORT, by and through its
elected officials

By _____
Mayor

Date _____

By _____
City Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
City Legal Counsel

Date _____

Agency Contact:

Derrick Tokos
Community Development Director
City of Newport
169 SW Coast Highway
Newport, Oregon 97365
(541) 574-0626
d.tokos@newportoregon.gov

State Contact:

John W. Huestis, P.E.
Local Project Delivery Manager
ODOT, Region 2
455 Airport Road SE, Building B
Salem, Oregon 97301-5395
(503) 986-2702
John.huestis@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Active Transportation Section Manager

Date _____

By _____
Scenic Byway Program Manager

Date _____

By _____
Region 2 Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date: _____

REVISED EXHIBIT B

Progress Reports and Project Change Request Process

Agreement No. 29099

Key Number: 17940

Project Name: Pacific Coast National Scenic Byway, Agate Beach Wayside

1. **Project Description** – This Project includes, but is not limited to, improving access from the Oregon Coast Highway to Agate Beach, redesigning the wayside and parking areas, and local road improvements.
2. This Project is subject to progress reporting and project change process as stated below.
3. **Monthly Progress Reports (MPR)** – Agency shall submit monthly progress reports using MPR Form 734-2862, incorporated by reference and made a part of this Agreement. The MPR is due by the 5th day of each month, starting the first month after execution of this Agreement, and continuing through the first month after State issues Project Acceptance (Second Note) for the Project’s construction contract.

The fillable MPR form and instructions are available at the following web site:

http://www.oregon.gov/ODOT/TD/AT/Pages/Forms_Applications.aspx

4. **Project Milestones** – The Parties agree that the dates shown in Table 1 constitute the intended schedule for advancing and completing the Project. Project Milestones may only be changed through amendment of this Agreement, after obtaining an approved Project Change Request.

Table 1: Project Milestones – Construction Project

	Milestone Description	Completion Date
1	Obligation (Federal Authorization) of Scenic Byway funds for the Preliminary Engineering phase of Project	07/15/2013
2	Obligation (Federal Authorization) of Scenic Byway funds for the Construction phase of Project	09/30/2015
3	Project Completion based on State Issuing Project Acceptance or “Second Note”	09/15/2016

5. **Project Change Request (PCR) Process** – Agency must obtain approval from State’s contact for changes to the Project’s scope, schedule, or budget as specified in Paragraphs 5a, 5b and 5c, below. Agency shall be fully responsible for all costs that occur outside the established Project scope, schedule or budget and prior to an approved PCR. Amendments to this Agreement are required for all approved PCRs.

- a. Scope – A PCR is required for any significant change or reduction in the scope of work described in the Project Description (Paragraph 1 of this Exhibit).
 - b. Schedule – A PCR is required if Agency or State’s contact anticipate that any Project Milestone will be delayed by more than ninety (90) days, and also for any change in schedule that will require amendment of the Statewide Transportation Improvement Program (STIP).
 - c. Budget – Total Project Cost and approved funds for the Project are controlled by Terms of Agreement, Paragraph 2 of this Agreement.
6. **PCR Form** – Agency must submit all change requests using PCR Form 734-2863, attached by reference and made a part of this Agreement. The PCR Form is due no later than thirty (30) days after the need for change becomes known to Agency. The PCR shall explain what change is being requested, the reasons for the change, and any efforts to mitigate the change. A PCR may be rejected at the discretion of State’s Scenic Byway Program Manager.

The fillable PCR form and instructions are available at the following web site:
http://www.oregon.gov/ODOT/TD/AT/Pages/Forms_Applications.aspx

7. **Consequence for Non-Performance** – If Agency fails to fulfill its obligations in Paragraphs 3 through 6 above, or does not assist in advancing the Project or perform tasks that the Agency is responsible for under the Project Milestones, State’s course of action through the duration of Agency’s default may include: (a) restricting Agency consideration for future funds awarded through State’s managed funding programs; (b) withdrawing unused Project funds; and (c) terminating this Agreement as stated in Terms of Agreement, Paragraphs No. 10a and 10b of this Agreement.

REVISED EXHIBIT B-1
Progress Reports and Project Change Request Process
Agreement No. 29099
Key Number: 17940

Project Name: Pacific Coast National Scenic Byway, Agate Beach Wayside

1. **Project Description** - Project includes, but is not limited to, improving access from the Oregon Coast Highway to Agate Beach, redesigning the wayside parking areas and local road improvements.
2. This Project is subject to progress reporting and project change process as stated in paragraphs 3 through 6 below.
3. **Monthly Progress Reports (MPR)** - Agency shall submit monthly progress reports using MPR Form 734-2862, attached by reference and made a part of this Agreement. The MPR is due by the 5th day of each month, starting the first full month after execution of this Agreement, and continuing through the first month after State issues Project Acceptance (Second Note) for the Project’s construction contract.

The fillable MPR form and its instructions are available at the following web site:
http://www.oregon.gov/ODOT/TD/AT/Pages/Forms_Applications.aspx

4. **Project Milestones** – The Parties agree that the dates shown in Table 1 constitute the intended schedule for advancing and completing the Project. Project Milestones may only be changed through amendment of this Agreement, after obtaining an approved Project Change Request.

Table 1: Project Milestones

	Milestone Description	Completion Date
1	Obligation (Federal Authorization) of Scenic Byway Funds for the Preliminary Engineering phase of Project	12/3/2013
2	Obligation (Federal Authorization) of Scenic Byway Funds for the Construction phase of Project	09/21/2015
3	Obligation (Federal Authorization) of STP Flexible Funds for the Preliminary Engineering phase of Project	3/21/2016
4	Obligation (Federal Authorization) of STP Flexible Funds for the Construction phase of Project	3/17/2016
5	Project Completion based on State issuing Project Acceptance or “Second Note”	07/31/2016

5. **Project Change Request (PCR) Process** - Agency must obtain approval from State's Contact and State's Scenic Byway Program Manager for changes to the Project's scope, schedule, or budget by submitting a PCR as specified in paragraphs 5a and 5b, below. Agency shall be fully responsible for all costs attributable to changes to the established Project scope, schedule or budget and prior to an approved PCR. Amendments to this Agreement are required for all approved PCRs.
 - a. **Scope** - A PCR is required for a change in the scope of work described in the Project Description (Paragraph 1 of this Exhibit).
 - b. **Schedule** – A PCR is required if Agency or State's Contact anticipate that any Project Milestone will be delayed by more than ninety (90) days, and also for any change in schedule that will require amendment of the Statewide Transportation Improvement Program (STIP).
 - c. **Budget** – Total Project Cost and approved federal funds for the Project are controlled by Terms of Agreement, paragraph 2 of this Agreement.
6. **PCR Form** - Agency must submit all change requests using PCR Form 734-2863, attached by reference and made a part of this Agreement. The PCR Form is due no later than thirty (30) days after the need for change becomes known to Agency. The PCR shall explain what change is being requested, the reasons for the change, and any efforts to mitigate the change. A PCR may be rejected at the discretion of State's Scenic Byway Program Manager.

The fillable PCR form and its instructions are available at the following web site:
http://www.oregon.gov/ODOT/TD/AT/Pages/Forms_Applications.aspx

7. **Consequence for Non-Performance** - If Agency fails to fulfill its obligations in paragraphs 3 through 6 above, or does not assist in advancing the Project or perform tasks that the Agency is responsible for under the Project Milestones, State's course of action through the duration of Agency's default may include: (a) restricting Agency consideration for future funds awarded through State's Active Transportation Section, (b) withdrawing unused Project funds, and (c) terminating this Agreement as stated in Terms of Agreement, paragraphs 10a and 10b of this Agreement.

REVISED ATTACHMENT NO. 1

SPECIAL PROVISIONS

1. Agency, or its consultant, shall conduct the necessary preliminary engineering and design work required to produce final plans, specifications and cost estimates; purchase all necessary right of way; obtain all required permits; arrange for all utility relocations or reconstruction; perform all construction engineering, including all required materials testing and quality documentation; and prepare necessary documentation to allow State to make all contractor payments.
2. The Parties agree that the delivery date for the Project's "Plans, Specifications, and Estimates" (PS&E) package is July 23, 2015. State may withdraw all National Scenic Byway Funds that are not obligated on or before September 30, 2015, and State will have no obligation to fund any remaining phases of work through the National Scenic Byways program.
3. Agency guarantees the availability of Agency funding in an amount required to fully fund Agency's share of the Project. Prior to award of the contract, the Project cost is defined as the engineer's estimate plus 10 percent.
4. State may make available Region 2's On-Call Preliminary Engineering (PE), Design and Construction Engineering Services consultant for Local Agency Projects upon written request. If Agency chooses to use said services, Agency agrees to manage the work performed by the consultant and make funds available to the State for payment of those services. All eligible work will be a federally participating cost and included as part of the total cost of the Project.
5. Agency shall have a current Indirect Cost Allocation Plan and an approved indirect rate from its federal cognizant agency prior to invoicing indirect costs. A copy of the current approved rate from the federal cognizant agency or State must be attached to invoices with indirect costs. If Agency does not have a current approved rate, it can apply directly to its federal cognizant agency for an Indirect Cost Rate. If the Agency has no federal cognizant agency, it can submit an indirect Cost Rate proposal to State for review and approval for State invoices. Without an approved Indirect Cost Rate State will only pay Agency for Direct Costs.
6. Agency shall, at its own expense, maintain and operate the Project upon completion at a minimum level that is consistent with normal depreciation and/or service demand.
7. Maintenance responsibilities will survive any termination of this Agreement.

REVISED ATTACHMENT NO. 2 FEDERAL STANDARD PROVISIONS

PROJECT ADMINISTRATION

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will act for Agency in other matters pertaining to the Project. Prior to taking such action, State will confer with Agency concerning actions necessary to meet federal obligations. Agency shall, if necessary, appoint and direct the activities of a Citizen's Advisory Committee and/or Technical Advisory Committee, conduct a hearing and recommend the preferred alternative. State and Agency shall each assign a person in responsible charge "liaison" to coordinate activities and assure that the interests of both Parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.
3. Non-certified agencies must contract with State or a State certified local public agency to secure services to perform plans, specifications and estimates (PS&E), construction contract advertisement, bid, award, contractor payments and contract administration. Non-certified agencies may use a State-approved consultant to perform preliminary engineering, and construction engineering services.

PROJECT FUNDING REQUEST

4. State shall submit a separate written Project funding request to FHWA requesting approval of federal-aid participation for each project phase including a) Program Development (Planning), b) Preliminary Engineering (National Environmental Policy Act - NEPA, Permitting and Project Design), c) Right of Way Acquisition, d) Utilities, and e) Construction (Construction Advertising, Bid and Award). Any work performed prior to FHWA's approval of each funding request will be considered nonparticipating and paid for at Agency expense. Agency shall not proceed on any activity in which federal-aid participation is desired until such written approval for each corresponding phase is obtained by State. State shall notify Agency in writing when authorization to proceed has been received from FHWA. All work and records of such work shall be in conformance with FHWA rules and regulations.

FINANCE

5. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount for the federal funds and any portion of the Project, which is not covered by federal funding, unless otherwise agreed to and specified in the intergovernmental Agreement (Project Agreement). Agency must obtain written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement. If federal funds are used, State will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Project Agreement. State will also determine and clearly state in the

Project Agreement if recipient is a subrecipient or vendor, using criteria in OMB CIRCULAR NO. A-133.

6. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall pay one hundred (100) percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds or allocations of State Highway Trust Funds to Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration outside the *Local Agency Guidelines Manual* that result in items being declared non-participating by FHWA, such items deemed non-participating will be negotiated between Agency and State.
7. Agency agrees that costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon by the Parties.
8. Agency's estimated share and advance deposit.
 - a) Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
 - b) Agency's construction phase deposit shall be one hundred ten (110) percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is cancelled. Any balance of a cash deposit in excess of amount needed, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.
 - c) Pursuant to Oregon Revised Statutes (ORS) 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool), and an Irrevocable Limited Power of Attorney is sent to State's Active Transportation Section, Funding and Program Services Unit, or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash.
9. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear one hundred (100) percent of all costs incurred as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear one hundred (100) percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.
10. Agency shall follow requirements stated in the Single Audit Act. The requirements stated in the Single Audit Act must be followed by those local governments and non-profit

organizations receiving five hundred thousand (\$500,000) or more in federal funds. The Single Audit Act of 1984, PL 98-502 as amended by PL 104-156, described in "OMB CIRCULAR NO. A-133", requires local governments and non-profit organizations to obtain an audit that includes internal controls and compliance with federal laws and regulations of all federally-funded programs in which the local agency participates. The cost of this audit can be partially prorated to the federal program.

11. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
12. Agency shall present invoices for one hundred (100) percent of actual costs incurred by Agency on behalf of the Project directly to State's Liaison for review, approval and reimbursement to Agency. Costs will be reimbursed consistent with federal funding provisions and the Project Agreement. Such invoices shall identify the Project by the name of the Project Agreement, reference the Project Agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Invoices shall be presented for periods of not less than one-month duration, based on actual expenses to date. All invoices received from Agency must be approved by State's Liaison prior to payment. Agency's actual costs eligible for federal-aid or State participation shall be those allowable under the provisions of the Federal-Aid Policy Guide (FAPG), Title 23 CFR parts 1.11, 140 and 710. Final invoices shall be submitted to State for processing within three (3) months from the end of each funding phase as follows: a) preliminary engineering, which ends at the award date of construction b) last payment for right of way acquisition and c) contract completion for construction. Partial billing (progress payment) shall be submitted to State within three (3) months from date that costs are incurred. Final invoices submitted after the three (3) months shall not be eligible for reimbursement. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the Project Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period ending on the later of six (6) years following the date of final voucher to FHWA or after resolution of any disputes under the Project Agreement. Copies of such records and accounts shall be made available upon request. For real property and equipment, the retention period starts from the date of disposition (Title 49 CFR part 18 subpart 42).
13. Agency shall, upon State's written request for reimbursement in accordance with Title 23, CFR part 630.112(c) 1 and 2, as directed by FHWA, reimburse State for federal-aid funds distributed to Agency if any of the following events occur:
 - a) Right of way acquisition is not undertaken or actual construction is not started by the close of the twentieth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized for right of way acquisition. Agency may submit a written request to State's Liaison for a time extension beyond the twenty (20) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
 - b) Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized. Agency may submit a written request to State's Liaison for a time extension beyond the ten (10)

year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.

14. Agency shall maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that the Project is completed in conformance with approved plans and specifications.
15. State shall submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. State shall pay all reimbursable costs of the Project. Agency may request a statement of costs-to-date at any time by submitting a written request. When the actual total cost of the Project has been computed, State shall furnish Agency with an itemized statement of final costs. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal one hundred (100) percent of the final total actual cost. Any portion of deposits made in excess of the final total costs of the Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the total cost of the Project.

STANDARDS

16. Agency agrees that minimum design standards on all local agency jurisdictional roadway or street projects on the National Highway System (NHS) and projects on the non-NHS shall be the American Association of State Highway and Transportation Officials (AASHTO) standards and be in accordance with *State's Oregon Bicycle & Pedestrian Design Guide* (current version). Agency shall use either AASHTO's *A Policy on Geometric Design of Highways and Streets* (current version), or State's Resurfacing, Restoration and Rehabilitation (3R) design standards for 3R projects. Agency may use AASHTO for vertical clearance requirements on Agency's jurisdictional roadways or streets.
17. Agency agrees that if the Project is on the Oregon State Highway System or State-owned facility, that design standards shall be in compliance with standards specified in the current *ODOT Highway Design Manual* and related references. Construction plans for such projects shall be in conformance with standard practices of State and all specifications shall be in substantial compliance with the most current *Oregon Standard Specifications for Highway Construction* and current *Contract Plans Development Guide*.
18. Agency agrees that for all projects on the Oregon State Highway System or State-owned facility any design element that does not meet *ODOT Highway Design Manual* design standards must be justified and documented by means of a design exception. Agency further agrees that for all projects on the NHS, regardless of funding source; any design element that does not meet AASHTO standards must be justified and documented by means of a design exception. State shall review any design exceptions on the Oregon State Highway System and retains authority for their approval. FHWA shall review any design exceptions for projects subject to Focused Federal Oversight and retains authority for their approval.
19. Agency agrees all traffic control devices and traffic management plans shall meet the requirements of the current edition of the *Manual on Uniform Traffic Control Devices and Oregon Supplement* as adopted in Oregon Administrative Rule (OAR) 734-020-0005. Agency must obtain the approval of the State Traffic Engineer prior to the design and

construction of any traffic signal, or illumination to be installed on a state highway pursuant to OAR 734-020-0430.

20. The standard unit of measurement for all aspects of the Project shall be English Units. All Project documents and products shall be in English. This includes, but is not limited to, right of way, environmental documents, plans and specifications, and utilities.

PRELIMINARY & CONSTRUCTION ENGINEERING

21. Preliminary engineering and construction engineering may be performed by either a) State, b) Agency, c) State-approved consultant, or d) certified agency. Engineering work will be monitored by State or certified agency to ensure conformance with FHWA rules and regulations. Project plans, specifications and cost estimates shall be performed by either a) State, b) State-approved consultant or c) certified agency. State shall review and approve Project plans, specifications and cost estimates. State shall, at project expense, review, process and approve, or submit for approval to the federal regulators, all environmental statements. State or certified agency shall, if they prepare any of the documents identified in this paragraph, offer Agency the opportunity to review and approve the documents prior to advertising for bids.
22. Agency may request State's two-tiered consultant selection process as allowed by OAR 137-048-0260 to perform architectural, engineering, photogrammetry, transportation planning, land surveying and related services (A&E Services) as needed for federal-aid transportation projects. Use of the State's processes is required to ensure federal reimbursement. State will award and execute the contracts. State's personal services contracting process and resulting contract document will follow Title 23 CFR part 172, Title 49 CFR part 18, ORS 279A.055, 279C.110, 279C.125, OAR 137-048-0130, OAR 137-048-0220(4) and State Personal Services Contracting Procedures as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or the consultant prior to receiving authorization from State to proceed.
23. The party responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
24. State or certified agency shall prepare construction contract and bidding documents, advertise for bid proposals, and award all construction contracts.
25. Upon State's or certified agency's award of a construction contract, State or certified agency shall perform quality assurance and independent assurance testing in accordance with the FHWA-approved Quality Assurance Program found in State's *Manual of Field Test Procedures*, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.
26. State shall, as a Project expense, assign a liaison to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). State's liaison shall process reimbursement for federal participation costs.

**REQUIRED STATEMENT FOR UNITED STATES DEPARTMENT OF
TRANSPORTATION (USDOT) FINANCIAL ASSISTANCE AGREEMENT**

27. By signing the Federal-Aid Agreement to which these Federal Standard Provisions are attached, Agency agrees to adopt State's DBE Program Plan, available at http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/pages/sbe/dbe/dbe_program.aspx#plan. Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. Agency agrees to take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. State's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Project Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Project Agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 United States Code (USC) 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

DISADVANTAGED BUSINESS ENTERPRISES (DBE) OBLIGATIONS

28. State and Agency agree to incorporate by reference the requirements of 49 CFR part 26 and State's DBE Program Plan, as required by 49 CFR part 26 and as approved by USDOT, into all contracts entered into under this Project Agreement. The following required DBE assurance shall be included in all contracts:

"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR part 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b))."

29. Agency agrees to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
30. The Parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR parts 1.11, 140, 635, 710, and 771; Title 49 CFR parts 18, 24 and 26; 2 CFR 225, and OMB CIRCULAR NO. A-133, Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, the provisions of the FAPG and FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide. State and Agency agree that FHWA-1273 Required Contract Provisions shall be included in all contracts and subcontracts verbatim and not by reference.

RIGHT OF WAY

31. Agency and the consultant, if any, agree that right of way activities shall be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FAPG, CFR, and the *ODOT Right of Way Manual*, Title 23 CFR part 710 and Title 49 CFR part 24. State, at Project expense, shall review all right of way activities engaged in by Agency to ensure compliance with all laws and regulations.
32. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of projects. Agency may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project provided Agency or the consultant are qualified to do such work, as required by the *ODOT Right of Way Manual*, and Agency has obtained prior approval from State's Region Right of Way office to do such work.
33. Regardless of who acquires or performs any of the right of way activities, a right of way services agreement shall be created by State's Region Right of Way office setting forth the responsibilities and activities to be accomplished by each Party. If the Project has the potential of needing right of way, to ensure compliance in the event that right of way is unexpectedly needed, a right of way services agreement will be required. State, at Project expense, shall be responsible for requesting the obligation of project funding from FHWA. State, at Project expense, shall be responsible for coordinating certification of the right of way, and providing oversight and monitoring. Funding authorization requests for federal right of way funds must be sent through State's Liaison, who will forward the request to State's Region Right of Way office on all projects. Agency must receive written authorization to proceed from State's Right of Way Section prior to beginning right of way activities. All projects must have right of way certification coordinated through State's Region Right of Way office to declare compliance and project readiness for construction (even for projects where no federal funds were used for right of way, but federal funds were used elsewhere on a project). Agency shall contact State's Liaison, who will contact State's Region Right of Way office for additional information or clarification on behalf of Agency.
34. Agency agrees that if any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be subject to applicable rules and regulations, which are in effect at the time of disposition. Reimbursement to State and FHWA of the required proportionate shares of the fair market value may be required.
35. Agency ensures that all project right of way monumentation will be conducted in conformance with ORS 209.155.
36. State and Agency grants each other authority to enter onto the other's right of way for the performance of non-construction activities such as surveying and inspection of the Project.

RAILROADS

37. Agency shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the State's Liaison, who will contact State's Railroad Liaison on behalf of Agency. Only those costs allowable under Title 23 CFR part 140 subpart I, and Title 23 part 646 subpart B shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others. Agency may request State, in writing and at Project expense, to provide

railroad coordination and negotiations. However, State is under no obligation to agree to perform said duties.

UTILITIES

38. Agency shall follow State established statutes, policies and procedures when impacts occur to privately or publicly-owned utilities. Policy, procedures and forms are available through the State Utility Liaison or State's Liaison. Agency shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility Liaison. Only those utility relocations, which are eligible for reimbursement under the FAPG, Title 23 CFR part 645 subparts A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. Agency may send a written request to State, at Project expense, to arrange for utility relocations/adjustments lying within Agency jurisdiction. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. However, State is under no obligation to agree to perform said duties. Agency shall not perform any utility work on state highway right of way without first receiving written authorization from State.

GRADE CHANGE LIABILITY

39. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
40. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
41. Agency, if a City, by execution of the Project Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the Project covered by the Project Agreement.

MAINTENANCE RESPONSIBILITIES

42. Agency shall, at its own expense, maintain operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. The useful life of the Project is defined in the Special Provisions. State may conduct periodic inspections during the life of the Project to verify that the Project is properly maintained and continues to serve the purpose for which federal funds were provided. Maintenance and power responsibilities shall survive any termination of the Project Agreement. In the event the Project will include or affect a state highway, this provision does not address maintenance of that state highway.

CONTRIBUTION

43. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party

Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

44. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
45. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

ALTERNATIVE DISPUTE RESOLUTION

46. The Parties shall attempt in good faith to resolve any dispute arising out of this Project Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

WORKERS' COMPENSATION COVERAGE

47. All employers, including Agency, that employ subject workers who work under this Project Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability Insurance with coverage limits of not less than five hundred thousand (\$500,000) must be included. Agency shall ensure that each of its contractors complies with these requirements.

LOBBYING RESTRICTIONS – pursuant to Form FHWA-1273, Required Contract Provisions

48. Agency certifies by signing the Project Agreement that:

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- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.
- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
- e) Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

REVISED ATTACHMENT NO. 1a - SPECIAL PROVISIONS

1. State shall be responsible for delivering all aspects of the Project except for the tasks identified below:
 - a. Agency shall be responsible for conducting the necessary preliminary engineering and design work required to produce final plans, specifications and cost estimates; purchase all necessary right of way and easements; obtain all required permits; arrange for all utility relocations/adjustments; perform all construction engineering, including all required materials testing and quality documentation; and prepare necessary documentation to allow State to make all contractor payments.
 - b. State shall be responsible for the award and administration of the construction contract, except Agency shall be responsible for all required materials testing and quality documentation; and prepare necessary documentation with State-qualified personnel, to allow State to make all contractor payments. Contract administration, construction engineering and inspection will follow the most current version of the *ODOT Construction Manual* and the *ODOT Inspector's Manual*.
2. To assist Agency in meeting the responsibilities identified in paragraph 1 above, State may make available the Region's On-Call Preliminary Engineering (PE), Design and Construction Engineering Services consultant for Local Agency Projects upon written request. If Agency chooses to use said services, Agency agrees to manage the work performed by the Consultant and reimburse State for payment of any Consultant costs that are not eligible as Scenic Byway or STP-Flexible participating costs or that are not included as part of the total cost of the Project.
3. Agency guarantees the availability of Agency funding in an amount required to fully fund Agency's share of the Project.
4.
 - a. Information required by 2 CFR 200.331(a), except for (xiii) Indirect cost rate, shall be contained in the USDOT FHWA Federal Aid Project Agreement for this Project, a copy of which shall be provided by ODOT to Agency with the Notice to Proceed.
 - b. The indirect cost rate for this project at the time the agreement is written is zero percent.
5. State will perform work throughout the duration of the Project and shall provide a preliminary estimate of State costs for this work. Prior to the start of each Project phase State shall provide an updated estimate of State costs for that phase. Such phases generally consist of Preliminary Engineering, Right of Way, Utility, and Construction. Agency understands that State's costs are estimates only and agrees to reimburse State for actual cost incurred per this Agreement.

6. State and Agency agree that the useful life of this Project is defined as 20 years.
7. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach. Agency will be ineligible to receive or apply for any Title 23, United States Code funds until State receives full reimbursement of the costs incurred.

REVISED ATTACHMENT NO. 2a FEDERAL STANDARD PROVISIONS

PROJECT ADMINISTRATION

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will act for Agency in other matters pertaining to the Project. Prior to taking such action, State will confer with Agency concerning actions necessary to meet federal obligations. Agency shall, if necessary, appoint and direct the activities of a Citizen's Advisory Committee and/or Technical Advisory Committee, conduct a hearing and recommend the preferred alternative. State and Agency shall each assign a person in responsible charge "liaison" to coordinate activities and assure that the interests of both Parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.
3. Non-certified agencies must contract with State or a State certified local public agency to secure services to perform plans, specifications and estimates (PS&E), construction contract advertisement, bid, award, contractor payments and contract administration. Non-certified agencies may use a State-approved consultant to perform preliminary engineering, and construction engineering services.

PROJECT FUNDING REQUEST

4. State shall submit a separate written Project funding request to FHWA requesting approval of federal-aid participation for each project phase including a) Program Development (Planning), b) Preliminary Engineering (National Environmental Policy Act - NEPA, Permitting and Project Design), c) Right of Way Acquisition, d) Utilities, and e) Construction (Construction Advertising, Bid and Award). Any work performed prior to FHWA's approval of each funding request will be considered nonparticipating and paid for at Agency expense. Agency shall not proceed on any activity in which federal-aid participation is desired until such written approval for each corresponding phase is obtained by State. State shall notify Agency in writing when authorization to proceed has been received from FHWA. All work and records of such work shall be in conformance with FHWA rules and regulations.

FINANCE

5. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount for the federal funds and any portion of the Project, which is not covered by federal funding, unless otherwise agreed to and specified in the intergovernmental Agreement (Project Agreement). Agency must obtain written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement. If federal funds are used, State will specify the Catalog of Federal Domestic Assistance

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(CFDA) number in the Project Agreement. State will also determine and clearly state in the Project Agreement if recipient is a subrecipient or vendor, using criteria in 2 CFR 200.3303.

6. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall pay one hundred (100) percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds or allocations of State Highway Trust Funds to Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration outside the *Local Agency Guidelines Manual* that result in items being declared non-participating by FHWA, such items deemed non-participating will be negotiated between Agency and State.
7. Agency agrees that costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon by the Parties.
8. Agency's estimated share and advance deposit.
 - a) Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
 - b) Agency's construction phase deposit shall be one hundred ten (110) percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is cancelled. Any balance of a cash deposit in excess of amount needed, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.
 - c) Pursuant to Oregon Revised Statutes (ORS) 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool), and an Irrevocable Limited Power of Attorney is sent to State's Active Transportation Section, Funding and Program Services Unit, or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash.
9. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear one hundred (100) percent of all costs incurred as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear one hundred (100) percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.

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10. Agency shall follow the requirements stated in the Single Audit Act. Agencies expending \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, shall have a single organization-wide audit conducted in accordance with the Single Audit Act of 1984, PL 98-502 as amended by PL 104-156 and subject to the requirements of 49 CFR Parts 18 and 19. Agencies expending \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014 shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Agencies expending less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials based on the records retention period identified in the Project Agreement. The cost of this audit can be partially prorated to the federal program.
11. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
12. Agency shall present invoices for one hundred (100) percent of actual costs incurred by Agency on behalf of the Project directly to State's Liaison for review, approval and reimbursement to Agency. Costs will be reimbursed consistent with federal funding provisions and the Project Agreement. Such invoices shall identify the Project by the name of the Project Agreement, reference the Project Agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Invoices shall be presented for periods of not less than one-month duration, based on actual expenses to date. All invoices received from Agency must be approved by State's Liaison prior to payment. Agency's actual costs eligible for federal-aid or State participation shall be those allowable under the provisions of the Federal-Aid Policy Guide (FAPG), Title 23 CFR parts 1.11, 140 and 710. Final invoices shall be submitted to State for processing within forty-five (45) days from the end of each funding phase as follows: a) preliminary engineering, which ends at the award date of construction b) last payment for right of way acquisition and c) contract completion for construction. Partial billing (progress payment) shall be submitted to State within forty-five (45) days from date that costs are incurred. Invoices submitted after 45 days may not be eligible for reimbursement by FHWA. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the Project Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period ending on the later of six (6) years following the date of final voucher to FHWA or after resolution of any disputes under the Project Agreement. Copies of such records and accounts shall be made available upon request. For real property and equipment, the retention period starts from the date of disposition ((2 CFR 200.333(c)).
13. Agency shall, upon State's written request for reimbursement in accordance with Title 23, CFR part 630.112(c) 1 and 2, as directed by FHWA, reimburse State for federal-aid funds distributed to Agency if any of the following events occur:
 - a) Right of way acquisition is not undertaken or actual construction is not started by the close of the twentieth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized for right of way

acquisition. Agency may submit a written request to State's Liaison for a time extension beyond the twenty (20) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.

- b) Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized. Agency may submit a written request to State's Liaison for a time extension beyond the ten (10) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.

14. Agency shall maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that the Project is completed in conformance with approved plans and specifications.
15. State shall submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. State shall pay all reimbursable costs of the Project. Agency may request a statement of costs-to-date at any time by submitting a written request. When the actual total cost of the Project has been computed, State shall furnish Agency with an itemized statement of final costs. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal one hundred (100) percent of the final total actual cost. Any portion of deposits made in excess of the final total costs of the Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the total cost of the Project.

STANDARDS

16. Agency agrees that minimum design standards on all local agency jurisdictional roadway or street projects on the National Highway System (NHS) and projects on the non-NHS shall be the American Association of State Highway and Transportation Officials (AASHTO) standards and be in accordance with State's *Oregon Bicycle & Pedestrian Design Guide* (current version). Agency shall use either AASHTO's *A Policy on Geometric Design of Highways and Streets* (current version), or State's Resurfacing, Restoration and Rehabilitation (3R) design standards for 3R projects. Agency may use AASHTO for vertical clearance requirements on Agency's jurisdictional roadways or streets.
17. Agency agrees that if the Project is on the Oregon State Highway System or State-owned facility, that design standards shall be in compliance with standards specified in the current *ODOT Highway Design Manual* and related references. Construction plans for such projects shall be in conformance with standard practices of State and all specifications shall be in substantial compliance with the most current *Oregon Standard Specifications for Highway Construction* and current *Contract Plans Development Guide*.
18. Agency agrees that for all projects on the Oregon State Highway System or State-owned facility any design element that does not meet *ODOT Highway Design Manual* design

standards must be justified and documented by means of a design exception. Agency further agrees that for all projects on the NHS, regardless of funding source; any design element that does not meet AASHTO standards must be justified and documented by means of a design exception. State shall review any design exceptions on the Oregon State Highway System and retains authority for their approval. FHWA shall review any design exceptions for projects subject to Focused Federal Oversight and retains authority for their approval.

19. Agency agrees all traffic control devices and traffic management plans shall meet the requirements of the current edition of the *Manual on Uniform Traffic Control Devices and Oregon Supplement* as adopted in Oregon Administrative Rule (OAR) 734-020-0005. Agency must obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal, or illumination to be installed on a state highway pursuant to OAR 734-020-0430.
20. The standard unit of measurement for all aspects of the Project shall be English Units. All Project documents and products shall be in English. This includes, but is not limited to, right of way, environmental documents, plans and specifications, and utilities.

PRELIMINARY & CONSTRUCTION ENGINEERING

21. Preliminary engineering and construction engineering may be performed by either a) State, b) Agency, c) State-approved consultant, or d) certified agency. Engineering work will be monitored by State or certified agency to ensure conformance with FHWA rules and regulations. Project plans, specifications and cost estimates shall be performed by either a) State, b) State-approved consultant or c) certified agency. State shall review and approve Project plans, specifications and cost estimates. State shall, at project expense, review, process and approve, or submit for approval to the federal regulators, all environmental statements. State or certified agency shall, if they prepare any of the documents identified in this paragraph, offer Agency the opportunity to review and approve the documents prior to advertising for bids.
22. Agency may request State's two-tiered consultant selection process as allowed by OAR 137-048-0260 to perform architectural, engineering, photogrammetry, transportation planning, land surveying and related services (A&E Services) as needed for federal-aid transportation projects. Use of the State's processes is required to ensure federal reimbursement. State will award and execute the contracts. State's personal services contracting process and resulting contract document will follow Title 23 CFR part 172, 2 CFR part 1201, ORS 279A.055, 279C.110, 279C.125, OAR 137-048-0130, OAR 137-048-0220(4) and State Personal Services Contracting Procedures as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or the consultant prior to receiving authorization from State to proceed.
23. The party responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.

24. State or certified agency shall prepare construction contract and bidding documents, advertise for bid proposals, and award all construction contracts.
25. Upon State's or certified agency's award of a construction contract, State or certified agency shall perform quality assurance and independent assurance testing in accordance with the FHWA-approved Quality Assurance Program found in State's *Manual of Field Test Procedures*, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.
26. State shall, as a Project expense, assign a liaison to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). State's liaison shall process reimbursement for federal participation costs.

REQUIRED STATEMENT FOR UNITED STATES DEPARTMENT OF TRANSPORTATION (USDOT) FINANCIAL ASSISTANCE AGREEMENT

27. By signing the Federal-Aid Agreement to which these Federal Standard Provisions are attached, Agency agrees to adopt State's DBE Program Plan, available at http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/pages/sbe/dbe/dbe_program.aspx#plan. Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. Agency agrees to take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. State's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Project Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Project Agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 United States Code (USC) 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

DISADVANTAGED BUSINESS ENTERPRISES (DBE) OBLIGATIONS

28. State and Agency agree to incorporate by reference the requirements of 49 CFR part 26 and State's DBE Program Plan, as required by 49 CFR part 26 and as approved by USDOT, into all contracts entered into under this Project Agreement. The following required DBE assurance shall be included in all contracts:

"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR part 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b))."

29. Agency agrees to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
30. The Parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR parts 1.11, 140, 635, 710, and 771; Title 49 CFR parts 24 and 26; 2 CFR 1201, Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, the provisions of the FAPG and *FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide*. State and Agency agree that FHWA-1273 Required Contract Provisions shall be included in all contracts and subcontracts verbatim and not by reference.

RIGHT OF WAY

31. Agency and the consultant, if any, agree that right of way activities shall be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FAPG, CFR, and the *ODOT Right of Way Manual*, Title 23 CFR part 710 and Title 49 CFR part 24. State, at Project expense, shall review all right of way activities engaged in by Agency to ensure compliance with all laws and regulations.
32. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of projects. Agency may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project provided Agency or the consultant are qualified to do such work, as required by the *ODOT Right of Way Manual*, and Agency has obtained prior approval from State's Region Right of Way office to do such work.
33. Regardless of who acquires or performs any of the right of way activities, a right of way services agreement shall be created by State's Region Right of Way office setting forth the responsibilities and activities to be accomplished by each Party. If the Project has the potential of needing right of way, to ensure compliance in the event that right of way is unexpectedly needed, a right of way services agreement will be required. State, at Project expense, shall be responsible for requesting the obligation of project funding from FHWA. State, at Project expense, shall be responsible for coordinating certification of the right of way, and providing oversight and monitoring. Funding authorization requests for federal right of way funds must be sent through State's Liaison, who will forward the request to State's Region Right of Way office on all projects. Agency must receive written authorization to proceed from State's Right of Way Section prior to beginning right of way activities. All projects must have right of way certification coordinated through State's Region Right of Way office to declare compliance and project readiness for construction (even for projects where no federal funds were used for right of way, but federal funds were used elsewhere on a project). Agency shall contact State's Liaison, who will contact State's Region Right of Way office for additional information or clarification on behalf of Agency.
34. Agency agrees that if any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be

subject to applicable rules and regulations, which are in effect at the time of disposition. Reimbursement to State and FHWA of the required proportionate shares of the fair market value may be required.

35. Agency ensures that all project right of way monumentation will be conducted in conformance with ORS 209.155.
36. State and Agency grants each other authority to enter onto the other's right of way for the performance of non-construction activities such as surveying and inspection of the Project.

RAILROADS

37. Agency shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the State's Liaison, who will contact State's Railroad Liaison on behalf of Agency. Only those costs allowable under Title 23 CFR part 140 subpart I, and Title 23 part 646 subpart B shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others. Agency may request State, in writing and at Project expense, to provide railroad coordination and negotiations. However, State is under no obligation to agree to perform said duties.

UTILITIES

38. Agency shall follow State established statutes, policies and procedures when impacts occur to privately or publicly-owned utilities. Policy, procedures and forms are available through the State Utility Liaison or State's Liaison. Agency shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility Liaison. Only those utility relocations, which are eligible for reimbursement under the FAPG, Title 23 CFR part 645 subparts A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. Agency may send a written request to State, at Project expense, to arrange for utility relocations/adjustments lying within Agency jurisdiction. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. However, State is under no obligation to agree to perform said duties. Agency shall not perform any utility work on state highway right of way without first receiving written authorization from State.

GRADE CHANGE LIABILITY

39. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
40. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
41. Agency, if a City, by execution of the Project Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if

any there be in connection with or arising out of the Project covered by the Project Agreement.

MAINTENANCE RESPONSIBILITIES

42. Agency shall, at its own expense, maintain operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. The useful life of the Project is defined in the Special Provisions. State may conduct periodic inspections during the life of the Project to verify that the Project is properly maintained and continues to serve the purpose for which federal funds were provided. Maintenance and power responsibilities shall survive any termination of the Project Agreement. In the event the Project will include or affect a state highway, this provision does not address maintenance of that state highway.

CONTRIBUTION

43. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

44. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

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LOBBYING RESTRICTIONS – pursuant to Form FHWA-1273, Required Contract Provisions

48. Agency certifies by signing the Project Agreement that:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

City of Newport/ODOT
Agreement No. 29099, Amendment No. 2

- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
- e) Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.



PROJECT CHANGE REQUEST (PCR)

Instructions and Responsibilities

Who initiates the form?	<ul style="list-style-type: none"> Local Agency's Project contact or project leader. ODOT Project Leader if ODOT is the project recipient. 												
When is this form needed?	<ul style="list-style-type: none"> When projected completion of any Project Milestone is delayed more than 90 days past the IGA Schedule Date listed in Exhibit B of the IGA. When a STIP amendment is required. When there is a change to the work scope or budget of the Project. 												
Where does Local Agency send the form?	<p>To <u>State's Contact</u> identified in the IGA, with a copy to <u>State's Program Manager</u> at the mailbox indicated below</p> <table border="0"> <tr> <td><i>Trans. Enhancement (TE)</i></td> <td>REPORTS_TE@odot.state.or.us</td> </tr> <tr> <td><i>Safe Routes to School</i></td> <td>REPORTS_SRTS@odot.state.or.us</td> </tr> <tr> <td><i>National Historic Covered Bridge</i></td> <td>REPORTS_NHCBP@odot.state.or.us</td> </tr> <tr> <td><i>STP Flexible Funds Program</i></td> <td>LGSFlex@odot.state.or.us</td> </tr> <tr> <td><i>Highway Bridge Program</i></td> <td>LGSBridge@odot.state.or.us</td> </tr> <tr> <td><i>Congestion Mitigation & Air Quality</i></td> <td>CMAQ@odot.state.or.us</td> </tr> </table>	<i>Trans. Enhancement (TE)</i>	REPORTS_TE@odot.state.or.us	<i>Safe Routes to School</i>	REPORTS_SRTS@odot.state.or.us	<i>National Historic Covered Bridge</i>	REPORTS_NHCBP@odot.state.or.us	<i>STP Flexible Funds Program</i>	LGSFlex@odot.state.or.us	<i>Highway Bridge Program</i>	LGSBridge@odot.state.or.us	<i>Congestion Mitigation & Air Quality</i>	CMAQ@odot.state.or.us
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<i>Highway Bridge Program</i>	LGSBridge@odot.state.or.us												
<i>Congestion Mitigation & Air Quality</i>	CMAQ@odot.state.or.us												
Action by State's Contact (Local Agency Liaison or Project Leader)	<ul style="list-style-type: none"> Review the Project Change Request within 5 days of receiving it. Make a recommendation to approve or disapprove the request. Forward the PCR and recommendation to State's Program Manager at the appropriate mailbox indicated above Send a copy of the PCR recommendation 												
Action by "Other Reviewer"	<ul style="list-style-type: none"> Other Reviewer could be a Program Committee, ODOT Director, Region Manager as specific to the Program's stated approval process Review and approval of the PCR within 5 days of receipt Notify State Program Manager of PCR recommendation 												
Action by State's Program Manager	<ul style="list-style-type: none"> Review the PCR and State Contact's recommendation within 5 days of receiving them. (a) Approve the PCR or (b) forward it for consideration by the appropriate manager or an assigned Advisory/Oversight Committee according to Program's approval criteria. 												
Action by State's Program Manager	<ul style="list-style-type: none"> Notify State's Contact or ODOT Recipient of action taken Notify Local Agency of action taken Initiate IGA amendment process, if needed. 												



PROJECT CHANGE REQUEST (STATE or FEDERAL FUNDS)

Submit this form to appropriate contact (as indicated on the instruction page) to request approval to change the scope of work, schedule or budget as described in "Exhibit B" of the Intergovernmental Agreement for the Project.

Project Details

PROJECT NAME Pacific Coast NSB: Agate Beach Wayside (Newport) Project		REGION # 2	IGA # 29,099-01
RECIPIENT AGENCY (LOCAL AGENCIES) City of Newport		BRIDGE # N/A	KEY # 17940
SUBMITTED BY NAME Derrick Tokos TITLE Community Development Director AGENCY/ORG. City of Newport			
PHONE 541-574-0626	FAX 541-574-0644	E-MAIL d.tokos@newportoregon.gov	REQUEST # 2 (Revised)
Send this completed form and any attachments by email to address indicated on the instruction page.		SIGNATURE 	DATE 3/11/2016

- Program** (Identify funding Program(s))
- | | | |
|--|--|---|
| <input type="checkbox"/> Transportation Enhancement | <input type="checkbox"/> Congestion Mitigation & Air Quality | <input type="checkbox"/> Highway Bridge Program |
| <input type="checkbox"/> Safe-Routes-to-School | <input type="checkbox"/> STP Flexible | <input type="checkbox"/> Safety/ HSIP |
| <input type="checkbox"/> National Hwy Covered Bridge | <input type="checkbox"/> Bike/Pedestrian | <input type="checkbox"/> Modernization |
| <input type="checkbox"/> Operations | <input type="checkbox"/> Interstate Maintenance | <input checked="" type="checkbox"/> Other _____ |
| <input type="checkbox"/> Maintenance | | |

Type of Change (Mark all that apply)

- | | | |
|--|---|---|
| <input type="checkbox"/> Scope Change | <input checked="" type="checkbox"/> Schedule Change | <input checked="" type="checkbox"/> Budget Change |
| <input type="checkbox"/> Reduce Scope | <input checked="" type="checkbox"/> Delay a Milestone > 90 Days | <input checked="" type="checkbox"/> Total Cost Increase |
| <input type="checkbox"/> Expand Scope | <input type="checkbox"/> Delay the STIP Year | <input checked="" type="checkbox"/> Increase in State/Federal Funds |
| <input type="checkbox"/> Other Scope Changes | <input type="checkbox"/> Advance a Milestone or STIP Year | <input type="checkbox"/> Cost or Funds Reduction |

ODOT USE ONLY (PLEASE PRINT NAME)

State's Contact (LAL)	<input type="checkbox"/> Recommend approval <input type="checkbox"/> Do not recommend approval	SIGNATURE	DATE
Region Unit Manager/Program Manager	<input type="checkbox"/> Recommend approval <input type="checkbox"/> Do not recommend approval	SIGNATURE	DATE
Other Review or Recommendation	<input type="checkbox"/> Recommend approval <input type="checkbox"/> Do not recommend approval	SIGNATURE	DATE
State's Program Manager	<input type="checkbox"/> Approved	SIGNATURE	DATE

Change Request Information

Answer all questions. Provide as much detail as possible on this form. Use additional sheets if necessary.

1. Describe the change requested.
Funding has been added to the project and the project milestone dates need to be adjusted to reflect the current delivery schedule. The Term of the IGA also needs to be extended to allow for completion of the project prior to IGA expiration.

2. Why is the change required? Provide as much detail as possible. Use extra sheets if necessary.
The project was advertised in late 2015 and all bids came in well above Engineer's Estimate and the project budget lacked sufficient funds to award so all bids were rejected. The project was redesigned in an effort to reduce the cost. Project milestone dates and expiration need to be adjusted accordingly.

3. **SCOPE** – Is there a change to the scope of work? If yes, describe the change to the scope.
Some of the project elements were changes but the intent and scope of the project remain the same. The project will be delivered as originally scoped by the City of Newport and ODOT working in partnership. Yes No

4. If the change in scope affects the original intent of the Project, explain what the original considerations were and how they are changed now.
N/A

5. **SCHEDULE** – Is there a schedule change that delays a Project Milestone by more than 90 days? Yes No

6. If YES to #5, fill in the current and new requested milestone dates in the Project Milestones section below. Revision of any Milestone date will require an approved PCR and amended IGA.

7. What efforts have you made to keep the Project on schedule?
tried to find an additional \$400,000 to award project but this amount was not available.

8. **BUDGET** –
 a. Does the change increase the total cost of the Project? Yes No
 b. Does the change affect the amount of State or Federal funds requested from ODOT? Yes No

Project Phases	Current Budget	Additions/Deletions to Current Budget	Revised Budget
	\$290,000	\$70,000	\$360,000
	\$407,120	\$230,000	637,120
Totals	\$697,120	\$300,000	\$997,120

If the answer is YES for 8a or 8b, complete the above chart.

9. What is the primary factor(s) that drove up the project cost?
Project development timeline, environmental mitigation, project location, unique project items.

Project Milestones

Complete this section to request changing a milestone date from Exhibit B of the Intergovernmental Agreement.

Milestone	Description	IGA Schedule Date	Requested Date
1	Obligate Funds for Preliminary Engineering or first phase of Project	7/15/2013	7/15/2013
2	Right-of-Way Obligation	N/A	N/A
3	Obligate Funds for Construction	9/30/2015	2/26/2016
4	Project Completion (State issues Project Acceptance / 2 nd Note)	9/15/2016	7/31/2016

Additional Information (Optional)

CITY OF NEWPORT
169 SW COAST HWY
NEWPORT, OREGON 97365



phone: 541.574.0629
fax: 541.574.0644
<http://newportoregon.gov>

COAST GUARD CITY, USA

mombetsu, japan, sister city

September 3, 2015

John W. Huestis
Project Delivery Manager
Local Project Delivery Unit
ODOT Region 2
455 Airport Rd Bldg B, Room 204
Salem, OR 97301-4989

RE: Local Match Confirmation for Agate Beach Wayside Project

Dear Mr. Huestis,

Please accept this letter as confirmation that the City of Newport has appropriated sufficient funds to cover its share of the funding needed to advance the Agate Beach Wayside Project to the construction phase. On August 31, 2015, the Newport City Council appropriated \$300,000 in additional funding for the project. Attached is a certified copy of the minutes from that Council meeting. The City has \$82,424 of its original appropriation of match funds that have yet to be expended, bringing the total amount of funding that it has available for this project to \$382,424.

Pursuant to our Intergovernmental Agreement, the City expects that it will be required to deposit 110% of its share of the engineer's estimate prior to award of the construction project. It is my understanding that you estimate there to be \$326,400 in federal scenic byways grant funding available for the construction phase. The final engineer's construction estimate for the project is \$640,441, leaving a shortfall of \$314,041 that is the "city share" of the construction budget. With the additional 10%, that figure increases to \$345,445.

The City's has appropriated sufficient funds to meet its project obligations. Please feel free to include this letter in your transmittal of the final PS&E documents to the Federal Highway Administration to ensure Federal Scenic Byway funding obligation by September 14, 2015.

Sincerely,

Spencer Nebel
City Manager
City of Newport

Attachment

CERTIFICATION

STATE OF OREGON)
)
 COUNTY OF LINCOLN) ss.
)
 CITY OF NEWPORT)

I, Margaret M. Hawker, City Recorder, for the City of Newport, Lincoln County, Oregon, do hereby certify that the attached is a true and correct copy of the minutes of the August 31, 2015 Special City Council Meeting.

Witness my hand this 1st day of September, 2015.

Margaret M. Hawker

 Margaret M. Hawker, City Recorder



August 31, 2015
Noon
Newport, Oregon

The City Council of the City of Newport met in a Special Meeting, on the above date, in the Conference Room A of the Newport City Hall. On roll call, Swanson, Sawyer, Roumagoux, Allen, Engler, Busby, and Saelens were present.

Staff attending was as follows: City Manager Nebel, City Recorder Hawker, Community Development Director Tokos, Finance Director Murzynsky, City Attorney Rich, and Police Chief Miranda.

ADDITIONS TO AGENDA

It was agreed to amend the agenda to include a discussion regarding the September 8 City Council meeting agenda.

AGATE BEACH WAYSIDE IMPROVEMENT PROJECT - DISCUSSION AND POSSIBLE ACTION REGARDING FUNDING

Nebel reported that in 2011, the city and county funded a series of design charrettes to develop a concept for how the Agate Beach Wayside could be improved to better serve tourists and the local community. He stated that the information from the charrettes was used to prepare a Federal Highway Administration (FHWA) Scenic Byways Grant application, which was submitted later that year. He noted that in August of 2012, the city was informed that it received grant funding for the project in the amount of \$557,696 (later increased to \$558,576). He added that an Intergovernmental Agreement (IGA) between the city and state was executed in July of 2013. He noted that despite numerous requests from the city, the project was stalled until staff contacted state elected officials. He stated that the earlier schedule for ODOT to proceed with the work was not met, and now the city and ODOT are up to the "drop dead" deadline to commit these funds. He stated that ODOT finally initiated the process of securing a design consultant in February of 2014. He added that in September of 2014, the consulting firm OTAK was selected to design the project and prepare the bid documents. He noted that an amendment to the IGA was adopted in January of 2015. He added that the amendment pushed the deadline, for obligating federal funds, to September 30, 2015, which is the last day this can occur before the grant funds are forfeited. He stated that the amendment also established September 15, 2016 as the deadline by which construction must be completed. He noted that with the two-year delay in getting the contract initiated from the time that the grant was awarded, additional costs have been incurred by ODOT in administering this grant, and the costs for construction have increased significantly.

Nebel reported that the project components include construction of a restroom and showers at the wayside; reconfiguration of the parking area to increase the number of available spaces; reconfiguration of the wayside and US 101 access to improve public safety; construction of sidewalk along NW Circle Way (undeveloped) and NW Gilbert Way between the wayside and trail accessing the north end of Agate Beach; drainage

improvements and repair of the outfall adjacent to the Agate Beach Motel; new stairs and pathway improvements to address safety problems along the beach access trail; and the extension of NW Gilbert Way through to US 101 to provide a secondary access into the neighborhood.

Nebel reported that ODOT initiated project design on September 16, 2014 and a kickoff meeting was held September 24, 2014. He stated that staff conducted public outreach meetings on November 18, 2014 and December 18, 2014 to provide the design and a public "open house" on the final design was held on March 11, 2015. He noted that final design, permits, plans and specifications were completed earlier this month, with the final engineer's estimate being completed on August 27, 2015.

Nebel reported that the engineer's construction estimate and design expenses incurred by the state and its contractor's now put the total project cost at \$910,441. He stated that this puts the project at \$212,441 over the existing budget. He noted that pursuant to the IGA, the city is responsible for the shortfall and must demonstrate that it can cover that amount plus an additional "contingency" before the project can proceed to construction. He stated that this amounts to \$255,686 of supplemental appropriations by the city.

Nebel reported that the final design is complete and the project is ready to be submitted to the Federal Highway Administration (FHWA) so that construction funds can be obligated. He stated that because actual design costs and the engineer's construction estimate exceed the original budget, ODOT is requiring that the city confirm that it can provide the additional funds. He noted that this must be done by September 1 in order for there to be enough time for the plans to be reviewed and signed off by FHWA prior to the September 30, 2015 deadline for construction funds to be obligated. He added that the city will need to obligate \$345,445 in order to move forward with this project. He stated that this amounts to an additional \$263,021 from what is currently budgeted. He noted that the IGA between the city and state, authorizing the state to administer this federal-aid project, requires the city to cover 100% of any cost overruns attributed to ODOT, its consultants, and contractors, even though the city has not had control over the timing and oversight of this effort. He stated that the city has not, and will not, charge any staff expenses to the project.

Nebel reported that it is his opinion that this is a very important project that will eliminate neighborhood problems and enhance Newport as a tourist destination on US 101. He stated that while committing funding for the overages for this project is never fun, the loss of \$560,000 of federal funding for a project that will truly address some long standing transportation and neighborhood problems is not acceptable. He noted that staff is working with ODOT to provide a portion of these local costs. He added that staff is also working with the Surfrider Foundation for project participation that would reduce the contract costs. He stated that the Surfrider Foundation is committed to reviewing certain aspects of this project that could be done with volunteers to reduce overall costs. He stated that he believes that the city will receive some additional resources to help offset a portion of the cost overruns, but recommended that Council commit to the necessary funding in order to have ODOT proceed with the bidding for this project prior to the September 30 deadline. He noted that if this process does not go ahead on that date, the funding will be returned by ODOT to the federal government since the federal program will expire for any uncommitted funds on that date.

Busby asked about appropriating half of the needed amount to use as leverage with ODOT. Tokos reported that ODOT has given the city a “drop dead” deadline. Engler asked whether it is possible to eliminate a portion of the project. Sawyer asked whether there are other cuts that could be made. He also asked what projects would be affected by taking \$60,000 from the Transient Room Tax Fund. It was noted that no projects would be affected. Sawyer asked whether the city could sue ODOT. Allen added that the use of the Transient Room Taxes is a lost opportunity cost. It was noted that ODOT has spent \$270,000 for engineering; has created this delay; yet the city is obligated to reimburse ODOT for the engineering costs if the project does not move forward. Nebel noted that some of the increased engineering costs were due to the delay as well as FHWA requirements. Busby inquired about the financial risk if the city moves forward. Nebel noted that the risk is low due to generous projections. He also reported that the Surfrider Foundation is willing to perform some of the work on the project. Nebel stated that an additional \$80,000 appropriation will allow the project to be built, but without this additional appropriation, the city will be required to reimburse ODOT in the amount of \$270,000.

MOTION was made by Engler, seconded by Busby, to appropriate \$60,000 from the Street SDC contingency account #253-3610-98100 Wayside Project, and increase 253-3650-90402 by \$60,000, transfer to Capital Projects, and increase the transfer from the SDC Fund, 402-6110-49253 by \$60,000, and increase account \$402-6110-75200, Project #13010, which will reduce funds in the Street SDCs contingency from \$384,342 to \$324,342. Allen stated that based on the questions and answers, no one is happy, but that he is inclined to vote in support of this motion, although he has issues with ODOT. Busby agreed with Allen, and suggested that pressure be applied to ODOT. Sawyer agreed with Allen and suggested initiating a lawsuit with ODOT. The motion carried unanimously in a voice vote.

MOTION was made by Engler, seconded by Swanson, to appropriate \$60,000 from Room Tax Contingency account #230-4310-98100, and increase 230-4310-90402 by \$60,000, transfer to Capital Projects, and increase the transfer from the Room Tax Fund, 402-6110-49230 by \$60,000, and increase to the Agate Beach Wayside Project, under account #402-6110-75200, Project #13010, reducing funds in the Room Tax contingency from \$126,381 to \$66,381. Allen noted that he is voting affirmatively, but on the same basis as the previous motion. The motion carried unanimously in a voice vote.

MOTION was made by Engler, seconded by Swanson, to appropriate \$180,000 from the NW 6th Street Storm Sewer project under account #402-6110-75200, Project #13002, to the Agate Beach Wayside Project under account #402-6110-75200, Project #13010. Allen noted that he is voting affirmatively, but on the same basis as the first motion. The motion carried unanimously in a voice vote.

Sawyer thanked Charlie Plybon and the Surfrider Foundation for its willingness to help with the project. He stated that Tokos had done a good job in making sure that all interests were covered. He recommended that pressure be brought on state elected officials and ODOT for this issue. It was asked that Nebel request that ODOT waive all administrative charges on this project. A discussion also ensued regarding the Highway 101 storm sewer. Sawyer asked whether ACT money could be used for this project, and Tokos responded that it could not be used, but that he planned to submit a STIP project.

DISCUSSION REGARDING RECREATIONAL MARIJUANA AND THE POSSIBLE EARLY SALES OF RECREATIONAL MARIJUANA BY MEDICAL MARIJUANA FACILITIES

Roumagoux reported that there was a session regarding marijuana at the Coastal Economic Caucus. Nebel reported that the City Council requested a work session to better understand the issues surrounding medical marijuana dispensaries selling recreational marijuana. He stated that recreational marijuana may be sold by medical marijuana dispensaries on October 1 unless Council takes action to prohibit medical dispensaries from selling recreational marijuana. He added that in reviewing the draft rules, it appears the regulatory processes adopted by Council to deal with dispensaries will remain intact for those dispensaries that choose to sell recreational marijuana. He noted that the only potential change that Council may want to make to the code, relating to this matter, would be to change the definition of medical marijuana to clearly reflect the fact that the code provisions apply equally to recreational marijuana sold at medical marijuana dispensaries. He added that the packet contains a copy of the Oregon Administrative Rules on this issue. He stated that most of the changes affecting recreational marijuana begin on page 10 of the rules. He noted that he also included a copy of the city's medical marijuana facilities code provisions in the packet. He stated that the only potential change he is recommending would be to tweak the definition in the Newport Municipal Code related to the definition of a medical marijuana facility. He noted that the OLCC will likely implement rules for growers first; processing next; and retail last, but that all rules should be in place by the fall of 2016.

A discussion ensued regarding the code requirement to issue business licenses to businesses that are in compliance with the law. Rich suggested modifying the code to require compliance with Oregon law. Allen suggested removing reference to federal law and only refer to local and state laws. Rich noted that this would help avoid the greatest amount of problems for the city. Saelens noted that mixing medical and recreational marijuana opens a "Pandora's box," and that there are sound reasons for keeping the two separate.

Nebel reported that the state is prepared to accept cash payments from marijuana retailers. Allen asked how the new rules will mesh with the OHA rules. He asked whether the rules could be added as a part of the review process for licenses, and it was noted that this is possible. Saelens stated that he has not heard any complaints regarding medical marijuana dispensaries. He added that he is against marijuana, but the law has passed, and that he prefers to wait on the sale of recreational marijuana until the OLCC rules are issued next year. Engler asked about Lincoln City and Toledo. It was noted that Lincoln County and Waldport have approved the sale of recreational marijuana from medical marijuana dispensaries, but that Lincoln City did not. Saelens stated that the black market, in Colorado, was fueled by taxes. Allen noted that the state will collect taxes on the early sale of marijuana, and the local jurisdictions will get a portion of the taxes until the end of 2016.

Nebel stated that staff would bring two ordinances to the September 8 meeting: one banning the sale of recreational marijuana from medical marijuana dispensaries; and one that would tweak Chapter 4.20 of the Newport Municipal Code, related to medical marijuana facilities, and allowing the early sale of marijuana from medical marijuana dispensaries in the city.

Allen noted that the public will have an opportunity to comment on this issue on September 8. It was agreed to hold another public hearing on the issue of allowing the sale of recreational marijuana, from medical marijuana dispensaries, at the September 8 City Council meeting. Allen asked that any changes to the Oregon Health Authority rules, if available, be placed in the upcoming Council packet.

DISCUSSION REGARDING THE SEPTEMBER 8, 2015 CITY COUNCIL MEETING AGENDA

Busby stated that he is interested in hearing alternatives at the presentation on the dam study which is scheduled for a work session on September 8. He added that he would like to hear a discussion of alternatives without having made a decision to replace the dams. He asked whether the dams should be replaced, and recommended using empirical data to justify the replacement. Nebel noted that this will be an informational meeting, and no action will be taken until the meeting of September 21.

Nebel reported that a group had asked to make a presentation on fluoride at the regular meeting of September 8. It was noted that OLCV wants to bring a speaker from Portland, along with a local representative, to talk about fluoride. Allen asked whether these speakers wanted to express a personal opinion and desiring more than three minutes for themselves, or whether they were truly representative of a group. Nebel noted that no action will be taken at this meeting on the fluoride issue, and suggested limiting the comments to three minutes. He added that if Council wishes to hear comments on the pros and cons of fluoride, this could occur at a later date. He noted that the only decision to be made at the September 21 meeting is to determine the next step. Engler noted that anyone can submit written comments. Busby stated that the staff needs to provide input regarding the cost issue and the matter of employee health from handling, and working near, the substance. Allen agreed that it is important to make the cost and health issues known so that the public can comment on those components.

EXECUTIVE SESSION PURSUANT TO 192.660(2)(E) REGARDING REAL PROPERTY TRANSACTIONS

MOTION was made by Allen, seconded by Saelens, to enter executive session pursuant to 192.660(2)(e) to discuss real property transactions. The motion carried unanimously in a voice vote, and Council entered executive session at 1:10 P.M.

MOTION was made by Swanson, seconded by Saelens, to leave executive session, and return to the special City Council meeting. The motion carried unanimously in a voice vote, and Council returned to its special meeting at 1:48 P.M.

COUNCIL COMMENTS

A discussion ensued regarding the NW 6th Street storm sewer project, and it was noted that construction may be delayed until July 1, 2016, but that the engineering would likely be completed during this fiscal year. Nebel explained the funding.

Sawyer requested that Council receive an e-mail after Nebel's return telephone call to ODOT.

Saelens asked about the traffic flow throughout Newport on Highway 101. Nebel noted that he would discuss, with ODOT, a signalization study.

ADJOURNMENT

Having no further business, the meeting adjourned at 1:53 P.M.

Margaret M. Hawker, City Recorder

Sandra N. Roumagoux, Mayor



Oregon Department of Transportation

FACSIMILE / EMAIL SIGNATURE CERTIFICATION

To: Elizabeth Higgs, Procurement Specialist
 ODOT Procurement Office

Phone: (541)774-6331

Fax: (541)774-6349

From: Mike Peebles
 Otak, Inc

Phone: (503)415-2354 ext.

Fax: (503)415-2304

Date: February 11, 2015

Pages including this cover page: 2

Re: B31268 W4 A1

Project name: Pacific Coast NSB: Agate Beach Wayside (Newport)

I, Mike Peebles, Principal, received a complete copy of the above referenced ODOT contract document between the State of Oregon acting by and through the Department of Transportation and OTAK, Inc.. by email on *February 11, 2015*. I have signed the printed form of the above referenced electronically transmitted document without change. A copy of the document's signature page containing my signature is included with this facsimile or email transmission.

Signature:  Date: 2/11/15

WORK ORDER CONTRACT # 4 AMENDMENT # 1
PRICE AGREEMENT ("PA") # B31268

Project Name and Location: Pacific Coast NSB; Agate Beach Wayside (Newport)

This is Amendment No. 1 to Work Order Contract ("WOC") No. 4 (as amended from time to time) effective date September 16 2014, between the State of Oregon, acting by and through its Department of Transportation, hereafter called "Agency" or "ODOT", and OTAK, Inc., which the parties agree is synonymous with the term "Contractor" or "Consultant" as defined in the above referenced agreement between the parties titled "Price Agreement".

This WOC is hereby amended as follows:

[X] Additional Funds & Work - Addendum to the Statement of Work and Delivery Schedule is attached and incorporated by this reference.

[X] Other: Deleting unused Contingency Tasks

Table with 3 columns: WOC include federal funds? N [] Y [X], Federal Aid #:SB-5245(011), DBE Goal: 8.5%. Rows include MWESB Aspirational Target, A. Prior total for this WOC, B. Net amount for this Amendment, and C. Total WOC Not-to-Exceed Amount.

This WOC Amendment is effective on the date it has been signed by the Parties and all required State of Oregon approvals have been obtained. Except as amended here, or as previously amended, all other terms, conditions, and requirements of the original PA and WOC are still in full force and effect.

Certification: Any individual signing on behalf of Consultant hereby certifies under penalty of perjury:

(1) (a) Consultant and its Associates are in compliance with and have no disclosures required per the ODOT Conflict of Interest Guidelines (available at the following Internet address: http://www.oregon.gov/ODOT/CS/OPO/AE.shtml#Misc), or (b) Consultant has made all required disclosures per the ODOT Conflict of Interest Guidelines and, if determined necessary by Agency, a mitigation plan has been approved by Agency;

(2) (a) Consultant's correct taxpayer identification number is listed in the above-referenced PA or on file with Agency; (b) Consultant is not subject to backup withholding because (i) Consultant is exempt from backup withholding, (ii) Consultant has not been notified by the IRS that Consultant is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Consultant that Consultant is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Consultant, s/he has authority and knowledge regarding Consultant's payment of taxes, and to the best of her/his knowledge, Consultant is not in violation of any Oregon tax laws. For purposes of this certification, "Oregon tax laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620; (d) Consultant is an independent contractor as defined in ORS 670.600; (e) if required by 40CFR1506.5(c), Consultant has no financial or other interest in the outcome of the project; and (f) in the event that Consultant is a general partnership or joint venture, that Consultant signature(s) on this WOC constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this WOC.

CONSULTANT:

For OTAK, Inc. Signature & Title Date

LEGAL SUFFICIENCY: (Not required per 137-045-0050(2))

ODOT (Procurement Authority)

Reviewed and approved via email by Brian Nielsen on 2/10/15

ODOT (Expenditure Decision Authority)

Signature Print Name Date

WORK ORDER CONTRACT #4 AMENDMENT # 1
PRICE AGREEMENT ("PA") # B31268

Project Name and Location: Pacific Coast NSB: Agate Bench Wayside (Newport)

This is Amendment No. 1 to Work Order Contract ("WOC") No. 4 (as amended from time to time) effective date September 16 2014, between the State of Oregon, acting by and through its Department of Transportation, hereafter called "Agency" or "ODOT", and OTAK, Inc., which the parties agree is synonymous with the term "Contractor" or "Consultant" as defined in the above referenced agreement between the parties titled "Price Agreement".

This WOC is hereby amended as follows:

Additional Funds & Work - Addendum to the Statement of Work and Delivery Schedule is attached and incorporated by this reference.

Other: Deleting unused Contingency Tasks

WOC include federal funds? N <input type="checkbox"/> Y <input checked="" type="checkbox"/>	Federal Aid #: SB-5245(011)	DBE Goal: 8.5%
MWESB Aspirational Target (State-only funded and WOC will exceed \$500,000, including as amended): N/A		
A. Prior total for this WOC (including any previous amendments and contingency amounts).		\$ 258,405.91
B. Net amount for this Amendment		\$ (12,234.63)
C. Total WOC Not-to-Exceed Amount. This total includes \$19,388.90 for contingency tasks, each of which must be separately authorized by Agency.		\$ 246,171.28

This WOC Amendment is effective on the date it has been signed by the Parties and all required State of Oregon approvals have been obtained. Except as amended here, or as previously amended, all other terms, conditions, and requirements of the original PA and WOC are still in full force and effect. Consultant certifies that the representations, warranties and certifications contained in the original PA and WOC are true and correct as of the effective date of this WOC Amendment, and with the same effect as though made at the time of this Amendment. No Payment shall be made for Services that are performed before: i) the WOC Amendment effective date and ii) a Notice-To-Proceed has been issued by Agency.

Certification: Any individual signing on behalf of Consultant hereby certifies under penalty of perjury:

(1) (a) Consultant and its Associates are in compliance with and have no disclosures required per the ODOT Conflict of Interest Guidelines (available at the following internet address: <http://www.oregon.gov/ODOT/CS/OP/PAE.shtml#1111111111>), or (b) Consultant has made all required disclosures per the ODOT Conflict of Interest Guidelines and, if determined necessary by Agency, a mitigation plan has been approved by Agency;

(2) (a) Consultant's correct taxpayer identification number is listed in the above-referenced PA or on file with Agency; (b) Consultant is not subject to backup withholding because (i) Consultant is exempt from backup withholding, (ii) Consultant has not been notified by the IRS that Consultant is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Consultant that Consultant is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Consultant, s/he has authority and knowledge regarding Consultant's payment of taxes, and to the best of her/his knowledge, Consultant is not in violation of any Oregon tax laws. For purposes of this certification, "Oregon tax laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620; (d) Consultant is an independent contractor as defined in ORS 670.600; (e) If required by 40CFR1506.5(e), Consultant has no financial or other interest in the outcome of the project; and (f) In the event that Consultant is a general partnership or joint venture, that Consultant signature(s) on this WOC constitute certification(s) to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this WOC.

CONSULTANT: [Signature] PRINCIPAL 2/11/15
For OTAK, Inc. Signature & Title Date

LEGAL SUFFICIENCY: (Not required per 137-045-0050(2))

ODOT (Procurement Authority)

Signature	Print Name	Date
<u>[Signature]</u>	<u>Sonny P.A. Chickering</u>	<u>2-11-15</u>
Signature	Print Name	Date

**Addendum #1 to Statement of Work and Delivery Schedule
for
WOC #4 under PA #B31268**

Project Name: Pacific Coast NSB: Agate Beach Wayside (Newport)

Project Location: US 101 in Newport, Oregon

	City's Project Manager ("CPM")		Consultant's Project Manager ("PM")
Name:	Derrick I. Tokos, AICP	Name:	Ken Ackerman, PE
Address:	City of Newport 169 SW Coast Highway Newport, OR 97365	Address:	Otak 808 SW Third Avenue, Suite 300 Portland, OR 97204
Phone:	541-574-0626	Phone:	503-415-2378
Fax:		Fax:	503-415-2304
Email:	D.Tokos@NewportOregon.gov	Email:	Ken.ackerman@otak.com
Name:	Agency's Project Manager ("APM")	Name:	Alternate Contact for Consultant
Phone:	Michael S. Starnes, PLS Region 2 – Local Program Unit 455 Airport Road SE, Building B Salem, OR 97301-5395	Phone:	Mike Peebles, PE 503-415-2354
Fax:	503-986-6920	Email:	Mike.Peebles@otak.com
Email:	503-986-2630 Michael.s.starnes@odot.state.or.us		

AMENDMENT PURPOSE

The purpose of this WOC Amendment #1 is to extend the Project limits for environmental clearances to cover work not identified as part of the initial study (additional effort on Tasks 3.3.1 and 3.10.1) and to add a new Task 3.15 to prepare a joint permit application for impacts to wetlands that have been identified within the Project limits.

The additional study area is in the NW Circle Street right-of-way West of the Gilbert Way right-of-way. The area includes the drainage way from the outfall of the existing culvert West to the extent of the scour (approximately two-hundred fifty (250) feet West of Gilbert Way).

In addition, this Amendment deletes the following four (4) unused contingency tasks:

- C2.6.1 Property Basemap
- C2.6.4 Easement Acquisition Descriptions
- C2.6.5 Easement Sketch Maps
- C3.3.2 Archaeological Sub-Surface Probing

E. TASKS, DELIVERABLES and SCHEDULE

Task 3 Environmental Services

3.3 Archaeology

3.3.1 Archaeological Phase I Survey and Report (Additional Effort)

An additional field visit is added to cover additional area west of the Project at the location identified in the Amendment Purpose.

a. Literature Search

Consultant shall conduct research at the Oregon State Historic Preservation Office (“SHPO”), review General Land Office maps, Sanborn Fire Insurance Maps, aerial photos, and other records for known prehistoric and historical archaeological resources for the bridge replacement site. Tribal contacts and coordination will be established and conducted as appropriate by Agency.

b. Visual Archaeological Field Survey

Consultant shall conduct a visual pedestrian survey of the Project site by systematically walking the Area of Potential Impact (“API”) looking for evidence of prehistoric use and early historic use. The results of the literature search must be used by Consultant to focus the search for prehistoric and historic remains. The surveys must include all areas to be affected by the proposed Project, including any potential detours and staging areas. Areas of high and low probability for archaeological sites shall be identified during the surveys. Consultant shall monitor geotechnical borings or review available boring logs for indications of archaeological deposits in the Project area.

c. Report

Consultant shall summarize findings in an Archaeological Resources Letter Report (“Report”). The findings of the records review and field survey, description of the API, Project description and the absence or need for any further work such as site evaluation, protection measures, construction monitoring, or avoidance areas shall be addressed. Consultant shall prepare the Report in a format acceptable to Agency and SHPO.

Task 3.3.1 Consultant Deliverables & Schedule:

- I. Consultant shall submit a draft Report via email to APM and CPM, within eight (8) weeks following NTP of Amendment.
- II. Consultant shall submit two (2) hard copies and one (1) via email of the final Report to APM and CPM, within two (2) weeks following receipt of review comments.

3.10 Wetlands

3.10.1 Wetlands Field Reconnaissance and Technical Memorandum (Additional Effort)

An additional field visit is added to cover additional area west of the Project at the location identified in the Amendment Purpose.

Consultant shall conduct a field reconnaissance to identify the presence, general extent, and characteristics of any wetlands within the Project Area. Site conditions must be documented to determine the presence/absence and extent of wetland areas and waters of the state and U.S. within the Project Area. For the entire Project Area, any roadside ditches must be evaluated and flow-paths identified from the Project Area to fish-bearing receiving bodies. Field data must also be collected on existing conditions with respect to biological conditions, including ESA-listed terrestrial species. Consultant shall prepare draft and final Wetlands Technical Memorandum that presents information on the presence/absence of potential jurisdictional wetlands within the Project Area, as well as the presence/absence of streams or road-side ditches, plants and wildlife.

Task 3.10.1 Consultant Deliverables & Schedule:

- I. Draft Wetlands Reconnaissance Technical Memorandum- two (2) electronic copies (PDF and Word), within eight (8) weeks of NTP of Amendment, to APM and CPM.
- II. Final Wetlands Reconnaissance Technical Memorandum- two (2) electronic copies (PDF and Word), within fourteen (14) Calendar Days of receiving Agency Comments, to APM and CPM.

3.15 Joint Permit Application (New Task)

Consultant shall prepare Joint Permit Application (“JPA”) for submittal to the US Army Corps of Engineers. The JPA must include Project design information and document impacts to all jurisdictional waters within the Project area. The JPA must also provide a proposal for mitigation of these impacts consisting of either on-site resource enhancement or purchase of wetland credits from an approved mitigation bank.

Task 3.15 Consultant Deliverables & Schedule:

- I. Draft Joint Permit Application and one (1) electronic copy of exhibits (PDF) within four (4) weeks of NTP of Amendment, to APM and CPM.
- II. Final Joint Permit Application and one (1) electronic copy of exhibits (PDF) within fourteen (14) Calendar Days of receiving Agency Comments, to APM and CPM.

F. CONTINGENCY TASKS - RESERVED

G. ADDITIONAL PROVISIONS FOR WOCs - RESERVED

H. COMPENSATION

H.4 Total WOC Amendment Amount

	Amendment Compensation Summary Table	Amount
1. CPFF NTE Amount (not including Fixed-Fee or contingencies)	NTE Amount for allowable costs of non-contingency Services in this Amendment	N/A
2. Fixed-Fee Amount	Total of Fixed-Fee amount(s) (for CPFF only) for Services added in this Amendment	N/A
3. Fixed Price Amount	Total of Fixed Price amount(s) for Services added in this Amendment	N/A
4. T&M NTE Amount (or Travel NTE Amount)	Total for any non-contingency Services added in this Amendment	\$6,569.70
5. Price Per Unit NTE Amount	Total NTE for Price Per Unit Services added in this Amendment	N/A
6. Total non-contingency amount added by this Amendment:		\$6,569.70
7. Total for contingency tasks, if any, included in this Amendment:		\$0
8. Credits for deleted contingency and non-contingency tasks (or other unused funds), if any.	Delete unused contingency task C2.6.1 Property Basemap	(\$3,120)
	Delete unused contingency task C2.6.4 Easement Acquisition Descriptions	(\$933)
	Delete unused contingency task C2.6.5 Easement Sketch Maps	(\$825)
	Delete unused contingency task C3.3.2 Archaeological Sub-Surface Probing	(\$13,927)
9. NET AMOUNT OF AMENDMENT (line 6 plus line 7, less any credits in line 8)		-\$12,234.63

This amount includes all costs, profit, Fixed Fee amount (if any) and contingency task costs (if any).	
--	--

Net Amount for Contingencies	Amount
Amount from line 7:	\$0
Prior Amount for contingencies (\$38,193.23 from original WOC)	\$38,193.23
Credit amount for any contingency tasks deleted in this amendment or prior amendments: (\$3,120 for C2.6.1; \$933 for C2.6.4; \$825 for C2.6.5; and \$13,927 for C3.3.2)	(\$18,804.33)
10. Net contingency task amount for this WOC	\$19,388.90

H.5 Invoices

Invoice submittal requirements are unchanged from the original WOC.

H.6 Summary Report of Subcontractors Paid

Consultant shall submit (via fax, scanned and sent via e-mail, or hard copy delivery) a completed, signed "Summary Report of Subcontractors Paid" form 734-2722 to APM certifying that payment was made to all certified and non-certified subcontractors or suppliers (**required for all WOCs that include subs, regardless of funding or whether or not a DBE goal or MWESB Aspirational Target is assigned**). The form is available from the Internet at:

<http://www.odot.state.or.us/forms/odot/highway734/2722.pdf> or from the Office of Civil Rights at 503-986-4350. Submit the form when a progress or final payment has been made to each subcontractor or supplier or when any held retainage is returned to a subcontractor or supplier. Submit the form no later than the fifth day of each month following date payment was made to a subcontractor or supplier. At the completion of the WOCs, Consultant shall submit a final Summary Report of Subcontractors Paid form (marked as "FINAL REPORT") indicating the total amounts paid to all subcontractors and suppliers. APM will review the report, reconcile any discrepancies with Consultant, and forward to Region Civil Rights staff.

WOC ATTACHMENTS**BREAKDOWN OF COSTS FOR SERVICES (BOC)**

The Breakdown of Costs (BOC) dated 1/29/15 is not physically attached but incorporated into this WOC Amendment by this reference with the same force and effect as though fully set forth herein. A copy of the final BOC has been provided to Consultant prior to WOC Amendment execution.

CITY MANAGER REPORT AND RECOMMENDATIONS



Meeting Date: September 19, 2016

Agenda Item:

Scheduling the Organizational Meeting for the City Council.

Background:

Chapter VII, Elections, Section 30. Period of Terms provides: “the term of the Mayor and each Councilor Elected at a General Election begins at the first Council meeting of the year, immediately after the election, and continues until the successor qualifies and assumes the office”. At the organizational meeting, the current City Council will be seated with the current City Council approving the minutes of the last session(s) of the City Council meetings. The oath of office is then administered to incoming Council members (both re-elected and new), and the new Council will act upon a number of procedural issues prior to adjourning the meeting. The regular meeting will follow the organizational meeting. Since, New Year’s Day will fall on Sunday, January 1, by City policy, Monday, January 2, will be a holiday with City Hall being closed. Therefore, the organizational meeting would be held on Tuesday, January 3, 2017. Since this meeting has not been scheduled by the City Council, and with the unusual circumstance of New Year’s Day falling on a Sunday, I think it would be beneficial for the Council to proceed in formally scheduling this meeting.

Recommended Action:

I recommend the City Council consider the following motion:

I move to schedule the organizational meeting for the 2017-18 City Council on Tuesday, January 3, 2017, at 6 PM in the City Hall Council Chambers.

Fiscal Effects:

None.

Alternatives:

Select a different day, or as suggested by the City Council.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "S. R. Nebel".

Spencer R. Nebel

CITY MANAGER REPORT AND RECOMMENDATIONS



Meeting Date: September 19, 2016

Agenda Item:

Report on the Compliant Regarding the Sewer Line at 607 SW Woods Street in Newport

Background:

I have been in conversation with Sandra Ringo and indicated that I had not been able to complete my review of the situation to give a report to the Council at the September 19 Council meeting. I indicated that I would provide a report to her by the end of next week and this item would be scheduled for the October 3 City Council meeting. Sandra Ringo was fine with that revised schedule. Please note that we have also submitted her claim to CIS for their review of any financial damages.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "S. Nebel", is written over a light blue horizontal line.

Spencer R. Nebel

CITY MANAGER REPORT AND RECOMMENDATIONS



Meeting Date: September 19, 2016

Agenda Item:

Award of a Contract for the Newport PAC Lobby and Bathroom Remodel Project.

Background:

On August 25, two bids were received for the City of Newport Performing Arts Center Lobby and Bathroom Remodel Project. This is the next phase of the improvements planned for the Performing Arts Center. The work will include an expansion of the lobby, and will involve remodeling of the bathroom. Please note of the two bids, one was deemed non-responsive, with the low bid (and responsive bid) being Quade Commercial Construction, Corp., in the amount of \$397,828. Following the bid opening and being deemed the only responsive bidder, discussions occurred between the city, the contractor and OCCA regarding several potential modifications to reduce expenses for this work. Two deducts were agreed to, which includes the use of hardy-lap siding in lieu of hardy shingles and the elimination of the concrete patio. As a result of these negotiated changes, the award amount for this project would \$388,355.45.

Please note, that OCCA is proposing to use balance of their tourism infrastructure grant funding for this project, which amounts to \$129,718, an additional \$8,667 in tourism facility grant funds awarded by the Council for this project, with \$300,000 being appropriated at budget time in OCCA matching funds for this project. These are funds that have been raised from the successful fund raising efforts for the continued improvements to the Performing Arts Center. Furthermore, prior to executing the contract for this work, the OCCA will provide a check to the City of Newport for their share of the funding for this project.

Recommended Action:

I recommend the City Council, acting as Local Contract Review Board consider the following motion:

I move the authorization of the bid award for the Newport PAC Lobby and Bathroom Remodel Bid Award for the Newport PAC lobby and bathroom remodel project to Quade Commercial Construction, Corp., in the amount of \$388,355.45, and upon receipt of the matching funds from OCCA, and authorize the City Manager to execute the contract on behalf of the City of Newport.

Fiscal Effects:

The city is holding \$129,718 and \$8,667 in tourism infrastructure grants for the PAC. OCCA will contribute the balance of the funding to complete this work. Based on the bid, the initial amount deposited from OCCA will be \$249,970.45. Any change orders increasing costs will require additional funding from OCCA.

Alternatives:

Do not award the contract, or as suggested by the City Council.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Spencer R. Nebel". The signature is fluid and cursive, with the first name being the most prominent.

Spencer R. Nebel



Agenda Item # _____
Meeting Date 9/19/16

CITY COUNCIL AGENDA ITEM SUMMARY
City Of Newport, Oregon

Issue/Agenda Title: Contract award of the Newport PAC Lobby & Bathroom Remodel project to Quade Commercial Construction Corp.

Prepared By: TEG Dept Head Approval: TEG City Manager Approval: _____

Issue Before the Council:

Contract award of the Newport PAC Lobby & Bathroom Remodel project to Quade Commercial Construction Corp.

Staff Recommendation:

Staff recommends awarding Project No. 2015-024, Newport PAC Lobby & Bathroom Remodel project to Quade Commercial Construction Corp. in the amount of \$388,355.45.

Proposed Motion:

I move to authorize award of the Newport PAC Lobby & Bathroom Remodel project to Quade Commercial Construction Corp. in the amount of \$388,355.45 and direct the City Manager to execute the contract on behalf of the City of Newport.

Key Facts and Information Summary:

This project will expand and renovate the Newport Performing Arts Center lobby space, and increase the capacity of the women’s restroom. The lobby will be expanded by approx 465 square feet and the women’s restroom will have 3 new stalls.

Bids were opened Thursday, August 25th, 2016 at 2:00 p.m.

<i>Architect's Estimate (base bid)</i>	<i>\$300,000</i>	
<u>Contractor</u>	<u>Base Bid</u>	<u>Notes</u>
Quade Commercial Construction Corp.	\$397,828.00	
S&J Construction Inc.	\$431,910.00	Bid was non-responsive.

The apparent low responsive bidder is Quade Commercial Construction Corp. with a base bid amount of \$397,828.00.

Note that only one responsive bid was received, so a Notice of Intent to Award isn't required.

After discussions between the City, contractor, and OCCA, it was decided to award the project as follows:

Bid Item	Total Price	Add/Deduct for Award?	Award Amount	Notes
Lobby/Bathroom Remodel	\$397,828.00	N/A	\$397,828.00	Base bid
Additive Alternates				
Add/Replace old partitions in Women's Restroom	\$5,367.00	N/A		Contractor included this in their base bid
Add/Replace Concession door with Dutch Door	\$2,410.00	N/A		Contractor included this in their base bid
Deductive Alternates				
Deduct wood paneling on walls	\$4,745.00	No		
Deduct any changes in Men's Restroom	\$2,645.00	No		
Use Hardie lap siding in lieu of Hardie shingles	\$3,030.25	Yes	-\$3,030.25	
No Concrete patio, just minimum sidewalk per Code	\$6,442.30	Yes	-\$6,442.30	Will explore adding partial patio as a change order
			Total Award Amount:	\$388,355.45

Other Alternatives Considered:

None

City Council Goals:

- None

Attachment List:

- Bid Tabulation

Fiscal Notes:

Total of FY17 appropriation is \$429,718:

- \$129,718 from General Capital Projects (402-6140-49901)
 - Funded by Tourism Facilities Grant
- \$300,000 from OCCA Matching Funds (402-6140-44005)

Confirmed Bid Tabulation

Project: Newport PAC Lobby & Bathroom Remodel

Project Number: 2015-024

Bid Opening: 8/25/16

Tabulated by: Olaf Sweetman

		Confirmed 1st Low Bid: Quade Commercial Construction Corp.	Confirmed 2nd Low Bid: S&J Construction Inc.
	Bid Item	Total Price	Total Price
	Lobby/Bathroom Remodel	\$397,828.00	\$431,910.00
Additive Alternates			
1	Add/Replace old partitions in Women's Restroom	\$5,367.00	\$4,300.00
2	Add/Replace Concession door with Dutch Door	\$2,410.00	\$3,000.00
Deductive Alternates			
1	Deduct wood paneling on walls	\$4,745.00	\$9,500.00
2	Deduct any changes in Men's Restroom	\$2,645.00	\$0.00
3	Use Hardie lap siding in lieu of Hardie shingles	\$3,030.25	\$6,500.00
4	No Concrete patio, just minimum sidewalk per Code	\$6,442.30	\$7,000.00

CITY MANAGER REPORT AND RECOMMENDATIONS



Meeting Date: September 19, 2016

Agenda Item:

Authorization of Change Order No. 5 with Pavilion Construction for the Newport Aquatic Center Project

Background:

Over the course of the project, there have been a number of changes that have occurred during the construction of the pool project. The most significant item in this change order is to have the contractor purchase the various pool deck equipment. Previously, we had budgeted this as a separate item in the budget with the city acquiring this equipment. The contractor has submitted costs for doing this directly as part of the contract. \$80,934 was allocated in the Parks & Recreation budget for this equipment. The contractor has provided a cost of \$74,960.30 to acquire this equipment as part of the project. Having the contractor acquire the equipment as part of the contract will simplify this process, and improve accountability for any issues relating to the pool deck equipment for the pool project. In addition, the lockers were not part of the contract, and we believe it is advantageous to acquire the lockers through the contractor as well. The other items are generally smaller adjustments that have been made through the course of construction.

Recommended Action:

I recommend the City Council acting as the Local Contract Review Board consider the following motion:

I move approval of Change Order No. 5 in the amount of \$125,067.05 with Pavilion Construction for the Newport Aquatic Center Project.

Fiscal Effects:

The remaining available contingency for this project, including the \$80,934 that was appropriated in the Parks & Recreation Fund for various equipment for the pool, is \$151,677.00 for other unanticipated project costs. We believe that we are in reasonably good shape to get through the remainder of the project with the remaining contingency. Please note, that the addition of 26 parking spaces that were proposed for the south lawn of City Hall will need to be created as part of the overall project. The construction of these additional parking spaces is not part of the current project budget, and can utilize remaining project contingency funds, or additional funds may need to be appropriated for this purpose.

Alternatives:

None recommended

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "S. R. Nebel". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Spencer R. Nebel



STAFF REPORT
CITY COUNCIL AGENDA ITEM

Prepared by: Timothy Gross, PE, Director of Public Works/City Engineer

Title: Approval of Change Orders No 5 with Pavilion Construction for the Newport Aquatic Center Project

Recommended Motion:

I move to approve Change Order No. 5 in the amount of \$125,067.05 with Pavilion Construction for the Newport Aquatic Center Project.

Background Information:

Over the course of the Aquatic Center Project, various changes have been necessary to address construction issues.

Change Order No. 5 is a compilation of proposed change order's (PCO's) no. 5, 10, 14, 15, 16, 20, 21, 30, 32, 33, 34, and 35. Copies of these PCO's are attached that specifically describe the work included in each change. The single largest PCO is no. 15 at \$74,960.30 which shifts the responsibility to purchase the pool deck equipment (lane lines, guard chairs, etc.) from the City to the Contractor. This was done because the Contractor was able to secure significantly better pricing than the City.

Attached is a recent schedule that identified the critical path to project completion. The Contractor has indicated that they still expect the City to take possession of the building by December 24, 2015.

Fiscal Notes:

The currently appropriated revenues for the Aquatic Center in FY17 is \$5,418,384. The total overall resources committed to the project in this, and previous budget years is \$9,770,222.

Total contractual obligations to date, including these change orders, is \$9,699,479.

Appropriated Resources	\$9,770,222
Committed Expenditures	\$9,699,479
Available Resources	\$70,743

Alternatives:

N/A

Attachments:

- Change Order No. 5
- Owners Schedule
- PCO's no. 5, 10, 14, 15, 16, 20, 21, 30, 32, 33, 34, and 35



4700 SW Macadam Ave.
Tel:(503)290-5005 | Fax:(503)244-1810

Change Order #: 5
Change Order Date : 08/01/16
Contract Number: 6110- Newport Aquatic Center & City Hall

CHANGE ORDER

Project: Newport Aquatic Center
225 SE Avery Street
Newport, OR 97365

THE FOLLOWING PROPOSALS HAVE BEEN APPROVED AND CHANGES ARE TO BE MADE:

PCO	PCOItem	Contract Item	Description	Amount
5	1	500005	Labor to Install Fountain and Added Plumbing	1,035.00
5	2	500005	Material to Install Drinking Fountain	1,953.00
5	3	500005	Subcontractor OH & P	385.00
10	1	500005	VE savings for GE Panelboard	-1,034.00
14	1	500005	Provide Lockers	13,130.00
15	1	500005	Pool Deck Equipment to CFCI	74,960.30
16	1	500005	Loading Dock Bumper	642.00
20	1	500005	Door Hardware Changes Per RFP 12	780.00
20	2	500005	Door Hardware Changes Per RFP 12	288.00
21	1	500005	Scoreboard Infrastructure Per RFP14	2,396.32
30	1	500005	Seal Lower Mechanical Room Concrete	1,520.00
32	1	500005	Provide Pool Deck Cubbies	3,760.00
33	1	500005	3/4" Aggregate for Road Base	4,123.00
34	1	500005	Window Washer Sprinklers for Relite per RFP 15	1,144.49
35	1	500005	24ga Stainless Steel Footing Flashing	7,800.00
		500005	GENERAL CONDITIONS	2,337.41
		500005	PROFIT	6,801.30
		500005	OVERHEAD	779.14
		500005	BONDS	1,248.51
		500005	INSURANCE	1,017.58
Total For Change Order:				125,067.05



4700 SW Macadam Ave.
Tel:(503)290-5005 | Fax:(503)244-1810

Change Order #: 5
Change Order Date : 08/01/16
Contract Number: 6110- Newport Aquatic Center & City Hall

CHANGE ORDER

Not valid until signed by both the Owner and Architect. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was	8,220,565.00
The net change by previously authorized Change Orders was	250,034.85
The Contract Sum prior to this Change Order was	8,470,599.85
The Contract Sum will be increased by this Change Order	125,067.05
The new Contract Sum will be	8,595,666.90

The Contract Time will be unchanged

Authorized By Owner:
CITY OF NEWPORT
169 SW COAST HIGHWAY
NEWPORT, OR 97365

By: _____
Date: _____

Accepted By Contractor:
Pavilion Construction NW LLC
4700 SW Macadam Ave. Suite 200
Portland, OR 97229
Hand Signed By
By: Rob Olson
Date: September 1, 2016

Architect/Engineer:
ROBERTSON/SHERWOOD/ARCHITECTS
132 EAST BROADWAY
EUGENE, OR 97401
DocuSigned by
By: Scott Stolarczyk
Date: September 1, 2016



Pavilion Construction NW LLC
4700 SW Macadam Ave. Suite 200
Portland, OR 97239

Proposal #: 5

Newport Aquatic Pool

Date of Claim: 12 / 28 / 2015

Proposal Status: For Approval

Reference of Claim: PCO

Description of Contract Change Directive: Labor and Materials to Install Drinking Fountain per RFP 1.

Pavilion Construction NW LLC makes claim for a Contract Change Directive at Newport Aquatic Pool, 225 SE Avery Street, Newport, OR, 97365, citing non-conformance to the terms and conditions of the mutual Prime Contract with CITY OF NEWPORT, Newport Aquatic Center & City Hall respectfully request that CITY OF NEWPORT review and respond to the claim below.

Contract Compensation Adjustment Proposed:

Item:	1	Hard Cost:	Labor to Install Fountain and Added Plumbing	1,035.00
AIA Line:	220001	General Conditions:		62.10
		Contractor Profit:		51.75
		Payment and Performance Bond:		11.79
		Overhead:		30.53
		Sales Tax (local current rate in GC):		0.00

Item:	2	Hard Cost:	Material to Install Drinking Fountain	1,953.00
AIA Line:	220001	General Conditions:		117.18
		Contractor Profit:		97.65
		Payment and Performance Bond:		22.25
		Overhead:		57.61
		Sales Tax (local current rate in GC):		0.00

Item:	3	Hard Cost:	Subcontractor OH & P	385.00
AIA Line:	220001	General Conditions:		23.10
		Contractor Profit:		19.25
		Payment and Performance Bond:		4.39
		Overhead:		11.36
		Sales Tax (local current rate in GC):		0.00

Total \$ 3,881.96

Proposal shall expire on: 1/4/2016

Propose to add days: 0



Proposal #: 5

Pavilion Construction NW LLC
4700 SW Macadam Ave. Suite 200
Portland, OR 97239

Proposal Promissory Note

On this date of **12/28/2015**, in return for valuable consideration received, **CITY OF NEWPORT**, the "Owner", jointly and severally promise to pay to **Pavilion Construction NW LLC**, the "Contractor", the sum of **\$3,881.96** Dollars. This loan shall be repaid under the following terms: *Unless the proposal is incorporated into an approved Change Order accepted by the Owner, endorsed by the Architect, and recognized by the construction lender on the project as an increase to the Prime Contract 10 days have elapsed since the date signed and this Proposal has not been incorporated into a Change Order, the Promissory Note shall become immediately due payable on demand by the holder of this Note.* In the event that a payment due under this Note is not made within ten (10) days of the demand, the Borrower shall pay an additional late fee in the amount of 3% percent of said payment. All payments due under this note shall be made at 4700 SW Macadam Ave. Suite 200 Portland, OR 97239, or at such other place as the holder of this Note may designate in writing. In the event of default, the **Pavilion Construction NW LLC** agrees to pay all costs and expenses incurred by the Contractor, including all reasonable attorney fees (including both hourly and contingent attorney fees as permitted by law) for the collection of this Note upon default, and including reasonable collection charges (including, where consistent with industry practices, a collection charge set as a percentage of the outstanding balance of this Note) should collection be referred to a collection agency. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature. In the event that any portion of this Note is deemed unenforceable, all other provisions of this Note shall remain in full force and effect.

Submitted by:
Pavilion Construction NW LLC

Acknowledged by:
ROBERTSON/SHERWOOD/ARCHITECTS PC

Authorized by Signer of:
CITY OF NEWPORT

DocuSigned by:
By: [Signature] January 12, 2016 Date
Project Executive
By: [Signature] January 12, 2016 Date
Vice President/President

By: [Signature] 1-29-16 Date

By: [Signature] Date
1/29/16

PROCEED ON A TIME
AND MATERIAL BASIS
NOT-TO-EXCEED
AMOUNTS LISTED IN
THIS P.C.O.

[Signature]

Change Request

Commercial & Industrial



II-S MECHANICAL INC.
PLUMBING & HEATING

PO Box 639
Stayton, OR 97383
PH: 503-769-3738
FAX: 503-769-4374

TO: Pavilion Construction
Item Reference: RFP #1 (REVISED)

Project Name: Newport Aquatic	Reference No: 6193 (REVISED)	Change No: 1 (REVISED)	Date: 1/11/2016
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Description of Work:

Cost for labor and material to provide and install one DF-1 drinking fountain per RFP 1. Includes excavation, insulation and permit fee.

Labor 14.4 hours at \$72.13

Itemized Cost Breakdown:

Division of Work:	Sub Contractor Name:	Price:
Insulation		\$110
Excavation		\$45
II-S Mechanical, Inc. Cost:		
	Material	\$1,743
	Labor	\$1,035
	Other Expense	
	OH&P Markup	\$345
Contract Time Required:	Total Cost	\$3,278

Reply:

Accepted By: _____ Title: _____ Date: _____

REQUEST FOR PROPOSAL

Project: Newport Aquatic Center
225 SE Avery Street
Newport, OR 97365

RFP Number: 01

Date: 1 October 2015

To: Pavilion Construction
Attention: Rodney Huschka

A/E Project Number: 1419

Contract For: New Construction

From: Scott Stolarczyk, AIA
Robertson|Sherwood|Architects pc

This Request for Proposal (RFP) contains an itemized quotation for changes in the Contract Sum and/or Time in response to proposed modifications to the Contract Documents and/or based on Request for Information No:

Description of Proposed Change:

Add a drinking fountain (DF-1) to the east wall of Natatorium 150, adjacent to Door 153A as shown on the attached Drawings.

DRINKING FOUNTAIN

- A. Acceptable Manufacturers: American Standard, Acorn, Bradley, Elkay, Guardian, Halsey Taylor, Haws.
- B. Drinking Fountain (DF-1):
 - 1. Fixture: Elkay Model EZSTLDDWSK wall mounted drinking fountain without cooler; stream splitter, basin, single lever, stainless steel finish, wall hanger, bottle filler. ADA compliant.

Attachment: Revised Drawings Sheets A1.1, A1.4, P0.1, P1.1, P4.1, dated 14 August 2015

Reason For Change: State pool code requirement

Proposed Change in Contract Sum:
Proposed Change in Contract Time:

Attached is supporting information from: _____ Contractor _____ Subcontractor _____ Supplier
Copies to: _____ Owner _____ Consultants _____ Field

Signed for: Pavilion Construction

by:

Date:

Architect Recommendation for Approval: _____ Yes _____ No

Date:

Owner Authorization to Proceed and Prepare Change Order: _____ Yes _____ No

Date:



Robertson Sherwood Architects PC
 122 East Riverside, Suite 540
 Eugene, Oregon 97401
 P 541.345.4303
 www.robertsonsherwood.com

Newport Aquatic Center
 225 NE Army Street
 Newport, OR 97156

APPROVAL NO. 3
 22 JULY 2015
 14 AUGUST 2015
 14 REVISED RESPONSE

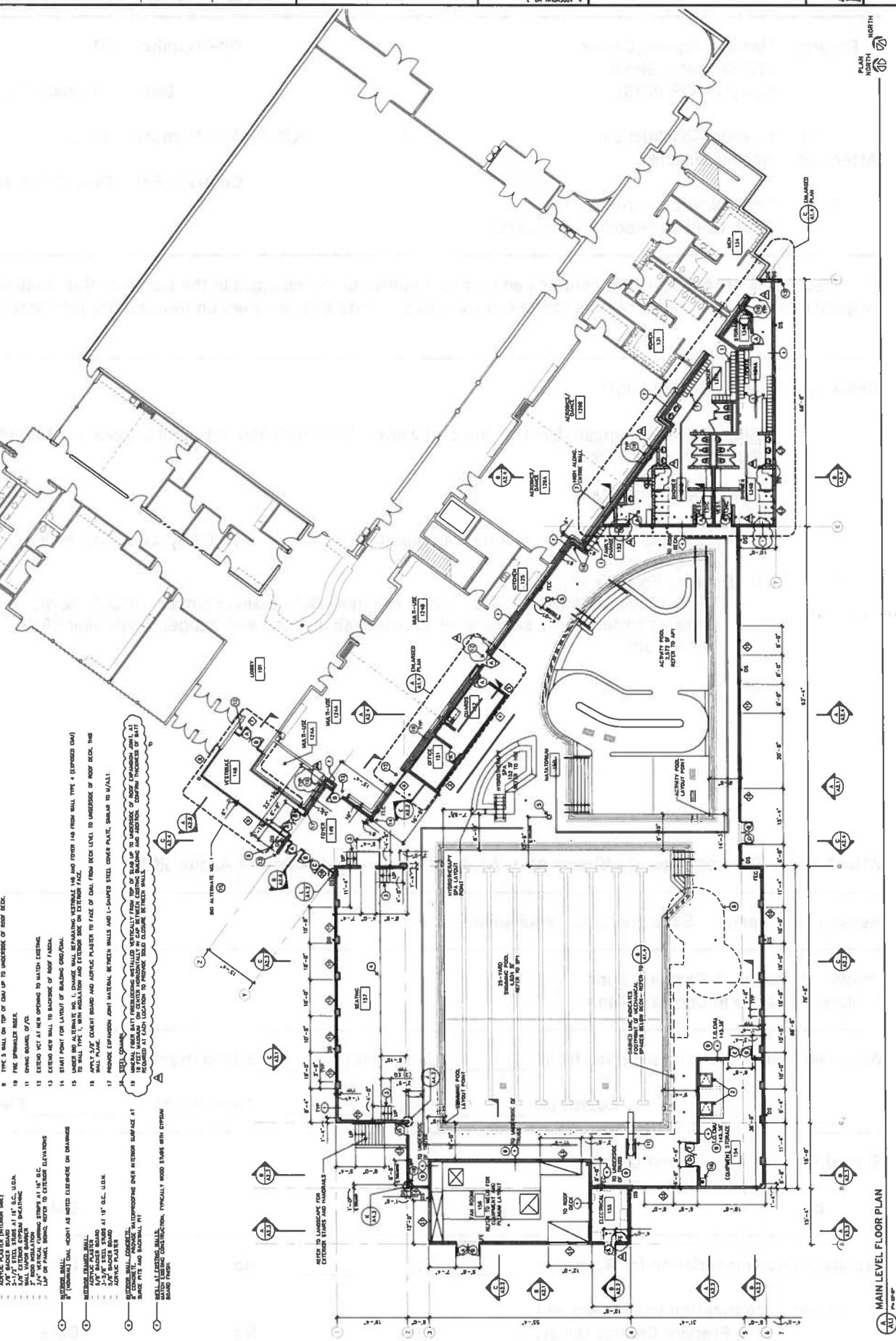
FLOOR PLAN
 SHEET NO. 53
 DATE 2015

112
 NORTH
A1.1

- GENERAL FLOOR PLAN NOTES**
1. READ EVERY ALL CONDITIONS PRIOR TO BEGINNING WORK. IMMEDIATELY NOTIFY ARCHITECT UPON DISCOVERY OF ANY DISCREPANCIES BETWEEN DRAWINGS AND FIELD CONDITIONS.
 2. VERIFY ALL DIMENSIONS TO CENTERLINE UNLESS OTHERWISE NOTED.
 3. VERIFY ALL DIMENSIONS TO FINISH FACE OF CONCRETE, OR FACE OF EXISTING STRUCTURE UNLESS OTHERWISE NOTED.
 4. VERIFY ALL DIMENSIONS TO FINISH FACE OF CONCRETE, OR FACE OF EXISTING STRUCTURE UNLESS OTHERWISE NOTED.
 5. VERIFY ALL DIMENSIONS TO FINISH FACE OF CONCRETE, OR FACE OF EXISTING STRUCTURE UNLESS OTHERWISE NOTED.
 6. VERIFY ALL DIMENSIONS TO FINISH FACE OF CONCRETE, OR FACE OF EXISTING STRUCTURE UNLESS OTHERWISE NOTED.
 7. VERIFY ALL DIMENSIONS TO FINISH FACE OF CONCRETE, OR FACE OF EXISTING STRUCTURE UNLESS OTHERWISE NOTED.

- KEYED FLOOR PLAN NOTES**
1. CONCRETE FLOOR TO BE 4" THICK WITH 1" REINFORCING BARS.
 2. FLOOR FINISH TO BE 1/2" POLISHED CONCRETE.
 3. HORIZONTAL AT EACH END OF WALL. REFER TO 1/4.1.1.
 4. CENTER OF FINISH FLOOR TO BE 1/4" FROM CENTER OF WALL.
 5. CONCRETE ENCASED STEEL COLUMN. REFER TO STRUCTURAL. CENTER COLUMN ON THE INSIDE OF THE EXISTING TRUCKS.
 6. ADD NEW CONCRETE IN EXISTING OUTER ADJACENT TO EXISTING CONCRETE.
 7. INSTALL GLAZING FLM ON INTERIOR FACE OF GLAZING ALONG DRIVE WALL.
 8. INSTALL FINISH SLIDE TRIMER.
 9. TYPE 3 WALL ON TOP OF CMU UP TO UNDERSIDE OF ROOF DECK.
 10. TYPE 3 WALL ON TOP OF CMU UP TO UNDERSIDE OF ROOF DECK.
 11. FINISH SPANWALL, 1/2" GYPSUM BOARD, 1/2" GYPSUM BOARD, 1/2" GYPSUM BOARD.
 12. EXTEND VET AT NEW OPENING TO MATCH EXISTING.
 13. EXTEND NEW WALL TO BACKSIDE OF ROOF FASION.
 14. START POINT FOR LAYOUT OF BUILDING ENVELOPE.
 15. VERIFY OR ALTERNATE NO. 1, CHANGE WALL SEPARATING VESTIBULE 148 AND FLOOR 148 FROM WALL TYPE 4 (EXPOSED CMU) TO WALL TYPE 1, WITH INSULATION AND EXTERIOR SIDE ON EXTERIOR FACE.
 16. WALL TYPE 1, WITH INSULATION AND EXTERIOR SIDE ON EXTERIOR FACE.
 17. PROVIDE EXPANSION JOINT MATERIAL BETWEEN WALLS AND L-SHAPED STEEL COVER PLATE. SIMILAR TO M/A.1.1.
 18. STEEL COVER PLATE.
 19. METAL FIBER BATT INSULATION INSTALLED VERTICALLY FROM TOP OF SLAB UP TO UNDERSIDE OF ROOF DECK. REFER TO STRUCTURAL. PROVIDE INSULATION BETWEEN WALLS AND JUSTICE. COMPARE THICKNESS OF BATT TO WALL TYPE 1. PROVIDE INSULATION BETWEEN WALLS AND JUSTICE. COMPARE THICKNESS OF BATT TO WALL TYPE 1.

- WALL SCHEDULE**
1. EXTERIOR WALL, 12" CMU, 1/2" GYPSUM BOARD, 1/2" GYPSUM BOARD, 1/2" GYPSUM BOARD.
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 99. EXTERIOR WALL, 12" CMU, 1/2" GYPSUM BOARD, 1/2" GYPSUM BOARD, 1/2" GYPSUM BOARD.
 100. EXTERIOR WALL, 12" CMU, 1/2" GYPSUM BOARD, 1/2" GYPSUM BOARD, 1/2" GYPSUM BOARD.



MAIN LEVEL FLOOR PLAN
 NORTH
 PLAN NORTH NORTH
 2015 Robertson | Sherwood | Architects PC



Pavilion Construction NW LLC
4700 SW Macadam Ave. Suite 200
Portland, OR 97239

Proposal #: 10

Newport Aquatic Pool

Date of Claim:

Proposal Status: Pending

Reference of Claim: P00

Description of Contract Change Directive: Savings for using GE model Panelboard in place of specified model.

Pavilion Construction NW LLC makes claim for a Contract Change Directive at Newport Aquatic Pool, 225 SE Avery Street, Newport, OR, 97365, citing non-conformance to the terms and conditions of the mutual Prime Contract with CITY OF NEWPORT, Newport Aquatic Center & City Hall respectfully request that CITY OF NEWPORT review and respond to the claim below.

Contract Compensation Adjustment Proposed:

Table with 3 columns: Item/AIA Line, Description, and Amount. Includes rows for Hard Cost, General Conditions, Contractor Profit, Payment and Performance Bond, Overhead, and Sales Tax.

Total \$ -1,034.00

Proposal shall expire on:

Propose to add days: 0

Proposal Promissory Note

On this date of, in return for valuable consideration received, CITY OF NEWPORT, the "Owner", jointly and severally promise to pay to Pavilion Construction NW LLC, the "Contractor", the sum of \$-1,034.00 Dollars. This loan shall be repaid under the following terms: 1. When the proposal is incorporated into an approved Change Order accepted by the Owner, endorsed by the Architect, and recognized by the construction lender on the project as an increase to the Prime Contract. 2. If, 60 days have elapsed since the date signed and this Proposal has not been incorporated into a Change Order, the Promissory Note shall become immediately due payable on demand by the holder of this Note.

Submitted by: Pavilion Construction NW LLC

Acknowledged by: ROBERTSON/SHERWOOD/ARCHITECTS PC

Authorized by Signer of: CITY OF NEWPORT

By: [Signature] February 11, 2016
By: Rob Olson February 11, 2016

By: [Signature] 2/18/16

By: [Signature] 2/16/16

Potential Change Order / Proposal Itemized Breakdown

Date: 2/8/2016

PCO #: 10



RFI # _____
 ASI / CCD # _____
 Owner Request Deduct for GE Panelboard

Cost of Work attributable to the Change

CONTRACT SUM/TIME ADJUSTMENT		QTY	Unit	Unit Cost	Subtotal
DETAILED NARRATIVE OF THE TIME IMPACT AND HISTORY OF PROVIDED DIRECTION					
Subcontract proposed a GE brand Panelboard instead of Brand Specified for a savings of \$1,034.00 to thw Owner. City of Newport accepted the substitution and approved the submittal and deduct in cost.					
(Subcontractor) Quantities and Unit Costs of Materials and Labor, labor burden and OH&P					
Deduct for GE Panelboard	1	LS	1,304.00	1,304.00	
		LS		0.00	
		LS		0.00	
		LS		0.00	
		LS		0.00	
		LS		0.00	
		LS		0.00	
		LS		0.00	
(General Contractor)General Conditions Site Operations Cost for increasing contracted scope of work					
GC Project Manager		HR	110.00	0.00	
GC Superintendent		HR	95.00	0.00	
GC Project Engineer		HR	65.00	0.00	
GC Contract Administrator		HR	65.00	0.00	
GC Estimator		HR	85.00	0.00	
GC Executive Overhead		HR	150.00	0.00	
GC provided equipment					
Construction Trailer		LS		0.00	
Site Fencing		LS		0.00	
Storage Containers		LS		0.00	
Forklift		LS		0.00	
Trash services		LS		0.00	
Toilet services		LS		0.00	
Internet services		LS		0.00	
Temp heat					
Quantities and Unit Costs of Insurance and use tax					
GC General Liability Premium	0.006	%			

HARD COST OF WORK ATTRIBUTABLE TO THE CHANGE: DS \$1,034.00

February 11, 2016

SUBSTITUTION REQUEST FORM – 01 60 01

SUBSTITUTION REQUEST FORM

TO: Robertson/Sherwood/Architect pc
132 East Broadway - Suite 540
Eugene, Oregon 97401

PROJECT: Newport Aquatic Center
225 SE Avery Street
Newport, Oregon

SPECIFIED ITEM: 26 24 16
Section Paragraph Description

The undersigned requests consideration of the following:

PROPOSED SUBSTITUTION: Propose a GE product for a cost saving of \$1,034.00

Attached data includes product descriptions, specifications, drawings, photographs, performance and test data adequate for evaluation of request including identification of applicable data portions.

Attached data also includes description of changes to Contract Documents and proposed substitution requires for proper installation.

The undersigned certifies following items, unless modified by attachments, are correct:

1. Proposed substitution does not affect dimensions shown on drawings.
2. Undersigned pays for changes to building design, including engineering design, detailing, and construction costs caused by proposed substitution.
3. Proposed substitution has no adverse effect on other trades, construction schedule, or specified warranty requirements.
4. Maintenance and service parts available locally or readily obtainable for proposed substitution.

Undersigned further certifies function, appearance, and quality of proposed substitution are equivalent to or superior to specified item.

<p>Submitted by: <u>Reese Electric</u></p> <p>Signature: <u>See Attached Submittal</u></p> <p>Firm: _____</p> <p>Address: _____</p> <p>Date: _____</p> <p>Tel: _____ Fax: _____</p> <p>Attachments: _____</p>	<p>For use by Architect:</p> <p><input type="checkbox"/> Approved <input type="checkbox"/> Approved as noted.</p> <p><input type="checkbox"/> Not Approved <input type="checkbox"/> Received too late</p> <p>By: _____</p> <p>Date: _____</p> <p>For use by Owner's Representative:</p> <p><input type="checkbox"/> Approved <input type="checkbox"/> Approved as noted.</p> <p><input type="checkbox"/> Not Approved <input type="checkbox"/> Received too late</p> <p>By: _____</p> <p>Date: _____</p>
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Pavilion Construction NW LLC
 4700 SW Macadam Ave. Suite 200
 Portland, OR 97239

Proposal #: 14

Newport Aquatic Center

Date of Claim: **3/3/2016**
 Proposal Status: **Open**
 Reference of Claim: **PCO**

Description of Contract Change Directive: **Change lockers at Locker Rm 131A and Locker Rm 134A from Owner-Furnished/Contractor Installed to Contractor Furnished/Contractor Installed.**

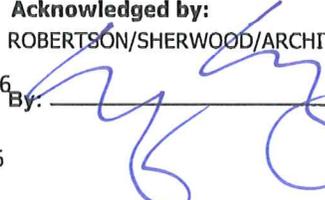
Pavilion Construction NW LLC makes claim for a Contract Change Directive at Newport Aquatic Center, 225 SE Avery Street, Newport, OR, 97365; citing non-conformance to the terms and conditions of the mutual Prime Contract with CITY OF NEWPORT, Newport Aquatic Center & City Hall respectfully request that CITY OF NEWPORT review and respond to the claim below.

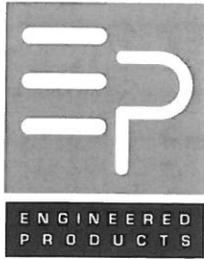
Contract Compensation Adjustment Proposed:

Item:	1	Hard Cost:	Provide Lockers	13,130.00
AIA Line:		General Conditions:		787.80
		Contractor Profit:		787.80
		Payment and Performance Bond:		150.86
		Overhead:		262.60
		Insurance:		118.17
Total				\$ 15,237.23
Propose to add days:				0
Proposal shall expire on: 3/3/2016				

Proposal Promissory Note

On this date of **3/3/2016**, in return for valuable consideration received, **CITY OF NEWPORT**, the "Owner", jointly and severally promise to pay to **Pavilion Construction NW LLC**, the "Contractor", the sum of **\$15,237.23** Dollars. This loan shall be repaid under the following terms: 1. When the proposal is incorporated into an approved Change Order accepted by the Owner, endorsed by the Architect, and recognized by the construction lender on the project as an increase to the Prime Contract. 2. If, 60 days have elapsed since the date signed and this Proposal has not been incorporated into a Change Order, the Promissory Note shall become immediately due payable on demand by the holder of this Note. In the event that a payment due under this Note is not made within ten (10) days of the demand, the Borrower shall pay an additional late fee in the amount of 3% percent of said payment. All payments due under this note shall be made at 4700 SW Macadam Ave, Suite 200 Portland, OR 97239, or at such other place as the holder of this Note may designate in writing. In the event of default, the **Pavilion Construction NW LLC** agrees to pay all costs and expenses incurred by the Contractor, including all reasonable attorney fees (including both hourly and contingent attorney fees as permitted by law) for the collection of this Note upon default, and including reasonable collection charges (including, where consistent with industry practices, a collection charge set as a percentage of the outstanding balance of this Note) should collection be referred to a collection agency. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature. In the event that any portion of this Note is deemed unenforceable, all other provisions of this Note shall remain in full force and effect. All terms and conditions of this Note shall be interpreted under the laws of **OR**.

Submitted by: Pavilion Construction NW LLC DocuSigned by:	Acknowledged by: ROBERTSON/SHERWOOD/ARCHITECTS PC	Authorized by Signer of: CITY OF NEWPORT
By:  March 8, 2016 Project Director Date	By:  3-9-16 Date	By:  3/9/16 Date
By: Rob Olson March 8, 2016 Vice President/President Date		



Engineered Products, A Pape Company

7000 SW Sandburg St.
Portland, OR 97223

Tel: (503) 350-3221
fax: (503) 350-3232
e-mail: thannibal@eppape.com

Washington Contractor License: ENGINPC931CO
Oregon Contractors License: #174426
Federal ID#22-3949676

Quotation:

Date: 2/25/16

To: PAVILION CONSTRUCTION
Attn: Owen Blakesley

From: Tom Hannibal

RE: Newport Aquatic Center
Newport, OR

Page 1 of 2

We propose to furnish the equipment and or services described below based on acceptance of our General Terms and Conditions contained on the second page of this quote.
Section 10 51 00 LOCKERS

- Manufacturer: Penco Products, Inc., APPROVED MANUFACTURER
- Style: Heavy duty ventilated lockers. Invincible II. Recess handle, Single tier
4 high box: door pull, no lock bar. 14 ga. door and 16 ga. body parts, except back 18 ga.
Knock down construction. Field assembled with rivets.
- Size: Single tier: 12"w x 18"d x 60"h. 4 high box: 12"w x 18"d x 15/60"h
- ADA: 8 ea. in single tier with ADA sticker
- Door: Diamond perforations
- Sides: Diamond perforations. Except end of rows are solid ends
- End Panels: 16 ga. box, no exposed nuts or bolts
- Base: 16" base by others
- Tops: Slope hood, 16 ga.
- Coat Rods: Only in single tier
- Steel: Electro-galvanized
- Color: Exterior and Interior: Penco standard colors
- Finish: Powder Coat**
- # Plates: 1 up per room unless otherwise specified
- Fillers: As needed
- Benches: By others
- Quantity: Room 134A: 15 frames single tier. 13 frames 4H box
Room 131A: 15 frames single tier. 13 frames 4H box

Furnish and Install: \$15,630.00

FOB: Destination, tailgate. Unloading by others.

Delivery: 9-10 weeks upon receipt of returned and approved submittals

Note: This bid does not include the benches.

EXCEPTIONS AND CLARIFICATIONS. Any specification referencing factory assembled or all welded lockers does not apply. Bidding as approved Invincible II, knock-down type

Storage and Material Handling Specialists



General Terms and Conditions

1. Pricing Limitations. Newport Aquatic Center Date:2/25/16 Page 2/2
 - a. Purchaser should be aware that steel and other commodity prices are currently very volatile. As such this pricing is valid thru 12/31/16
 - b. Pricing is based on a free and clear work area at ambient temperatures. Any delays due to other trades, obstructions, or unfavorable jobsite conditions including compressing installation schedule may result in additional labor charges.
 - c. Above pricing is based on installation by nonunion labor. Prevailing wages and BOLI bond are included, if applicable.
 - d. Pricing is based on installation being done in one phase.
 - e. Working hours approximately 7:00 AM to 5:00 PM, Monday thru Friday.
 - f. Estimated completion by 12/31/16.
 - g. Changes in "as built" conditions may change designs as detailed within quote and drawings. Changes and/or field modifications to design may result in additional cost. No credit will be provided to Purchaser for related surplus materials. Changes to the scope of the project may result in changes in unit prices.
 - h. Changes to design necessitated by permit authorities or others may result in additional cost. Seller recommends submitting for permits prior to release of materials to minimize cost associated with changes to design required by permit authorities.
 - i. The above price excludes any applicable bonding requirement unless otherwise agreed. Bonds required by the customer will be an additional cost to the contract.
 - j. Seller's bid price is conditioned on the understanding that the work set forth is based on the specifications only. As such, should a conflict exist between the specifications and the drawings, the specifications shall take precedent unless noted otherwise. Seller does not assume responsibility for errors in submittal review and approval by general contractor or its agents.
2. Payment Terms.
 - a. All prices are in U.S. Dollars. Net 15 days.
 - b. Purchaser must pay a late charge of 1½ percent per month of the unpaid balance. Title of all merchandise supplied will remain with the Seller until paid in full by Purchaser.
 - c. Credit Card Payments: Maximum transaction is \$5,000.00.
3. Retention: No retention will be held by Purchaser on "Materials Only" contracts and Purchase Orders. All other contracts: Retention balances of less than \$500.00 will be paid 30 days following completion of Seller's scope of work. Retention balances exceeding \$500.00 will be paid in accordance with contract documentation.
4. Items Excluded.
 - a. Unless otherwise noted the following shall be by others: Preparation of sites, removal of all obstructions to accept equipment, and cutting, patching and painting, electrical work including wiring to controls.
 - b. Sprinklers if required are excluded unless stated otherwise.
 - c. Fire abatement consultancy if required is excluded unless stated otherwise.
 - d. Emergency egress lighting and associated signage is excluded unless stated otherwise.
 - e. Special inspection fees (anchoring) are excluded unless stated otherwise.
5. Items Included.
 - a. All lift equipment required for installation is included unless stated otherwise.
 - b. Freight to job site is included unless stated otherwise.
6. Purchaser's Responsibilities.
 - a. Secure onsite covered storage to be provided by the Purchaser. Purchaser is responsible for damage to the finish of products caused by exterior storage of goods.
 - b. Unloading of the material is the responsibility of general contractor.
 - c. Wiping down and cleaning construction dust from products after field assembly is excluded and is the responsibility of the contractor
 - d. A waste dumpster for packaging materials is to be provided by contractor at no cost to Seller.
 - e. Seismic engineering and calculations, permits, licenses, and interpretation of building are the responsibility of the Purchaser unless expressly included.
7. Shipment Delays. The named shipment date is approximate and the Seller assumes no liability for damage due to delay in shipment or delivery including, but not by way of limitation, delays caused by acts of God, labor disputes, delays of carriers, delays of suppliers, or by other conditions beyond Seller's reasonable control.
8. Insurance.
 - a. Seller's bid is based on the insurance limits as detailed below: Commercial General Liability: Bodily Injury/Property Damage/Personal Injury: \$1,000,000.00 each occurrence, total aggregate \$2,000,000.00. Product Completed Operations Aggregate Limit: \$2,000,000.00. Excess/Umbrella Liability: \$10,000,000.00 per occurrence, \$10,000,000.00 aggregate. Certificates of insurance with a blanket additional insured endorsement will be provided at no additional cost. Additional liability limits and other additional endorsements are excluded from Seller's bid.
 - b. Insurance for Seller's subcontractors will be limited to \$1,000,000.00 of liability coverage per occurrence with \$1,000,000.00 of General Aggregate Liability Coverage.
 - c. Contracts that require specific insurance certificate language must be reviewed and accepted by Seller's Commercial General Liability Insurance provider. Seller makes no representation that Seller's insurance provider will accept language required by the general contractor. Specific certificate language will be mutually negotiated prior to Seller's acceptance of the contract.
 - d. Acceptance of contractor provided or owner provided insurance by Seller is subject to Seller's review of the proposed policies/coverage. Reduction in sales price will not be made if Seller's insurance is not required.
9. WA State Sales Tax: WA State Sales Tax is additional unless Purchaser provides a valid exemption certificate.
10. Governing Law. All orders will be governed by the laws of the State of Oregon.
11. Attorneys' Fees. In the event suit or action is instituted against Purchaser on account of or in connection with this order, Purchaser agrees to pay, in addition to the costs and disbursements provided by law, such sum as the court may award as reasonable attorneys' fees in both the trial and appellate courts.
12. Warranties. Any warranties for material supplied according to the terms herein are strictly given by the manufacturer only. Copies of the manufacturer's warranty will be provided by Seller. Seller warrants the labor performed according to the terms herein to be free from defects in workmanship for a period of one year from the date the work was completed. If a defect in workmanship is found within the one year Seller will correct the defect at no cost to Purchaser. THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO SELLER PROVIDING LABOR AND MATERIALS TO CORRECT THE DEFECT.
13. Limitation of Damages: SELLER SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL, ECONOMIC, CONSEQUENTIAL, OR OTHER DAMAGES. Any contract provision that obligates Seller for such damages including, but not limited to, loss of use of productive facilities or equipment, lost profits, property damage or lost production, whether suffered by Purchaser or third party, irrespective of whether claims or actions for such damages are based upon contract, warranty, tort (including negligence), strict liability or otherwise will be limited to the total bid amount up to a maximum of \$5,000.00.
14. Miscellaneous.
 - a. All orders are subject to credit approval.
 - b. Orders may not be cancelled unless approved in writing by Seller, and in the event of such agreement, the cancellation is subject to reasonable cancellation charges.
 - c. Seller reserves the right to utilize third party subcontract installation contractors.
 - d. Manufacturers typically supply surplus parts on a project. Additional parts will be disposed of by Seller and no credit will be due Purchaser.
 - e. The Purchaser agrees that should a contract be issued to the Seller this quotation or its terms and conditions as detailed within shall be binding on the contract and that in the event of a conflict the terms of this tender shall take precedent.
 - f. Seller acknowledges receipt of Addenda
15. Condition Precedent: In the event that Seller agrees to a Condition Precedent obligation, the specific language of a Condition Precedent provision will be mutually negotiated and limited solely to Seller's assumption of credit risk and will specifically exclude any assumption of risk associated with a dispute between the owner and general contractor that is outside of Seller's scope of work. General contractor agrees to supply Seller with its complete financial review of the owner's financial condition and assessment of credit worthiness as necessary to support a Condition Precedent obligation. Contractor agrees to waive any Condition Precedent obligation in absence of providing such documentation.
16. Entire Agreement. The foregoing and any addendum shall constitute the complete and exclusive agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, guarantees, or obligations whatsoever, either expressed or implied, other than as herein set forth or provided for shall be binding on either party.

PURCHASER'S INITIALS

REQUEST FOR PROPOSAL

Project: Newport Aquatic Center
225 SE Avery Street
Newport, OR 97365

RFP Number: 09

Date: 18 February 2016

To: Pavilion Construction
Attention: Rodney Huschka

A/E Project Number: 1419

Contract For: New Construction

From: Scott Stolarczyk, AIA
Robertson|Sherwood|Architects pc

This Request for Proposal (RFP) contains an itemized quotation for changes in the Contract Sum and/or Time in response to proposed modifications to the Contract Documents and/or based on Request for Information No:

Description of Proposed Change:

Refer to the attached revised Drawings and new specification section:

1. Change lockers at Locker 131A and Locker 134A from Owner-Furnished/Contractor Installed to Contractor Furnished/Contractor Installed.
2. Change layout of lockers, CMU bases, and benches as shown.
3. Delete the lockers and CMU base from Natatorium 151A. (Note: A different cubby layout for the natatorium will be issued in a future RFP.)

Attachment: Sheets A1.1, A1.4, and A3.1, revised 17 February 2016; Section 10 51 00

Reason For Change: Owner request

Proposed Change in Contract Sum:
Proposed Change in Contract Time:

Attached is supporting information from: _____ Contractor _____ Subcontractor _____ Supplier
 Copies to: _____ Owner _____ Consultants _____ Field

Signed for: Pavilion Construction

by:

Date:

Architect Recommendation for Approval: _____ Yes _____ No

Date:

Owner Authorization to Proceed and Prepare Change Order: _____ Yes _____ No

Date:

LOCKERS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Metal lockers.

1.02 RELATED REQUIREMENTS

- A. Section 04 27 31 - Reinforced Unit Masonry: Masonry base construction.

1.03 REFERENCE STANDARDS

- A. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2015.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's published data on locker construction, sizes and accessories.
- C. Shop Drawings: Indicate locker plan layout, numbering plan.
- D. Samples: Submit two samples 4 by 4 inches in size, of each color scheduled.
- E. Manufacturer's Installation Instructions: Indicate component installation assembly.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Protect locker finish and adjacent surfaces from damage.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Metal Lockers:
 - 1. Penco Products, Inc; Invincible II: www.pencoproducts.com.
 - 2. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 LOCKER APPLICATIONS

- A. Athletic Lockers: Single tier and 4 tier configurations metal lockers, wall mounted for base indicated on drawings, knocked-down type.
 - 1. Width: 12 inches.
 - 2. Depth: 18 inches.
 - 3. Height: 60 inches.
 - 4. Fittings: Hat shelf, 2 coat hooks at single-tier units.
 - 5. Locking: Padlock hasps, for padlocks provided by Owner.
 - 6. Provide sloped top.

2.03 METAL LOCKERS

- A. Lockers: Factory assembled, made of formed sheet steel, ASTM A653/A653M SS Grade 33/230, with G60/Z180 coating, stretcher leveled; metal edges finished smooth without burrs; baked enamel finished inside and out.
 - 1. Where ends or sides are exposed, provide flush panel closures.
 - 2. Provide filler strips where indicated, securely attached to lockers.
 - 3. Color: To be selected by Architect; allow for contrasting colors for locker bodies and doors.
- B. Locker Body: Formed and flanged; with steel stiffener ribs; electric spot welded.
 - 1. Body and Shelves: 16 gage, 0.0598 inch.
 - 2. Backs: 18 gage, 0.048 inch.
 - 3. Base: 18 gage, 0.048 inch.
 - 4. Metal Base Height: 4 inch.

- C. Frames: Formed channel shape, welded and ground flush, welded to body, resilient gaskets and latching for quiet operation.
 - 1. Door Frame: 16 gage, 0.0598 inch, minimum.
- D. Doors: Hollow channel edge construction, 1-3/16 inch thick; welded construction, channel reinforced top and bottom with intermediate stiffener ribs, grind and finish edges smooth.
 - 1. Door Outer Face: 14 gage, 0.075 inch, minimum.
 - 2. Form recess for operating handle and locking device; multi-point latch.
 - 3. Provide diamond shaped punched openings in door face for ventilation.
- E. Hinges: Two for doors under 42 inches high; three for doors over 42 inches high; weld securely to locker body and door.
 - 1. Hinge Thickness: 14 gage, 0.0747 inch.
- F. Sloped Top: 16 gage, 0.0598 inch, with closed ends.
- G. Coat Hooks: Stainless steel or zinc-plated steel.
- H. Number Plates: Provide oval shaped brass plates. Form numbers 1 inch high of block font style with ADA designation, in contrasting color.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that prepared bases are in correct position and configuration.
- B. Verify bases are properly sized.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install lockers plumb and square.
- C. Place and secure on prepared base.
- D. Secure lockers with anchor devices to suit substrate materials. Minimum Pullout Force: 100 lb.
- E. Bolt adjoining locker units together to provide rigid installation.
- F. Install end panels, filler panels, and sloped tops.
- G. Install accessories.
- H. Replace components that do not operate smoothly.

3.03 CLEANING

- A. Clean locker interiors and exterior surfaces.

END OF SECTION

WALL SCHEDULE

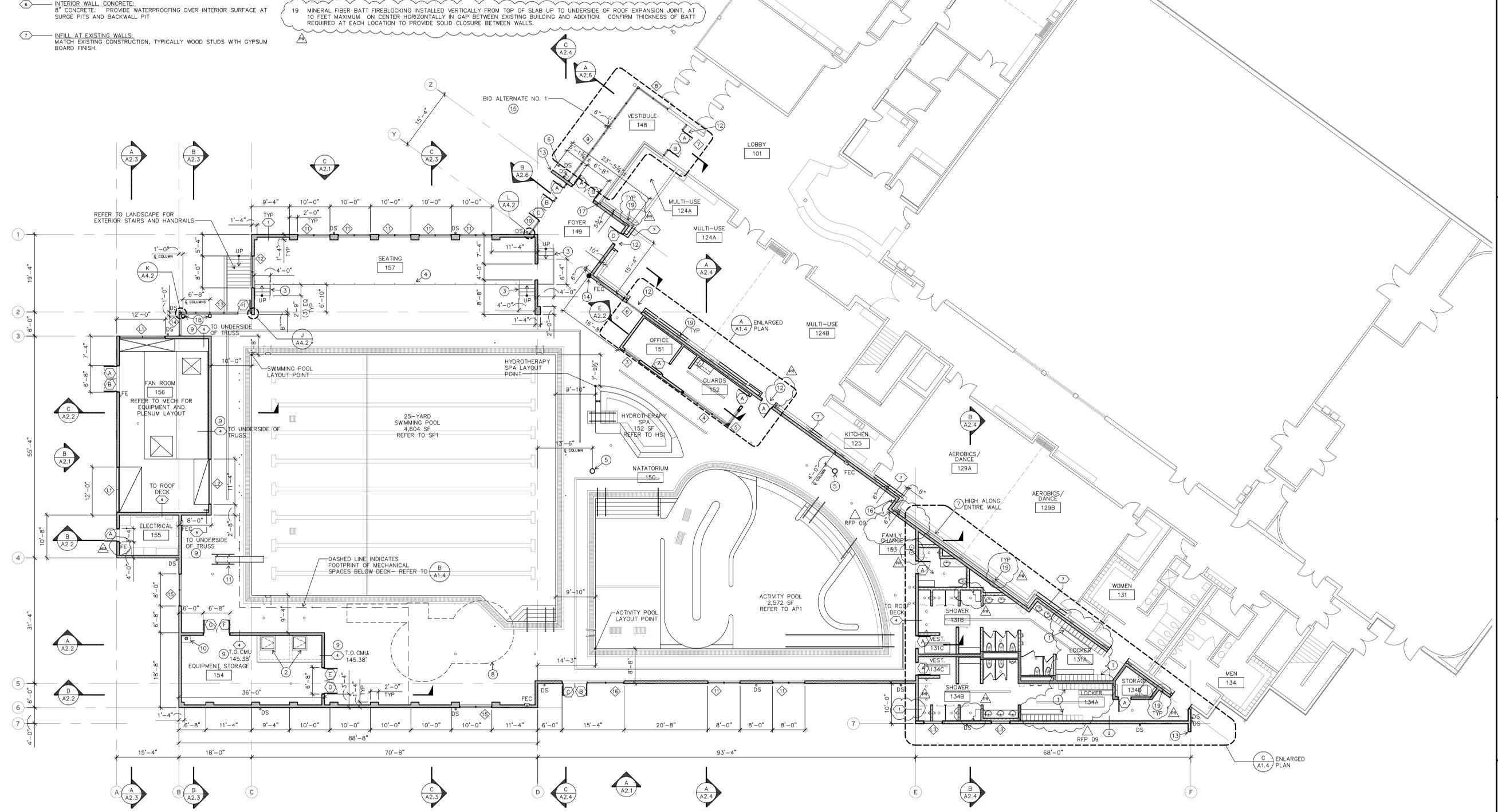
- 1 TYPICAL ABOVE-GRADE EXTERIOR WALL:
 - 8" (NOMINAL) CMU, FULLY GROUTED (7-5/8" CONCRETE AT SIM)
 - WALL VAPOR BARRIER
 - 3/4" RIGID INSULATION
 - 3/4" VERTICAL FURRING STRIPS AT 16" O.C.
 - LAP OR PANEL SIDING; REFER TO EXTERIOR ELEVATIONS
- 2 TYPICAL BELOW-GRADE EXTERIOR WALL:
 - 7-5/8" CONCRETE
 - WALL VAPOR BARRIER
 - 2" BELOW-GRADE RIGID INSULATION
 - SHEET WATERPROOFING
- 3 EXTERIOR FRAMED WALL:
 - ACRYLIC PLASTER (INTERIOR SIDE)
 - 5/8" BACKER BOARD
 - 5-1/2" STEEL STUDS AT 16" O.C., U.O.N.
 - 5/8" EXTERIOR GYPSUM SHEATHING
 - WALL VAPOR BARRIER
 - 2" RIGID INSULATION
 - 3/4" VERTICAL FURRING STRIPS AT 16" O.C.
 - LAP OR PANEL SIDING; REFER TO EXTERIOR ELEVATIONS
- 4 INTERIOR WALL:
 - 8" (NOMINAL) CMU, HEIGHT AS NOTED ELSEWHERE ON DRAWINGS
- 5 INTERIOR FRAMED WALL:
 - ACRYLIC PLASTER
 - 5/8" BACKER BOARD
 - 3-5/8" STEEL STUDS AT 16" O.C., U.O.N.
 - 5/8" BACKER BOARD
 - ACRYLIC PLASTER
- 6 INTERIOR WALL, CONCRETE:
 - 8" CONCRETE. PROVIDE WATERPROOFING OVER INTERIOR SURFACE AT SURGE PITS AND BACKWALL PIT
- 7 INFILL AT EXISTING WALLS:
 - MATCH EXISTING CONSTRUCTION, TYPICALLY WOOD STUDS WITH GYPSUM BOARD FINISH.

KEYED FLOOR PLAN NOTES

- 1 LOCKERS, OF/CI, SET ON 1"-4" HIGH CMU BASE.
- 2 FLOOR HATCH FOR SURGE PIT ACCESS.
- 3 HANDRAIL AT EACH SIDE OF STAIR. REFER TO E/A3.1.
- 4 34" HIGH STANCHION SET IN SLAB WITH WEDGE ANCHOR SIMILAR TO L/3.1, TYPICAL OF (13). CENTER ON PILASTERS, AT CENTER OF STOREFRONT IN NORTH WALL, AND 8" OFF OF SIDE STAIRS. CONNECT TO GROUNDING SYSTEM.
- 5 CONCRETE ENCASED STEEL COLUMN, REFER TO STRUCTURAL. CENTER COLUMN ON THE RIDGE OF THE SCISSOR TRUSSES.
- 6 ADD NEW DOWNSPOUT IN EXISTING GUTTER ADJACENT TO EXISTING DOWNSPOUT.
- 7 INSTALL GLAZING FILM ON INTERIOR FACE OF GLAZING ALONG ENTIRE WALL.
- 8 OUTLINE OF FUTURE SLIDE TOWER.
- 9 TYPE 5 WALL ON TOP OF CMU UP TO UNDERSIDE OF ROOF DECK.
- 10 FIRE SPRINKLER RISER.
- 11 DIVING BOARD, OF/CI.
- 12 EXTEND VCT AT NEW OPENING TO MATCH EXISTING.
- 13 EXTEND NEW WALL TO BACKSIDE OF ROOF FASCIA.
- 14 START POINT FOR LAYOUT OF BUILDING GRID/CMU.
- 15 UNDER BID ALTERNATE NO. 1, CHANGE WALL SEPARATING VESTIBULE 148 AND FOYER 148 FROM WALL TYPE 4 (EXPOSED CMU) TO WALL TYPE 1, WITH INSULATION AND EXTERIOR SIDE ON EXTERIOR FACE.
- 16 APPLY 5/8" CEMENT BOARD AND ACRYLIC PLASTER TO FACE OF CMU, FROM DECK LEVEL TO UNDERSIDE OF ROOF DECK, THIS WALL PLANE.
- 17 PROVIDE EXPANSION JOINT MATERIAL BETWEEN WALLS AND L-SHAPED STEEL COVER PLATE, SIMILAR TO M/A3.1.
- 18 STEEL COLUMN.
- 19 MINERAL FIBER BATT FIREBLOCKING INSTALLED VERTICALLY FROM TOP OF SLAB UP TO UNDERSIDE OF ROOF EXPANSION JOINT, AT 10 FEET MAXIMUM ON CENTER HORIZONTALLY IN GAP BETWEEN EXISTING BUILDING AND ADDITION. CONFIRM THICKNESS OF BATT REQUIRED AT EACH LOCATION TO PROVIDE SOLID CLOSURE BETWEEN WALLS.

GENERAL FLOOR PLAN NOTES

- A. FIELD VERIFY ALL CONDITIONS PRIOR TO BEGINNING WORK. IMMEDIATELY NOTIFY ARCHITECT UPON DISCOVERY OF ANY DISCREPANCIES BETWEEN DRAWINGS AND FIELD CONDITIONS.
- B. DIMENSIONS ARE TO GRIDLINE, FACE OF CMU, FACE OF CONCRETE, OR FACE OF EXISTING FINISH U.O.N.
- C. COORDINATE DIMENSIONS BETWEEN ARCHITECTURAL AND STRUCTURAL DRAWINGS, INCLUDING ELEVATIONS OF BEAMS AND JOISTS PRIOR TO PERFORMING WORK. IMMEDIATELY NOTIFY ARCHITECT OF DISCREPANCIES BETWEEN DRAWINGS.
- D. REFER TO SHEET GO.0 FOR A LIST OF ABBREVIATIONS AND SYMBOLS.
- E. REFER TO SHEET G1.1 FOR LOCATIONS OF FIRE RATED CONSTRUCTION.
- F. REFER TO SHEET A1.5 FOR FINISH FLOOR ELEVATIONS AND DECK DRAINAGE.



A1.1 MAIN LEVEL FLOOR PLAN
1"=10'-0"

PLAN NORTH
NORTH



Robertson Sherwood Architects pc
 132 East Broadway, Suite 540
 Eugene, Oregon 97401
 www.robertsonsherwood.com
 P 541 | 342.8077
 F 541 | 345.4302

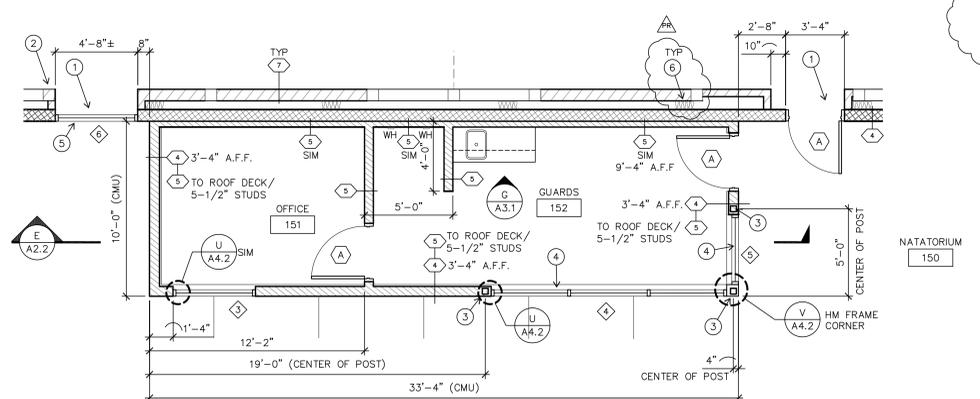
Newport Aquatic Center
 225 SE Avery Street
 Newport, OR 97365

FLOOR PLAN

ADDENDUM NO. 3
 22 JULY 2015
 PLAN REVIEW RESPONSE
 14 AUGUST 2015
 REQUEST FOR PROPOSAL 09
 17 FEBRUARY 2016
 RFP 09

Drawn By: SS
 Checked: [blank]
 Date: 17 JUNE 2015
 Project: 1419

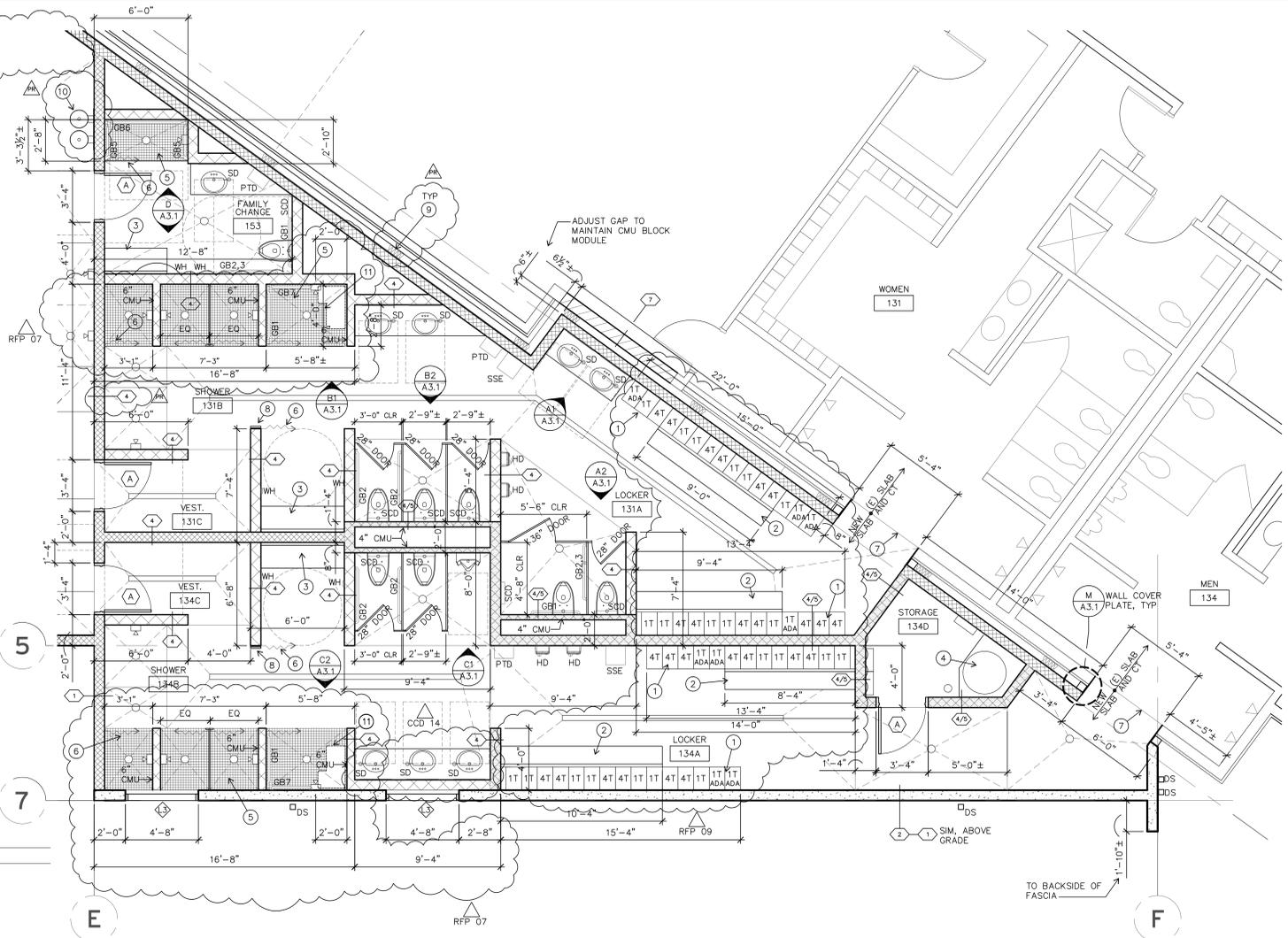
A1.1



A ENLARGED PLAN
1/4"=1'-0" NORTH

KEYED ENLARGED PLAN NOTES

- 1 PROVIDE VCT ON NEW SLAB AT OPENING, TO MATCH EXISTING.
- 2 VERIFY IN FIELD LOCATION OF EXISTING WOOD POST. MAXIMIZE SIZE OF NEW OPENING TO LARGEST EXTENT POSSIBLE WHILE MAINTAINING BLOCK MODULE FOR NEW CMU WALL.
- 3 HSS 4x4x3/16 POST. ANCHOR TO FOOTING UNDER CMU WALL AND RUN UP THROUGH CMU CELLS.
- 4 HSS 5x4x3/6 HEADER OVER RELITE. REFER TO Q/A4.2.
- 5 90 MINUTE FIRE RATED FRAME AND GLAZING.
- 6 MINERAL FIBER BATT FIREBLOCKING INSTALLED VERTICALLY FROM TOP OF SLAB UP TO UNDERSIDE OF ROOF EXPANSION JOINT, AT 10 FEET MAXIMUM ON CENTER HORIZONTALLY IN GAP BETWEEN EXISTING BUILDING AND ADDITION. CONFIRM THICKNESS OF BATT REQUIRED AT EACH LOCATION TO PROVIDE SOLID CLOSURE BETWEEN WALLS.



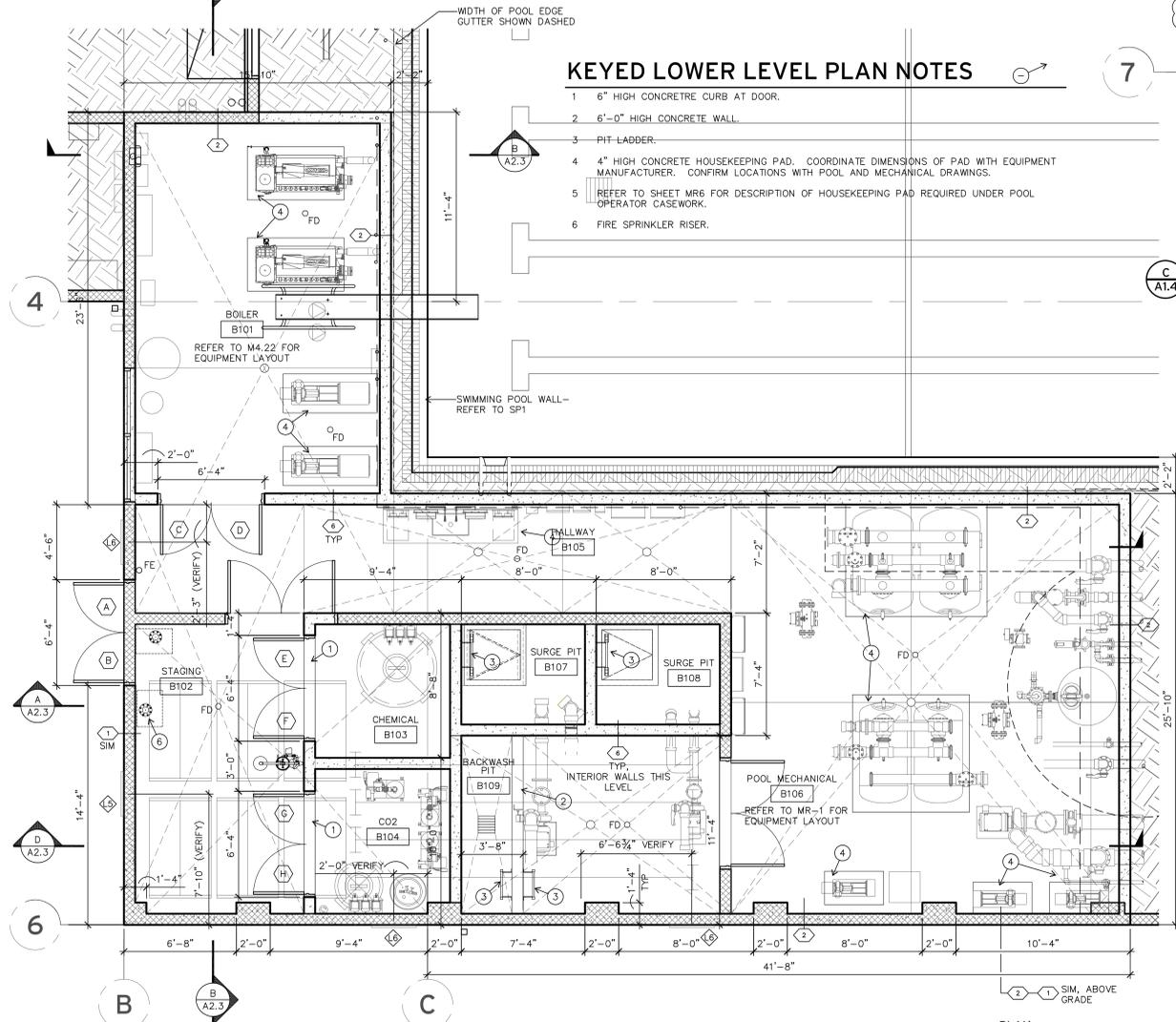
C ENLARGED LOCKER ROOM PLAN
1/4"=1'-0" REFER TO SHEET A1.5 FOR FLOOR ELEVATIONS AND DECK DRAINAGE

KEYED LOCKER ROOM PLAN NOTES

- 1 METAL LOCKERS, CF/GI. SET ON 16" HIGH CMU BASE. WIDTH TO MATCH LOCKERS. VERIFY SIZE AND QUANTITY OF LOCKERS. TEXT AT LOCKER INDICATES NUMBER OF TIERS (1T= TIER, 4T= 4TIER, ADA= ACCESSIBLE SHELVING LAYOUT).
- 2 16" WIDE HPDE BENCH SECURED TO CMU BASE UNDER LOCKERS. SIMILAR TO K/A3.1.
- 3 20" WIDE HPDE BENCH. REFER TO K/A3.1.
- 4 4" HIGH CONCRETE HOUSEKEEPING PAD UNDERNEATH WATER HEATER.
- 5 RECESS SLAB MINIMUM OF 2" FOR MUD SET CERAMIC TILE. SLOPE TILE TO FLOOR DRAINS.
- 6 CURTAIN ROD (CR), CURTAIN, AND CURTAIN HOOKS TYPICAL AT EACH SHOWER STALL AND CHANGING STALL.
- 7 PROVIDE SEALANT JOINT BETWEEN NEW AND EXISTING SLABS.
- 8 WALL BUMPER, REFER TO N/A4.1.
- 9 MINERAL FIBER BATT FIREBLOCKING INSTALLED VERTICALLY FROM TOP OF SLAB UP TO UNDERSIDE OF ROOF EXPANSION JOINT, AT 10 FEET MAXIMUM ON CENTER HORIZONTALLY IN GAP BETWEEN EXISTING BUILDING AND ADDITION. CONFIRM THICKNESS OF BATT REQUIRED AT EACH LOCATION TO PROVIDE SOLID CLOSURE BETWEEN WALLS.
- 10 DRINKING FOUNTAIN.
- 11 FOLDING SHOWER SEAT.

LOCKER ROOM WALL TYPE LEGEND

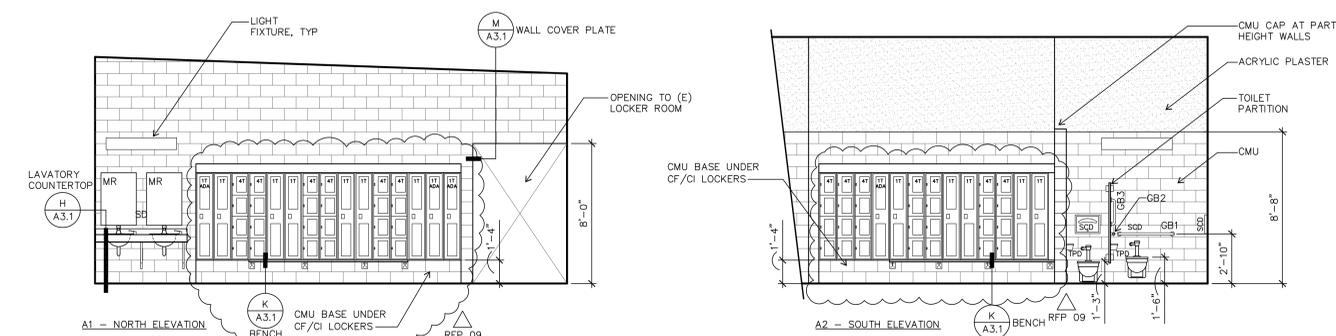
- REFER TO SHEET A1.1 FOR WALL TYPE SCHEDULE AND FULL DESCRIPTION OF WALL ASSEMBLIES
- WALL TYPE 1 (EXTERIOR) OR WALL TYPE 4 (INTERIOR): FULL HEIGHT CMU
- WALL TYPE 1, SIMILAR: FULL HEIGHT CONCRETE
- WALL TYPE 4/5: PARTIAL HEIGHT CMU WITH FRAMED WALL ON TOP
- WALL TYPE 4: PARTIAL HEIGHT CMU WITH CMU CAP



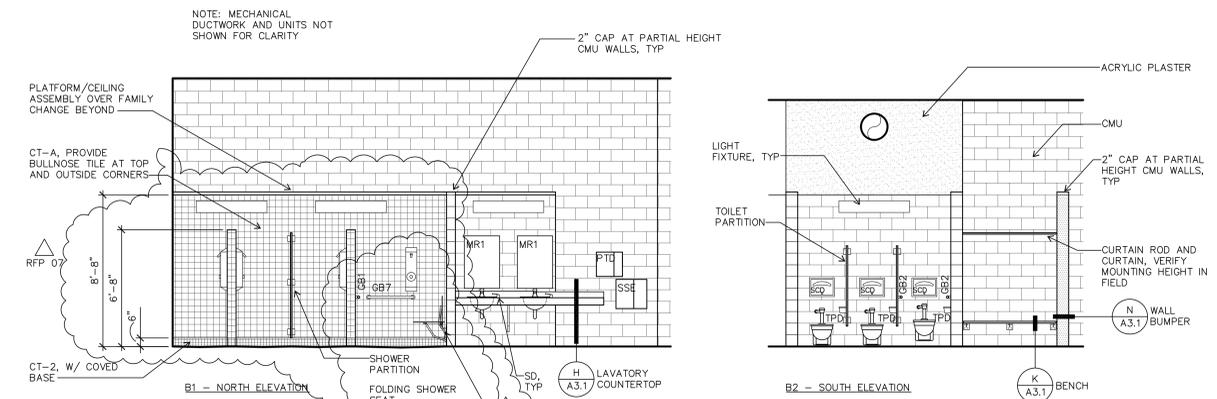
B LOWER LEVEL PLAN
1/4"=1'-0" NORTH

KEYED LOWER LEVEL PLAN NOTES

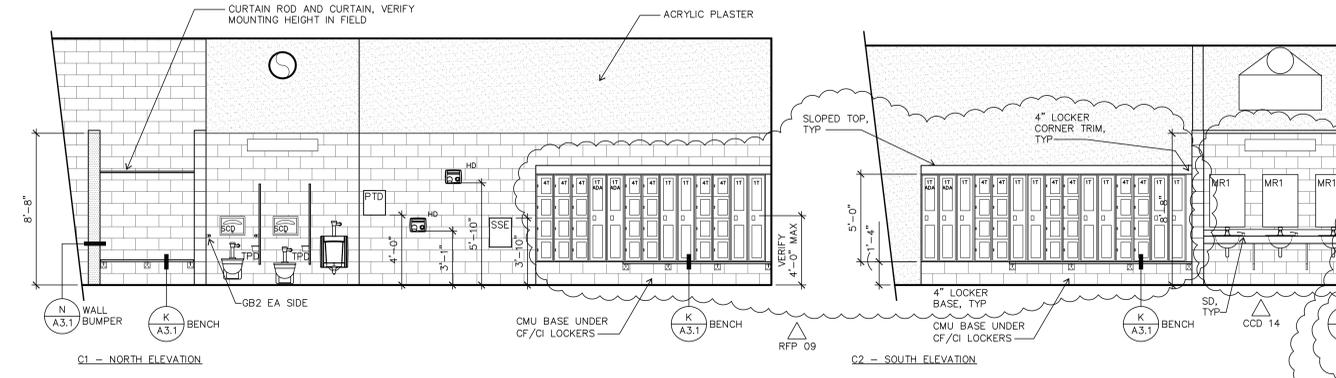
- 1 6" HIGH CONCRETE CURB AT DOOR.
- 2 6'-0" HIGH CONCRETE WALL.
- 3 PIT LADDER.
- 4 4" HIGH CONCRETE HOUSEKEEPING PAD, COORDINATE DIMENSIONS OF PAD WITH EQUIPMENT MANUFACTURER. CONFIRM LOCATIONS WITH POOL AND MECHANICAL DRAWINGS.
- 5 REFER TO SHEET MR6 FOR DESCRIPTION OF HOUSEKEEPING PAD REQUIRED UNDER POOL OPERATOR CASEWORK.
- 6 FIRE SPRINKLER RISER.



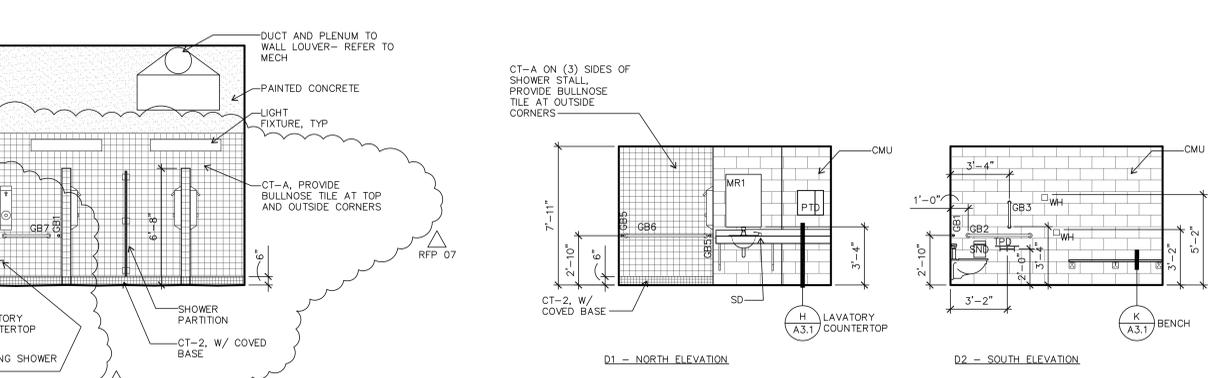
A LOCKER 131A INTERIOR ELEVATIONS
A3.1 1/4"=1'-0"



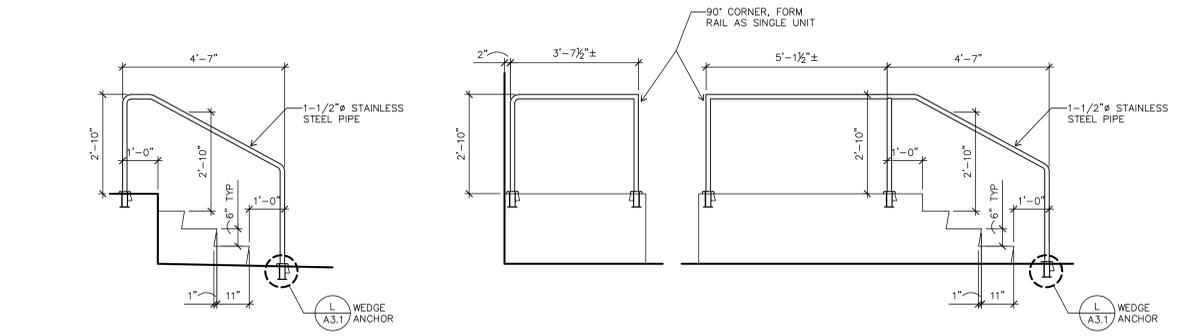
B SHOWER 131B INTERIOR ELEVATIONS
A3.1 1/4"=1'-0"



C SHOWER 134B INTERIOR ELEVATIONS
A3.1 1/4"=1'-0"

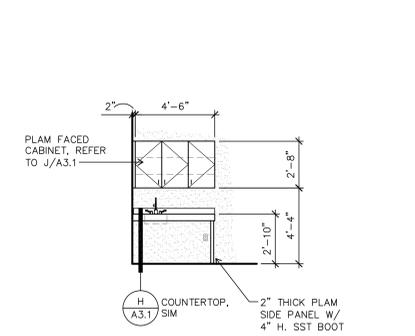


D FAMILY CHANGE 153 INTERIOR ELEVATIONS
A3.1 1/4"=1'-0"

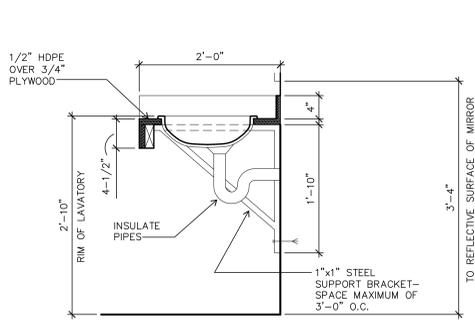


E INTERIOR STAIR HANDRAIL
A3.1 1/2"=1'-0"

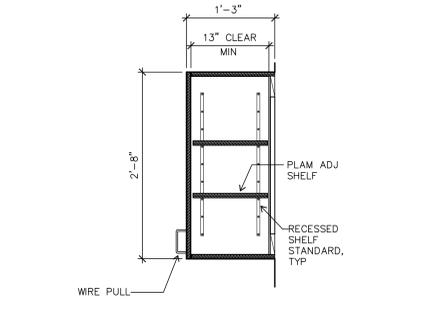
F INTERIOR STAIR HANDRAIL
A3.1 1/2"=1'-0"



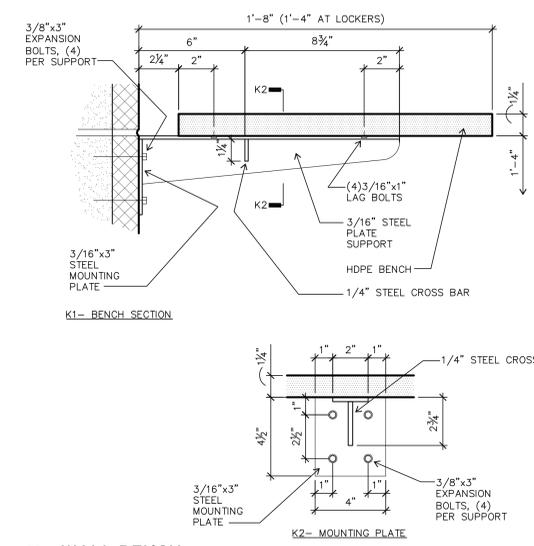
G GUARDS 152 INTERIOR ELEVATION
A3.1 1/4"=1'-0"



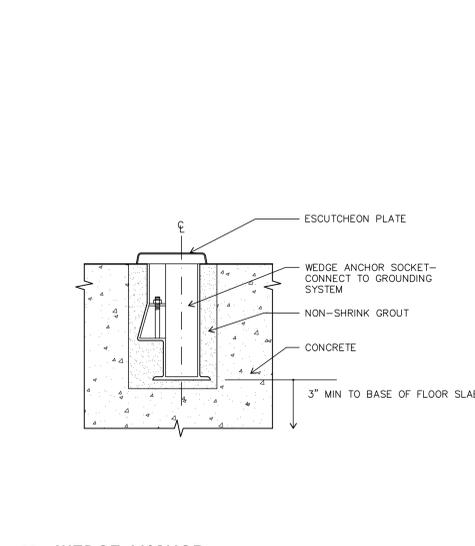
H LAVATORY COUNTERTOP
A3.1 1"=1'-0"



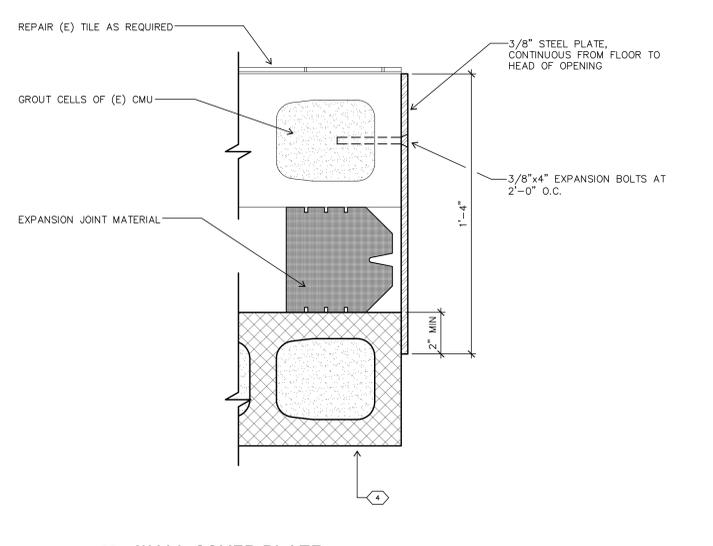
J UPPER CABINET
A3.1 1"=1'-0"



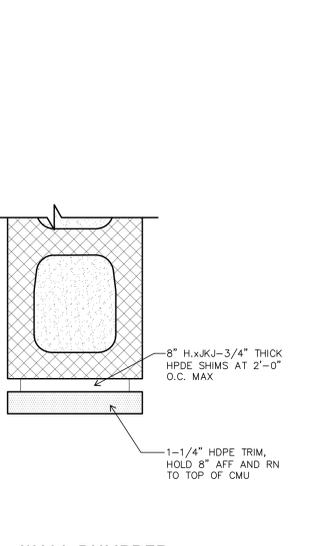
K WALL BENCH
A3.1 3"=1'-0"



L WEDGE ANCHOR
A3.1 3"=1'-0"



M WALL COVER PLATE
A3.1 3"=1'-0"



N WALL BUMPER
A3.1 3"=1'-0"

Proposal #: 15



Pavilion Construction NW LLC
4700 SW Macadam Ave. Suite 200
Portland, OR 97239

Newport Aquatic Center

Date of Claim: 3/3/2016

Proposal Status: New

Reference of Claim: PCO

Description of Contract Change Directive: Description of Proposed Change:

Refer to Section 13 11 06 (Swimming Pool Equipment) of the Project Manual:

Section 2.02, Deck Equipment: Change equipment noted as Owner Furnished/ Contractor Installed to Contractor Furnished/Contractor Installed.

Pavilion Construction NW LLC makes claim for a Contract Change Directive at Newport Aquatic Center, 225 SE Avery Street, Newport, OR, 97365, citing non-conformance to the terms and conditions of the mutual Prime Contract with CITY OF NEWPORT, Newport Aquatic Center & City Hall respectfully request that CITY OF NEWPORT review and respond to the claim below.

Contract Compensation Adjustment Proposed:

Item:	1	Hard Cost:	Pool Deck Equipment to CFCI	74,960.30
AIA Line:		General Conditions:		0.00
		Contractor Profit:		4,497.62
		Payment and Performance Bond:		801.33
		Overhead:		0.00
		Insurance:		674.64
Total				\$ 80,933.89

Proposal shall expire on: 3/10/2016

Propose to add days: 0

Proposal Promissory Note

On this date of 3/3/2016, in return for valuable consideration received, CITY OF NEWPORT, the "Owner", jointly and severally promise to pay to Pavilion Construction NW LLC, the "Contractor", the sum of \$80,933.89 Dollars. This loan shall be repaid under the following terms: 1. When the proposal is incorporated into an approved Change Order accepted by the Owner, endorsed by the Architect, and recognized by the construction lender on the project as an increase to the Prime Contract. 2. If, 60 days have elapsed since the date signed and this Proposal has not been incorporated into a Change Order, the Promissory Note shall become immediately due payable on demand by the holder of this Note. In the event that a payment due under this Note is not made within ten (10) days of the demand, the Borrower shall pay an additional late fee in the amount of 3% percent of said payment. All payments due under this note shall be made at 4700 SW Macadam Ave. Suite 200 Portland, OR 97239, or at such other place as the holder of this Note may designate in writing. In the event of default, the Pavilion Construction NW LLC agrees to pay all costs and expenses incurred by the Contractor, including all reasonable attorney fees (including both hourly and contingent attorney fees as permitted by law) for the collection of this Note upon default, and including reasonable collection charges (including, where consistent with industry practices, a collection charge set as a percentage of the outstanding balance of this Note) should collection be referred to a collection agency. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature. In the event that any portion of this Note is deemed unenforceable, all other provisions of this Note shall remain in full force and effect. All terms and conditions of this Note shall be interpreted under the laws of OR.

Submitted by:

Pavilion Construction NW LLC

By: [Signature] March 30, 2016
Project Executive Date

By: Rob Olson March 30, 2016
Vice President/President Date

Acknowledged by:

ROBERTSON/SHERWOOD/ARCHITECTS PC

By: [Signature] 5-19-16
Date

Authorized by Signer of:

CITY OF NEWPORT

By: [Signature]
Date 6/2/16

Potential Change Order / Proposal Itemized Breakdown

Date: 3/24/2016

PCO #: 15



RFI # _____ RFP 10 _____

ASI / CCD # _____

Owner Request _____

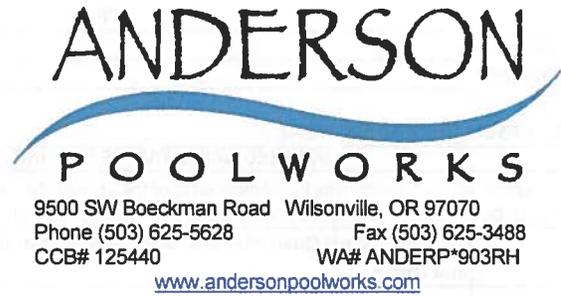
Cost of Work attributable to the Change

CONTRACT SUM/TIME ADJUSTMENT		QTY	Unit	Unit Cost	Subtotal
DETAILED NARRATIVE OF THE TIME IMPACT AND HISTORY OF PROVIDED DIRECTION					
Refer to Section 13 11 06 (Swimming Pool Equipment) of the Project Manual:					
Section 2.02, Deck Equipment: Change equipment noted as Owner Furnished/ Contractor Installed to Contractor Furnished/Contractor Installed.					
(Subcontractor) Quantities and Unit Costs of Materials and Labor, labor burden and OH&P					
<i>Required Pool Equipment</i>					
B. (8) Adjustable Starting Platform Rear Mount (#24603)	1	LS			22,080.00
F. (9) Racing Lanes 25yd anti wave, competitor or equal	1	LS			3,337.61
G.(2) Racing Lane Wheel with Cover (Paragon #75111SS and #75133)	1	LS			6,796.60
H. (3) Movable Lifeguard Chair (paragon #20302, Smith Vista #5622 or equal)	1	LS			11,963.00
N. (1) Disabled Lift with (2) anchors,extra battery pack and transporter cart	1	LS			7,602.33
O. (1) Stationary Water Polo Goal (Paragon #36104,#36201	1	LS			6,231.41
P. Backstroke Pennants (Champion #50-175,#53-030 and #53-020)	1	LS			1,570.80
Q. (1) Diving Stand/Board (SR Smith # 70-209-512, #71-209-552 and diving board)	1	LS			4,514.16
Total as Specified	1	LS			64,095.91
OH and P	15%	LS			9,614.39
Estimated Shipping	1	LS			1,250.00
Grand Total as Specified	1	LS			74,960.30
(General Contractor)General Conditions Site Operations Cost for increasing contracted scope of work					
Quantities and Unit Costs of Insurance and use tax					
General			0%		0.00
Profit			6%		4,497.62
Bonds			1%		801.33
Overhead			0%		0.00
Insurance			0.90%		674.64
HARD COST OF WORK ATTRIBUTABLE TO THE CHANGE: 80,933.88					

DS
TS

March 28, 2016

To: Terry Shanley
From: Jason Schallock
CC:
Date: 3/21/2016
Re: RFP # 10



Change Order Proposal

Division 13 11 06 / 2.02 (Previously Owner furnished) Equipment Change Order pricing for the Newport Aquatic Center as specified below.

***These prices are based on lot pricing from the manufacturer. If items are removed, the price other items could be effected.**

13 11 06 2.02 DECK EQUIPMENT (OF/CI = Owner Furnished/Contractor Installed)

B. Adjustable Starting Platforms (OF/CI): Track Start Competitor, rear mount #24603 no known equal. Eight (8) required.

\$22,080.00

F. Racing Lanes (OF/CI): 25 YD 'Anti Wave', 'Competitor' or approved equal, verify colors with Owner prior to ordering. Nine (9) required.

\$3,337.61

G. Racing Lane Reel with Cover (OF/CI): KDI-Paragon #75111SS with cover #75133, no known equal. Two (2) required.

\$6,796.60

H. Moveable Lifeguard Chair (OF/CI): 1.90" O.D. x .065 wall. S.R. Smith Vista # 5622, KDI-Paragon 20302 or approved equal. Three (3) required.

KDI-Paragon

\$11,963.00

N. Disabled Lift (OF/CI): Spectrum Traveler XRC 500 #227610 Swim-Lift self-operated, or approved equal. Furnish with two (2) anchors, cover, extra battery pack and transporter cart. One (1) required. Provide the second lift anchor at the Activity Pool (per plans) as an alternate primary means of entry.

\$7,602.33

O. Stationary Water Polo Goals (OF/CI): KDI Paragon #36104, #36201, no known equal. Furnish complete with anchors and nets. One (1) pair required.

\$6,231.41

P. Backstroke Pennants (OF/CI): 'Champion' 3/16" diameter vinyl coated cable #50-175; 'Champion' hardware package #53-030, and 'Champion' 12" x 18" vinyl coated polyester pennants #53-020 Lincoln Equipment, Knorr Systems or equal, for short course.

\$1,570.80

REQUEST FOR PROPOSAL

Project: Newport Aquatic Center
225 SE Avery Street
Newport, OR 97365

RFP Number: 10

Date: 19 February 2016

To: Pavilion Construction
Attention: Rodney Huschka

A/E Project Number: 1419

Contract For: New Construction

From: Scott Stolarczyk, AIA
Robertson|Sherwood|Architects pc

This Request for Proposal (RFP) contains an itemized quotation for changes in the Contract Sum and/or Time in response to proposed modifications to the Contract Documents and/or based on Request for Information No:

Description of Proposed Change:

Refer to Section 13 11 06 (Swimming Pool Equipment) of the Project Manual:

Section 2.02, Deck Equipment: Change equipment noted as Owner Furnished/ Contractor Installed to Contractor Furnished/Contractor Installed. This change affects the following:

- B. Adjustable Starting Platforms
- F. Racing Lanes
- G. Racing Lane Reill with Cover
- H. MOvable Lifeguard Chair
- N. Disabled Lift
- O. Stationary Water Polo Goals
- P. Backstroke Pennants
- Q. Diving Stand/Board

Attachment:

Reason For Change: Owner request

Proposed Change in Contract Sum:

Proposed Change in Contract Time:

Attached is supporting information from: _____ Contractor _____ Subcontractor _____ Supplier

Copies to: _____ Owner _____ Consultants _____ Field

Signed for: Pavilion Construction

by:

Date:

Architect Recommendation for Approval: _____ Yes _____ No

Date:

Owner Authorization to Proceed and

Prepare Change Order: _____ Yes _____ No

Date:



Pavilion Construction NW LLC
4700 SW Macadam Ave. Suite 200
Portland, OR 97239

**Proposal #:
16**

Newport Aquatic Center

Date of Claim: **4/16/2016**

Proposal Status: **Sent/Submitted**

Reference of Claim: **PCO**

Description of Contract Change Directive:

Refer to Package A, Sheet C8:

At the north side of the new loading dock at the 60+ Center, provide a continuous dock bumper; similar to Model B4506-99-A available from Loading Dock Supply LLC (www.loadingdocksupply.com). Verify size required and order appropriate length bumper. Mount to loading dock wall as directed by Owner.

Pavilion Construction NW LLC makes claim for a Contract Change Directive at Newport Aquatic Center, 225 SE Avery Street, Newport, OR, 97365, citing non-conformance to the terms and conditions of the mutual Prime Contract with CITY OF NEWPORT, Newport Aquatic Center & City Hall respectfully request that CITY OF NEWPORT review and respond to the claim below.

Contract Compensation Adjustment Proposed:

Item:	1	Hard Cost:	Loading Dock Bumper	642.00
AIA Line:		General Conditions:		38.52
		Contractor Profit:		38.52
		P&P Bond/Insurance:		7.38
		Overhead:		12.84
		Insurance:		5.78

Total \$ 745.04

Proposal shall expire on: 4/16/2016

Propose to add days: 0

Proposal Promissory Note

On this date of **4/16/2016**, in return for valuable consideration received, **CITY OF NEWPORT**, the "Owner", jointly and severally promise to pay to **Pavilion Construction NW LLC**, the "Contractor", the sum of **\$745.04** Dollars. This loan shall be repaid under the following terms: 1. When the proposal is incorporated into an approved Change Order accepted by the Owner, endorsed by the Architect, and recognized by the construction lender on the project as an increase to the Prime Contract. 2. If, 60 days have elapsed since the date signed and this Proposal has not been incorporated into a Change Order, the Promissory Note shall become immediately due payable on demand by the holder of this Note. In the event that a payment due under this Note is not made within ten (10) days of the demand, the Borrower shall pay an additional late fee in the amount of 3% percent of said payment. All payments due under this note shall be made at 4700 SW Macadam Ave. Suite 200 Portland, OR 97239, or at such other place as the holder of this Note may designate in writing. In the event of default, the **Pavilion Construction NW LLC** agrees to pay all costs and expenses incurred by the Contractor, including all reasonable attorney fees (including both hourly and contingent attorney fees as permitted by law) for the collection of this Note upon default, and including reasonable collection charges (including, where consistent with industry practices, a collection charge set as a percentage of the outstanding balance of this Note) should collection be referred to a collection agency. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature. In the event that any portion of this Note is deemed unenforceable, all other provisions of this Note shall remain in full force and effect. All terms and conditions of this Note shall be interpreted under the laws of **OR**.

Submitted by:

Pavilion Construction NW LLC

DocuSigned by:

By: Deane Wilson 23, 2016
Date

DocuSigned by:

By: Rob Olson May 23, 2016
Date

032D405815AA4AD...

Acknowledged by:

ROBERTSON/SHERWOOD/ARCHITECTS PC

By: [Signature] 5-27-16
Date

Authorized by Signer of:

CITY OF NEWPORT

By: [Signature] Date **5/27/16**

REQUEST FOR PROPOSAL

Project: Newport Aquatic Center
225 SE Avery Street
Newport, OR 97365

RFP Number: 11

Date: 21 February 2016

To: Pavilion Construction
Attention: Rodney Huschka

A/E Project Number: 1419

Contract For: New Construction

From: Scott Stolarczyk, AIA
Robertson|Sherwood|Architects pc

This Request for Proposal (RFP) contains an itemized quotation for changes in the Contract Sum and/or Time in response to proposed modifications to the Contract Documents and/or based on Request for Information No:

Description of Proposed Change:

Refer to Package A, Sheet C8:

At the north side of the new loading dock at the 60+ Center, provide a continuous dock bumper; similar to Model B4506-99-A available from Loading Dock Supply LLC (www.loadingdocksupply.com). Verify size required and order appropriate length bumper. Mount to loading dock wall as directed by Owner.

Attachment:

Reason For Change: Owner request

Proposed Change in Contract Sum:
Proposed Change in Contract Time:

Attached is supporting information from: _____ Contractor _____ Subcontractor _____ Supplier
Copies to: _____ Owner _____ Consultants _____ Field

Signed for: Pavilion Construction

by:

Date:

Architect Recommendation for Approval: _____ Yes _____ No

Date:

Owner Authorization to Proceed and Prepare Change Order: _____ Yes _____ No

Date:



Pavilion Construction NW LLC
4700 SW Macadam Ave. Suite 200
Portland, OR 97239

Proposal #:
20

Newport Aquatic Center

Date of Claim: 4/12/2016

Proposal Status: Sent/Submitted

Reference of Claim: PCO

Description of Contract Change Directive:

101A/B Change to Levers add (2) Hinges;

149A and 150H Add (2) Hinges;

149B/C and 150B/C add (4) hinges and (2) thresholds;

B102E/F/G/H add thresholds;

Pavilion Construction NW LLC makes claim for a Contract Change Directive at Newport Aquatic Center, 225 SE Avery Street, Newport, OR, 97365, citing non-conformance to the terms and conditions of the mutual Prime Contract with CITY OF NEWPORT, Newport Aquatic Center & City Hall respectfully request that CITY OF NEWPORT review and respond to the claim below.

Contract Compensation Adjustment Proposed:

Item:	1	Hard Cost:	Door Hardware Changes Per RFP 12	780.00
AIA Line:		General Conditions:		46.80
		Contractor Profit:		46.80
		P&P Bond/Insurance:		8.96
		Overhead:		15.60
		Insurance:		7.02
Item:	2	Hard Cost:	Labor to install thresholds Perr RFP 12	288.00
AIA Line:		General Conditions:		17.28
		Contractor Profit:		17.28
		P&P Bond/Insurance:		3.31
		Overhead:		5.76
		Insurance:		2.59
		Total		<u>\$ 1,239.40</u>
Proposal shall expire on:	4/12/2016	Propose to add days:		0

Proposal #: 20



Pavilion Construction NW LLC
4700 SW Macadam Ave. Suite 200
Portland, OR 97239

Proposal Promissory Note

On this date of **4/12/2016**, in return for valuable consideration received, **CITY OF NEWPORT**, the "Owner", jointly and severally promise to pay to **Pavilion Construction NW LLC**, the "Contractor", the sum of **\$1,239.40** Dollars. This loan shall be repaid under the following terms: 1. When the proposal is incorporated into an approved Change Order accepted by the Owner, endorsed by the Architect, and recognized by the construction lender on the project as an increase to the Prime Contract. 2. If, 60 days have elapsed since the date signed and this Proposal has not been incorporated into a Change Order, the Promissory Note shall become immediately due payable on demand by the holder of this Note. In the event that a payment due under this Note is not made within ten (10) days of the demand, the Borrower shall pay an additional late fee in the amount of 3% percent of said payment. All payments due under this note shall be made at 4700 SW Macadam Ave. Suite 200 Portland, OR 97239, or at such other place as the holder of this Note may designate in writing. In the event of default, the **Pavilion Construction NW LLC** agrees to pay all costs and expenses incurred by the Contractor, including all reasonable attorney fees (including both hourly and contingent attorney fees as permitted by law) for the collection of this Note upon default, and including reasonable collection charges (including, where consistent with industry practices, a collection charge set as a percentage of the outstanding balance of this Note) should collection be referred to a collection agency. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature. In the event that any portion of this Note is deemed unenforceable, all other provisions of this Note shall remain in full force and effect. All terms and conditions of this Note shall be interpreted under the laws of **OR**.

Submitted by:

Pavilion Construction NW LLC
DocuSigned by:

By: *Duane Wilson* May 25, 2016
Date
By: *Rob Olson* May 25, 2016
Date
Vi: 032D405815AA4AD ...

Acknowledged by:

ROBERTSON/SHERWOOD/ARCHITECTS PC

By: *[Signature]* 5-25-16
Date

Authorized by Signer of:

CITY OF NEWPORT

By: *[Signature]* 5/24/16
Date

Potential Change Order / Proposal Itemized Breakdown

Date: 5/16/2016
 PCO #: 20



RFI # _____
 ASI / CCD # _____
 Owner Request _____ RFP 12

Cost of Work attributable to the Change

CONTRACT SUM/TIME ADJUSTMENT	QTY	Unit	Unit Cost	Subtotal
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DETAILED NARRATIVE OF THE TIME IMPACT AND HISTORY OF PROVIDED DIRECTION

Change door hardware groups per RFP 12 Rev 2 and RFP 15

Hardware Changes per RFP #12				
101A/B Change to Levers add (2) Hinges	1	LS	\$ 294.00	\$ 294.00
149A and 150H Add (2) Hinges	1	LS	\$ 32.00	\$ 32.00
149B/C and 150B/C Add (4) Hinges and (2) Thresholds	1	LS	\$ 314.00	\$ 314.00
B102E/F/G/H Add Thresholds	1	LS	\$ 140.00	\$ 140.00
Labor to Install Thresholds (Finish Carpenter)	4	hrs	\$ 72.00	\$ 288.00
Subtotal				\$ 1,068.00

Quantities and Unit Costs of Insurance and use tax				
GC General Conditions		6%		\$ 64.08
GC Profit		6%		\$ 64.08
GC Bonds		1%		\$ 12.27
GC Overhead		2%		\$ 21.36
GC Insurance		0.90%		\$ 9.61

HARD COST OF WORK ATTRIBUTABLE TO THE CHANGE: \$ 1,239.40

DS
TS

May 19, 2016

Proposal #: 21



Pavilion Construction NW LLC
4700 SW Macadam Ave. Suite 200
Portland, OR 97239

Newport Aquatic Center

Date of Claim: 4/1/2016

Proposal Status: New

Reference of Claim: PCO

Description of Contract Change Directive: Provide conduit and junction boxes for potential scoreboard, for the owner required potential setup.

Pavilion Construction NW LLC makes claim for a Contract Change Directive at Newport Aquatic Center, 225 SE Avery Street, Newport, OR, 97365, citing non conformance to the terms and conditions of the mutual Prime Contract with CITY OF NEWPORT, Newport Aquatic Center & City Hall respectfully request that CITY OF NEWPORT review and respond to the claim below.

Contract Compensation Adjustment Proposed:

Table with 2 columns: Item/AIA Line and Hard Cost. Rows include Scoreboard Infrastructure Per RFP14 (2,396.32), General Conditions (143.78), Contractor Profit (143.78), Payment and Performance Bond (27.53), Overhead (47.93), and Sales Tax (0.00).

Total \$ 2,780.91

Proposal shall expire on: 4/14/2016

Propose to add days: 0

Proposal Promissory Note

On this date of 4/1/2016, in return for valuable consideration received, CITY OF NEWPORT, the "Owner", jointly and severally promise to pay to Pavilion Construction NW LLC, the "Contractor", the sum of \$2,780.91 Dollars. This loan shall be repaid under the following terms: 1. When the proposal is incorporated into an approved Change Order accepted by the Owner, endorsed by the Architect, and recognized by the construction lender on the project as an increase to the Prime Contract. 2. If, 60 days have elapsed since the date signed and this Proposal has not been incorporated into a Change Order, the Promissory Note shall become immediately due payable on demand by the holder of this Note. In the event that a payment due under this Note is not made within ten (10) days of the demand, the Borrower shall pay an additional late fee in the amount of 3% percent of said payment. All payments due under this note shall be made at 4700 SW Macadam Ave. Suite 200 Portland, OR 97239, or at such other place as the holder of this Note may designate in writing. In the event of default, the Pavilion Construction NW LLC agrees to pay all costs and expenses incurred by the Contractor, including all reasonable attorney fees (including both hourly and contingent attorney fees as permitted by law) for the collection of this Note upon default, and including reasonable collection charges (including, where consistent with industry practices, a collection charge set as a percentage of the outstanding balance of this Note) should collection be referred to a collection agency. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature. In the event that any portion of this Note is deemed unenforceable, all other provisions of this Note shall remain in full force and effect. All terms and conditions of this Note shall be interpreted under the laws of OR.

Submitted by:

Pavilion Construction NW LLC

By: [Signature] April 6, 2016
Project Executive

By: Rob Olson April 6, 2016
Vice President

Acknowledged by:

ROBERTSON/SHERWOOD/ARCHITECTS PC

By: [Signature] 4-6-16
Date

Authorized by Signer of:

CITY OF NEWPORT

By: [Signature]
Date 5/18/16

Potential Change Order / Proposal Itemized Breakdown

Date: 4/1/2016
 PCO #: 21



RFI # _____
 ASI / CCD # _____
 Owner Request RFP 14

Cost of Work attributable to the Change

CONTRACT SUM/TIME ADJUSTMENT

QTY	Unit	Unit Cost	Subtotal
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DETAILED NARRATIVE OF THE TIME IMPACT AND HISTORY OF PROVIDED DIRECTION

The Owner requested infrastructure for future scoreboard. Conduit and Junction Boxes installed.

(Subcontractor) Quantities and Unit Costs of Materials and Labor, labor burden and OH&P

QTY	Unit	Unit Cost	Subtotal
1	LS		392.32
1	LS		2,004.00
			2,396.32

(General Contractor) General Conditions Site Operations Cost for increasing contracted scope of work

QTY	Unit	Unit Cost	Subtotal
	HR	110.00	0.00
	HR	95.00	0.00
	HR	65.00	0.00
	HR	65.00	0.00
	HR	85.00	0.00
	HR	150.00	0.00

GC provided equipment

QTY	Unit	Unit Cost	Subtotal
	LS		0.00

Quantities and Unit Costs of Insurance and use tax

QTY	Unit	Unit Cost	Subtotal
	6%		143.78
	6%		143.78
	2%		47.93
	1%		27.53
	1%		21.57

HARD COST OF WORK ATTRIBUTABLE TO THE CHANGE: 2,780.91

DS
TS

[Handwritten signature]

Reese Electric, Inc.

P.O. Box 1068, North Bend, Oregon 97459

(541) 756-0581 Fax: (541) 756-6613

Newport Aquatic #03				
				Date:
Materials				
Description	Quan	Price	Ext	Notes
General Material	1	\$ 263.15	\$ 263.15	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
Subcontractors				
			\$ -	
			\$ -	
			\$ -	
			\$ -	
Rentals				
Trencher			\$ -	
Auger			\$ -	
Crane			\$ -	
Lift @ \$150.00 per week			\$ -	
Generator			\$ -	
			\$ -	
Other Expenses				
Gas/Fuel/Oil	1	\$ 20.00	\$ 20.00	
Electrical Permits	1	\$ 8.00	\$ 8.00	
Subsistance				
Processing Fee	1	\$ 50.00	\$ 50.00	
Labor				
Estimate/Investigative Time	1	\$ 84.00	\$ 84.00	
Foreman Labor		\$ 84.00	\$ -	
Installation Labor	24	\$ 80.00	\$ 1,920.00	
Material Support labor		\$ 42.00	\$ -	
LABOR TOTAL			\$ 2,004.00	
Matl's and Misc @ 15%			\$ 392.32	
GRAND TOTAL			\$ 2,396.32	

REQUEST FOR PROPOSAL

Project: Newport Aquatic Center
225 SE Avery Street
Newport, OR 97365

RFP Number: 14rev1

Date: 4 March 2016

To: Pavilion Construction
Attention: Rodney Huschka

A/E Project Number: 1419

Contract For: New Construction

From: Scott Stolarczyk, AIA
Robertson|Sherwood|Architects pc

This Request for Proposal (RFP) contains an itemized quotation for changes in the Contract Sum and/or Time in response to proposed modifications to the Contract Documents and/or based on Request for Information No:

Description of Proposed Change:

Refer to the attached revised Drawings SP3:

Provide conduit and boxes at pool deck and walls for future timing system and scoreboard. Confirm placement of j-boxes and other items in walls in field with Owner and Architect

Attachment: Sheet SP3, revised 4 March 2016

Reason For Change: Owern request

Proposed Change in Contract Sum:
Proposed Change in Contract Time:

Attached is supporting information from: _____ **Contractor** _____ **Subcontractor** _____ **Supplier**
Copies to: _____ **Owner** _____ **Consultants** _____ **Field**

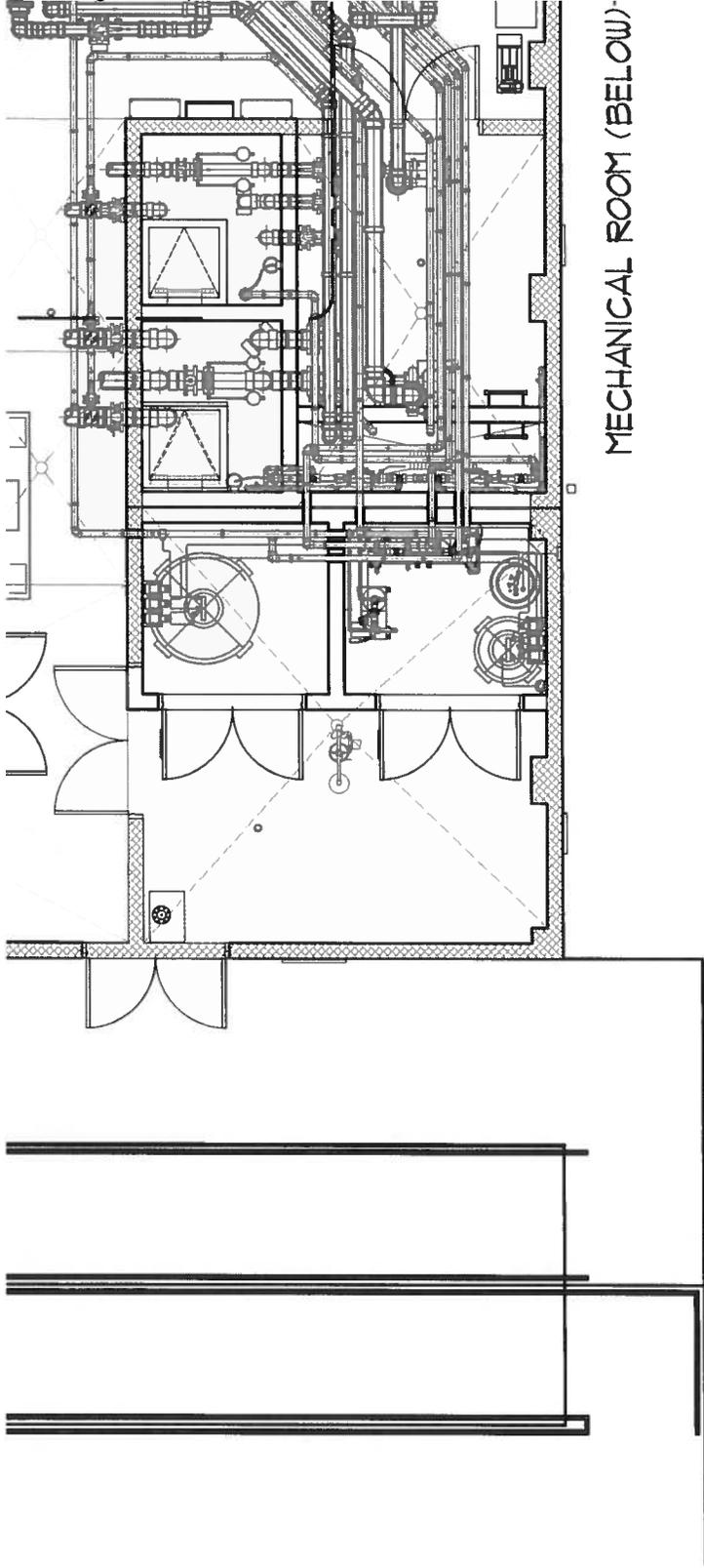
Signed for: Pavilion Construction

by:

Date:

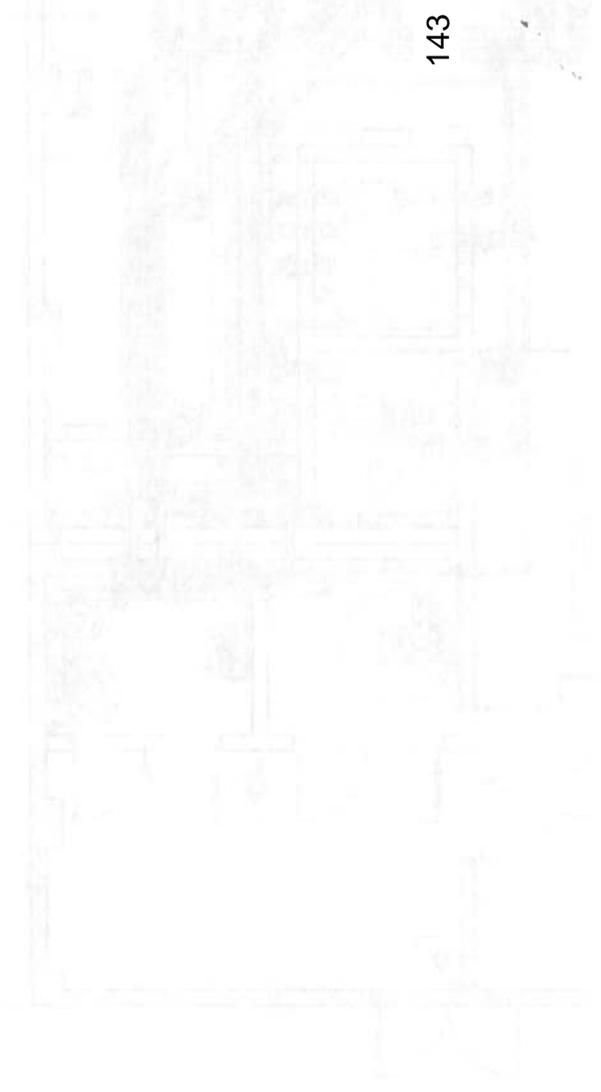
Architect Recommendation for Approval: _____ **Yes** _____ **No** **Date:**

Owner Authorization to Proceed and Prepare Change Order: _____ **Yes** _____ **No** **Date:**



MECHANICAL ROOM (BELOW)

TECHNICAL SPECIFICATION



Architectural Firm Name & Address



Pavilion Construction NW LLC
4700 SW Macadam Ave. Suite 200
Portland, OR 97239

Proposal #: 30

Newport Aquatic Center

Date of Claim: 5/17/2016

Proposal Status: Pending

Reference of Claim: PCO

Description of Contract Change Directive:

Owner requested pricing to provide a white concrete sealer, in lower level Mechanical Room. Price Includes labor and materials for a masonry sealer and Promar 400 in white over the top.

Pavilion Construction NW LLC makes claim for a Contract Change Directive at Newport Aquatic Center, 225 SE Avery Street, Newport, OR, 97365, citing non-conformance to the terms and conditions of the mutual Prime Contract with CITY OF NEWPORT, Newport Aquatic Center & City Hall respectfully request that CITY OF NEWPORT review and respond to the claim below.

Contract Compensation Adjustment Proposed:

Table with 4 columns: Item, Description, Amount, and Total. Includes rows for Hard Cost, General Conditions, Contractor Profit, P&P Bond, Overhead, and Insurance.

Total \$ 1,763.94

Proposal shall expire on: 5/17/2016

Propose to add days: 0

Proposal Promissory Note

On this date of 5/17/2016, in return for valuable consideration received, CITY OF NEWPORT, the "Owner", jointly and severally promise to pay to Pavilion Construction NW LLC, the "Contractor", the sum of \$1,763.94 Dollars. This loan shall be repaid under the following terms: 1. When the proposal is incorporated into an approved Change Order accepted by the Owner, endorsed by the Architect, and recognized by the construction lender on the project as an increase to the Prime Contract. 2. If, 60 days have elapsed since the date signed and this Proposal has not been incorporated into a Change Order, the Promissory Note shall become immediately due payable on demand by the holder of this Note. In the event that a payment due under this Note is not made within ten (10) days of the demand, the Borrower shall pay an additional late fee in the amount of 3% percent of said payment. All payments due under this note shall be made at 4700 SW Macadam Ave. Suite 200 Portland, OR 97239, or at such other place as the holder of this Note may designate in writing. In the event of default, the Pavilion Construction NW LLC agrees to pay all costs and expenses incurred by the Contractor, including all reasonable attorney fees (including both hourly and contingent attorney fees as permitted by law) for the collection of this Note upon default, and including reasonable collection charges (including, where consistent with industry practices, a collection charge set as a percentage of the outstanding balance of this Note) should collection be referred to a collection agency. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature. In the event that any portion of this Note is deemed unenforceable, all other provisions of this Note shall remain in full force and effect. All terms and conditions of this Note shall be interpreted under the laws of OR.

Submitted by: Pavilion Construction NW LLC
Acknowledged by: ROBERTSON/SHERWOOD/ARCHITECTS PC
Authorized by Signer of: CITY OF NEWPORT
Includes signatures and dates for all parties.

VJ PAINTERS INC.

The specified sealer for the staging room, boiler room, and pool mechanical is a product that is unable to be tinted. If a solid color is desired Jesse Harvey from the Sherwin Williams Company has recommended Prep rite block filler b25w25 as the prime coat and promar 400 as a top coat. The cost difference to switch these products is \$1520.00

The breakdown is as follows:

Applying the sealer- 20 gal material \$540.00

Labor \$176.00

Total \$716.00 Original Cost

Applying the primer and paint-30 gal primer \$580.00

25 gal paint \$600.00

Labor \$1056.00

Total \$2236.00 New Cost (sealer + Paint)

Primer & Paint application minus original contract.

$\$2236.00 - \$716.00 = \$1520.00$

By doing the painting process it increases the time due to masking and multiple coats being applied.

If you have any questions, please feel free to call or e-mail.

Thanks,

Jesse Ford Secretary

VJ Painters INC.
OR -CCB# 203492
WA- VJPAIP1860P8
503-960-1516
Jesse Ford

PAV Backup

Shawn Keith

From: Sean Wert
Sent: Monday, May 16, 2016 2:43 PM
To: Shawn Keith
Cc: Terry Shanley
Subject: Lower level mechanical room PCO

Follow Up Flag: Follow up
Flag Status: Flagged

Shawn,

Tim Gross asked if we could submit pricing to provide a white concrete sealer. This is out of his scope of work and would cost \$1520 for labor and materials for a masonry sealer and Promar 400 in white over the top. I've asked Jesse to provide a submittal on the masonry sealer he prefers to use. Can you create a PCO and send it over to Scott and Tim. Use Pavilions form for back up.

Thanks,

Sean Wert
Superintendent
Pavilion Construction
4700 SW Macadam Avenue, Suite 200
Portland, OR 97239
(503) 290-5005 Office
(503) 381-1306 Mobile
(503) 244-1810 Facsimile
swert@pavilionconstruction.com
www.pavilionconstruction.com



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Pavilion Construction NW LLC
4700 SW Macadam Ave. Suite 200
Portland, OR 97239

Proposal #:
32

Newport Aquatic Center

Date of Claim: 5/18/2016

Proposal Status: Pending

Reference of Claim: PCO

Description of Contract Change Directive:

At Natatorium 150, provide solid plastic cubbies to match be LENNOX CUBBY by Bradley Corporation, or approved:

Model: LENNOX CUBBY by Bradley Corporation: Material: High density polyethylene (HDPE) Width: 18 inches

Depth: 18 inches

Height: (3) tier; 48 inches overall.

Color: To be selected from full line; end panels and top panel to match frame face; white interior.

Provide 8" high concrete base underneath cubbies.

Pavilion Construction NW LLC makes claim for a Contract Change Directive at Newport Aquatic Center, 225 SE Avery Street, Newport, OR, 97365, citing non-conformance to the terms and conditions of the mutual Prime Contract with CITY OF NEWPORT, Newport Aquatic Center & City Hall respectfully request that CITY OF NEWPORT review and respond to the claim below.

Contract Compensation Adjustment Proposed:

Item:	1	Hard Cost:	Provide and Install Pool Deck Cubbies	3,760.00
AIA Line:		General Conditions:		225.60
		Contractor Profit:		225.60
		P&P Bond:		43.20
		Overhead:		75.20
		Insurance:		33.84

Total **\$ 4,363.44**

Proposal shall expire
on: 5/18/2016

Propose to add days: **0**

Proposal #: 32



Pavilion Construction NW LLC
4700 SW Macadam Ave. Suite 200
Portland, OR 97239

Proposal Promissory Note

On this date of **5/18/2016**, in return for valuable consideration received, **CITY OF NEWPORT**, the "Owner", jointly and severally promise to pay to **Pavilion Construction NW LLC**, the "Contractor", the sum of **\$4,363.44** Dollars. This loan shall be repaid under the following terms: 1. When the proposal is incorporated into an approved Change Order accepted by the Owner, endorsed by the Architect, and recognized by the construction lender on the project as an increase to the Prime Contract. 2. If, 60 days have elapsed since the date signed and this Proposal has not been incorporated into a Change Order, the Promissory Note shall become immediately due payable on demand by the holder of this Note. In the event that a payment due under this Note is not made within ten (10) days of the demand, the Borrower shall pay an additional late fee in the amount of 3% percent of said payment. All payments due under this note shall be made at 4700 SW Macadam Ave. Suite 200 Portland, OR 97239, or at such other place as the holder of this Note may designate in writing. In the event of default, the **Pavilion Construction NW LLC** agrees to pay all costs and expenses incurred by the Contractor, including all reasonable attorney fees (including both hourly and contingent attorney fees as permitted by law) for the collection of this Note upon default, and including reasonable collection charges (including, where consistent with industry practices, a collection charge set as a percentage of the outstanding balance of this Note) should collection be referred to a collection agency. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature. In the event that any portion of this Note is deemed unenforceable, all other provisions of this Note shall remain in full force and effect. All terms and conditions of this Note shall be interpreted under the laws of **OR**.

Submitted by:

Pavilion Construction NW LLC

DocuSigned by:
By: *Diane Wilson* 9, 2016
Pr _____ Date

By: *Rob Olson* May 23, 2016
Vi _____ Date

Acknowledged by:

ROBERTSON/SHERWOOD/ARCHITECTS PC

By: *[Signature]* 5-23-16
_____ Date

Authorized by Signer of:

CITY OF NEWPORT

By: *[Signature]* 5/24/16
_____ Date

Potential Change Order / Proposal Itemized Breakdown

Date: 5/18/2016
PCO #: 32



RFI # _____ RFP 18 _____
 ASI / CCD # _____
 Owner Request _____ owner change _____

Cost of Work attributable to the Change

CONTRACT SUM/TIME ADJUSTMENT	QTY	Unit	Unit Cost	Subtotal
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DETAILED NARRATIVE OF THE TIME IMPACT AND HISTORY OF PROVIDED DIRECTION
 At Natatorium 150, provide solid plastic cubbies to match be LENNOXCUBBY by Bradley Corporation, or approved:
 Model: LENNOXCUBBY by Bradley Corporation: Material: High density polyethylene (HDPE) Width: 18 inches
 Depth: 18 inches:Height: (3) tier; 48 inches overall. Color: To be selected from full line; end panels and top panel to match frame face; white interior. Provide 8" high concrete base underneath cubbies.

(Subcontractor) Quantities and Unit Costs of Materials and Labor, labor burden and OH&P				
Furnish and Install Bradley Lennox Cubbies	1	LS		3,760.00

(General Contractor) General Conditions Site Operations Cost for increasing contracted scope of work				
GC Project Manager		HR	110.00	0.00
GC Superintendent		HR	95.00	0.00
GC Project Engineer		HR	65.00	0.00
GC Contract Administrator		HR	65.00	0.00
GC Estimator		HR	85.00	0.00
GC Executive Overhead		HR	150.00	0.00

Quantities and Unit Costs of Insurance and use tax				
General Conditions		6%		225.60
Contractor Profit		6%		225.60
Bonds		1%		43.20
Overhead		2%		75.20
Insurance		0.90%		33.84

HARD COST OF WORK ATTRIBUTABLE TO THE CHANGE: 4,363.44



**Proposal #:
33**



Pavilion Construction NW LLC
4700 SW Macadam Ave. Suite 200
Portland, OR 97239

Newport Aquatic Center

Date of Claim: **5/23/2016**

Proposal Status: **New**

Reference of Claim: **PCO**

Description of Contract Change Directive:

Line item missing from Package A SOV for 3/4" aggregate for road base

Pavilion Construction NW LLC makes claim for a Contract Change Directive at Newport Aquatic Center, 225 SE Avery Street, Newport, OR, 97365, citing non-conformance to the terms and conditions of the mutual Prime Contract with CITY OF NEWPORT, Newport Aquatic Center & City Hall respectfully request that CITY OF NEWPORT review and respond to the claim below.

Contract Compensation Adjustment Proposed:

Item:	1	Hard Cost:	3/4" Aggregate for Road Base	4,123.00
AIA Line:		General Conditions:		247.38
		Contractor Profit:		247.38
		P&P Bond:		47.37
		Overhead:		82.46
		Insurance:		37.11

Total \$ 4,784.70

**Proposal shall expire
on: 5/23/2016**

Propose to add days: 0

Proposal Promissory Note

On this date of **5/23/2016**, in return for valuable consideration received, **CITY OF NEWPORT**, the "Owner", jointly and severally promise to pay to **Pavilion Construction NW LLC**, the "Contractor", the sum of **\$4,784.70** Dollars. This loan shall be repaid under the following terms: 1. When the proposal is incorporated into an approved Change Order accepted by the Owner, endorsed by the Architect, and recognized by the construction lender on the project as an increase to the Prime Contract. 2. If, 60 days have elapsed since the date signed and this Proposal has not been incorporated into a Change Order, the Promissory Note shall become immediately due payable on demand by the holder of this Note. In the event that a payment due under this Note is not made within ten (10) days of the demand, the Borrower shall pay an additional late fee in the amount of 3% percent of said payment. All payments due under this note shall be made at 4700 SW Macadam Ave. Suite 200 Portland, OR 97239, or at such other place as the holder of this Note may designate in writing. In the event of default, the **Pavilion Construction NW LLC** agrees to pay all costs and expenses incurred by the Contractor, including all reasonable attorney fees (including both hourly and contingent attorney fees as permitted by law) for the collection of this Note upon default, and including reasonable collection charges (including, where consistent with industry practices, a collection charge set as a percentage of the outstanding balance of this Note) should collection be referred to a collection agency. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature. In the event that any portion of this Note is deemed unenforceable, all other provisions of this Note shall remain in full force and effect. All terms and conditions of this Note shall be interpreted under the laws of **OR**.

Submitted by:

Pavilion Construction NW LLC

DocuSigned by:
By: [Signature] May 31, 2016
Project: Newport Aquatic Center
Date

By: Rob Olson May 31, 2016
Vice President/President Date

Acknowledged by:

ROBERTSON/SHERWOOD/ARCHITECTS PC

By: [Signature] 5-31-16
Date

Authorized by Signer of:

CITY OF NEWPORT

By: [Signature]
Date
6/2/16

Potential Change Order / Proposal Itemized Breakdown

Date: 5/23/2016
 PCO #: 33



RFI # _____
 ASI / CCD # _____
 Owner Request _____

Cost of Work attributable to the Change

CONTRACT SUM/TIME ADJUSTMENT		QTY	Unit	Unit Cost	Subtotal
DETAILED NARRATIVE OF THE TIME IMPACT AND HISTORY OF PROVIDED DIRECTION					
Line item missing from Package A SOV for 3/4" aggregate for road base					
(Subcontractor) Quantities and Unit Costs of Materials and Labor, labor burden and OH&P					
	108.5 tons of 3/4" aggregate (\$38.00)	1	LS		4,123.00
(General Contractor) General Conditions Site Operations Cost for increasing contracted scope of work					
	GC Project Manager		HR	110.00	0.00
	GC Superintendent		HR	95.00	0.00
	GC Project Engineer		HR	65.00	0.00
	GC Contract Administrator		HR	65.00	0.00
	GC Estimator		HR	85.00	0.00
	GC Executive Overhead		HR	150.00	0.00
Quantities and Unit Costs of Insurance and use tax					
	GC General Conditions		6%		247.38
	GC Profit		6%		247.38
	GC Bonds		1%		47.37
	GC Overhead		2%		82.46
	GC Insurance		0.90%		37.11

HARD COST OF WORK ATTRIBUTABLE TO THE CHANGE: 4,784.70

DocuSigned by:

 74A1109A201C4CC

May 26, 2016



Pavilion Construction NW LLC
 4700 SW Macadam Ave. Suite 200
 Portland, OR 97239

**Proposal #:
 34**

Newport Aquatic Center

Date of Claim: **5/26/2016**

Proposal Status: **Pending**

Reference of Claim: **PCO**

Description of Contract Change Directive:

Per RFP 15 Door 150A is to be changed to a Relite. The 2 hour rated Glass was cost prohibitive. The design team and Pavilion decided to use 90 minute rated glass for the relite and add window washer sprinkler heads to create the required 2 hour rating for the assembly.

Pavilion Construction NW LLC makes claim for a Contract Change Directive at Newport Aquatic Center, 225 SE Avery Street, Newport, OR, 97365, citing non-conformance to the terms and conditions of the mutual Prime Contract with CITY OF NEWPORT, Newport Aquatic Center & City Hall respectfully request that CITY OF NEWPORT review and respond to the claim below.

Contract Compensation Adjustment Proposed:

Item:	1	Hard Cost:	Window Washer Sprinklers for Relite per RFP 15	1,144.49
AIA Line:		General Conditions:		68.67
		Contractor Profit:		68.67
		P&P Bond:		13.15
		Overhead:		22.89
		Insurance:		10.30
Total				<u>\$ 1,328.17</u>
Propose to add days:				0
Proposal shall expire on: 5/26/2016				

Proposal Promissory Note

On this date of **5/26/2016**, in return for valuable consideration received, **CITY OF NEWPORT**, the "Owner", jointly and severally promise to pay to **Pavilion Construction NW LLC**, the "Contractor", the sum of **\$1,328.17** Dollars. This loan shall be repaid under the following terms: 1. When the proposal is incorporated into an approved Change Order accepted by the Owner, endorsed by the Architect, and recognized by the construction lender on the project as an increase to the Prime Contract. 2. If, 60 days have elapsed since the date signed and this Proposal has not been incorporated into a Change Order, the Promissory Note shall become immediately due payable on demand by the holder of this Note. In the event that a payment due under this Note is not made within ten (10) days of the demand, the Borrower shall pay an additional late fee in the amount of 3% percent of said payment. All payments due under this note shall be made at 4700 SW Macadam Ave. Suite 200 Portland, OR 97239, or at such other place as the holder of this Note may designate in writing. In the event of default, the **Pavilion Construction NW LLC** agrees to pay all costs and expenses incurred by the Contractor, including all reasonable attorney fees (including both hourly and contingent attorney fees as permitted by law) for the collection of this Note upon default, and including reasonable collection charges (including, where consistent with industry practices, a collection charge set as a percentage of the outstanding balance of this Note) should collection be referred to a collection agency. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature. In the event that any portion of this Note is deemed unenforceable, all other provisions of this Note shall remain in full force and effect. All terms and conditions of this Note shall be interpreted under the laws of **OR**.

Submitted by:

Pavilion Construction NW LLC
 DocuSigned by:
 By: Terry Shanley June 20, 2016
Project Executive/CC... Date
 By: Rob Olson June 21, 2016
Vice President/President Date

Acknowledged by:

ROBERTSON/SHERWOOD/ARCHITECTS PC
 DocuSigned by:
 By: Scott Stolarezyk June 26, 2016
41AA0224F177427... Date

Authorized by Signer of:

CITY OF NEWPORT
 DocuSigned by:
 By: Timothy Gross June 29, 2016
9345267C163E4F5... Date

Potential Change Order / Proposal Itemized Breakdown

Date: 5/26/2016
 PCO #: 34



RFI # _____ RFP 15 _____
 ASI / CCD # _____
 Owner Request _____

Cost of Work attributable to the Change

CONTRACT SUM/TIME ADJUSTMENT		QTY	Unit	Unit Cost	Subtotal
DETAILED NARRATIVE OF THE TIME IMPACT AND HISTORY OF PROVIDED DIRECTION					
Per RFP 15 Door 150A is to be changed to a Relite. The 2 hour rated Glass was cost prohibitive. The design team and Pavilion decided to use 90 minute rated glass for the relite and add window washer sprinkler heads to create the required 2 hour rating for the assembly.					
(Subcontractor) Quantities and Unit Costs of Materials and Labor, labor burden and OH&P					
<i>Labor to install</i>					
Labor to install	8	HR	75.00		600.00
allowed mark up			15.00%		90.00
Total					690.00
<i>Materials to install</i>					
4 Pendants	4	EA	29.50		118.00
Schedule 40 pipe	21	FT	2.63		55.23
Mechanical Tee	2	EA	79.50		159.00
1" Diameter 90	4	EA	12.78		51.12
1 x 1/2" RC	2	EA	11.43		22.86
Afcon Ring Hanger	6	EA	1.16		6.96
Subtotal					413.17
allowed mark up			10.00%		41.32
Total					454.49
(General Contractor) General Conditions Site Operations Cost for increasing contracted scope of work					
GC Project Manager		HR	110.00		0.00
GC Superintendent		HR	95.00		0.00
GC Project Engineer		HR	65.00		0.00
GC Contract Administrator		HR	65.00		0.00
GC Estimator		HR	85.00		0.00
GC Executive Overhead		HR	150.00		0.00
Quantities and Unit Costs of Insurance and use tax					
General Conditions		6%			68.67
GC Profit		6%			68.67
Bonds		1%			13.15
Overhead		2%			22.89
Insurance		0.90%			10.30
HARD COST OF WORK ATTRIBUTABLE TO THE CHANGE:					
					<u>1,328.17</u>

REQUEST FOR PROPOSAL

Project: Newport Aquatic Center
 225 SE Avery Street
 Newport, OR 97365

RFP Number: 15

Date: 11 March 2016

To: Pavilion Construction
Attention: Rodney Huschka

A/E Project Number: 1419

Contract For: New Construction

From: Scott Stolarczyk, AIA
 Robertson|Sherwood|Architects pc

This Request for Proposal (RFP) contains an itemized quotation for changes in the Contract Sum and/or Time in response to proposed modifications to the Contract Documents and/or based on Request for Information No:

Description of Proposed Change:

~~Provide (2) new doors and modify opening size in new CMU wall as shown on the attached Drawing. Doors to be Type D (aluminum storefront) with single pane safety glazing. Frame to be aluminum, overall dimensions of 3'-4"x8'-0". Hardware for doors to be as follows:~~

4	Ea	Hinges	5BB1 5x4.5 NRP	630	Ives
1	Ea	Entrance/Office Lock	B660P	626	Schlage
1	Ea	Overhead Stop	100H Series	626	Glynn-Johnson

~~Note: Locking cylinder to be placed on recreation center side of doors.~~

Change Door 150A to a fixed hollow metal relite frame (2-hour fire rated) similar to Frame Type 6, except 3'-4" wide. Position of rough opening wall to not change.

Attachment: Drawing RFP-15, dated 11 March 2016

Reason For Change: Owner request

Proposed Change in Contract Sum:
Proposed Change in Contract Time:

Attached is supporting information from: _____ Contractor _____ Subcontractor _____ Supplier
 Copies to: _____ Owner _____ Consultants _____ Field

Signed for: Pavilion Construction

by:

Date:

Architect Recommendation for Approval: _____ Yes _____ No

Date:

Owner Authorization to Proceed and Prepare Change Order: _____ Yes _____ No

Date:



Pavilion Construction NW LLC
 4700 SW Macadam Ave. Suite 200
 Portland, OR 97239

Proposal #: 35

Newport Aquatic Center

Date of Claim: **7/5/2016**

Proposal Status: **Sent/Submitted**

Reference of Claim: **PCO**

Description of Contract Change Directive: **Provide labor and materials to install 22ga, 304 grade, stainless steel base flashing in lieu of specified 24ga painted steel flashing.**

Pavilion Construction NW LLC makes claim for a Contract Change Directive at Newport Aquatic Center, 225 SE Avery Street, Newport, OR, 97365, citing non-conformance to the terms and conditions of the mutual Prime Contract with CITY OF NEWPORT, Newport Aquatic Center & City Hall respectfully request that CITY OF NEWPORT review and respond to the claim below.

Contract Compensation Adjustment Proposed:

<p>Item: 1 AIA Line: 071101</p>	<p>Hard Cost: 24ga Stainless Steel Footing Flashing General Conditions: Contractor Profit: P&P Bond/Insurance: Overhead: Tax (current rate):</p>	<p>7,800.00 528.84 468.00 89.53 156.00 0.00</p>
--	---	--

Total \$ 9,042.37

Proposal shall expire on: 7/5/2016

Propose to add days: 0

Proposal Promissory Note

On this date of **7/5/2016**, in return for valuable consideration received, **CITY OF NEWPORT**, the "Owner", jointly and severally promise to pay to **Pavilion Construction NW LLC**, the "Contractor", the sum of **\$9,042.37** Dollars. This loan shall be repaid under the following terms: 1. When the proposal is incorporated into an approved Change Order accepted by the Owner, endorsed by the Architect, and recognized by the construction lender on the project as an increase to the Prime Contract. 2. If, 60 days have elapsed since the date signed and this Proposal has not been incorporated into a Change Order, the Promissory Note shall become immediately due payable on demand by the holder of this Note. In the event that a payment due under this Note is not made within ten (10) days of the demand, the Borrower shall pay an additional late fee in the amount of 3% percent of said payment. All payments due under this note shall be made at 4700 SW Macadam Ave. Suite 200 Portland, OR 97239, or at such other place as the holder of this Note may designate in writing. In the event of default, the **Pavilion Construction NW LLC** agrees to pay all costs and expenses incurred by the Contractor, including all reasonable attorney fees (including both hourly and contingent attorney fees as permitted by law) for the collection of this Note upon default, and including reasonable collection charges (including, where consistent with industry practices, a collection charge set as a percentage of the outstanding balance of this Note) should collection be referred to a collection agency. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature. In the event that any portion of this Note is deemed unenforceable, all other provisions of this Note shall remain in full force and effect.

Submitted by:

Pavilion Construction NW LLC
 DocuSigned by:
 By: [Signature] July 11, 2016
Project Engineer 484B1... Date
 By: [Signature] July 13, 2016
Vice President/Executive Date

Acknowledged by:

ROBERTSON/SHERWOOD/ARCHITECTS PC
 DocuSigned by:
 By: [Signature] July 13, 2016
41AA0224F177427... Date

Authorized by Signer of:

CITY OF NEWPORT
 DocuSigned by:
 By: [Signature] July 15, 2016
9345267C163E4F5... Date

Potential Change Order / Proposal Itemized Breakdown

Date: 6/20/2016

PCO #: 35



RFI # _____
 ASI / CCD # _____
 Owner Request _____

Cost of Work attributable to the Change

CONTRACT SUM ADJUSTMENT	QTY	Unit	Unit Cost	Subtotal
Quantities and Unit Costs of Materials				
22ga Stainless Steel	1		10,500.00	10,500.00
Delete Specified Materials	1		-2,700.00	-2,700.00
<i>GC provided materials</i>				
				7,800.00

Quantities and Unit Costs of Labor including Burden				
<i>GC provided labor</i>				

Quantities and Unit Costs of Equipment				
<i>GC provided equipment</i>				

Quantities and Unit Costs of Pavilion Supervision				
Project Manager (Costing/Effecting Change)		HR	\$ 110.00	
Superintendent (Administration of Change, Inspections)		HR	\$ 95.00	
Assistant Superintendent (Administration of Change, Inspections)		HR	\$ 80.00	
Project Engineer (RFI, ASI, As-Builts)		HR	\$ 65.00	

General Contractor OHP				
<i>General Conditions</i>	6.00%	%	7,800.00	468.00
<i>Contractor Fee</i>	6.00%	%	7,800.00	468.00
<i>Overhead</i>	2.00%	%	7,800.00	156.00
<i>General Liability Premium</i>	0.78%	%	7,800.00	60.84
<i>P&P Bond Premium</i>	1.00%	%	8,952.84	89.53
<i>Taxes</i>	0.00%	%		

TOTAL CONTRACT SUM POTENTIAL CHANGE: 9,042.37

CLAIM FOR CONTRACT TIME ADJUSTMENT		# of Days
Number of Days work has been delayed as of Claim date		
Contract Time attributable to the Work of the Change		
Reasonable amount of time to effect the Change once approved		
Contractor's Reasonable Claim for Contract Time Adjustment associated with the Change		<u>0</u>
<i>Cost per day of continuing operations beyond Contract Completion Date</i>		<u>1,235.96</u>
<i>Pending Cost Claim for operations beyond Contract Time</i>		

TS _____
 PM Initials _____



12209 NE Fourth Plain Blvd. Unit V
Vancouver, WA 98682 USA

Phone: 360.253.7103
Fax: 360.253.6951

Custom Metal Roofing, Siding & Flashing Specialist

**WA: ADVANMS963JT
OR CCB: 161784
WBE: 8205**

BID PROPOSAL

PROPOSAL SUBMITTED TO: PHONE: FAX: DATE:

Pavilion Construction			
ATTN: Terry Shanley			

STREET: JOB NAME: Newport Aquatic Center

--	--

CITY, STATE, ZIP CODE: JOB LOCATION:

--	--

ARCHITECT: DATE OF PLANS: JOB PHONE:

--	--	--

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

<p>Provide materials & labor using 22ga stainless steel footing flashing as per attached detail. 2nd piece of materials per detail utilizing standard color 24ga materials. Approx. 550' lineal feet.</p> <p>Note: Deduct \$1000.00 from price to utilize 24ga stainless steel materials.</p>
--

PLEASE CALL WITH QUESTIONS: **Mark Presting 360-903-0804**

WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR – COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS FOR THE SUM OF: **\$ 10,500.00**_____

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM SPECIFICS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTIGENT UPON STRIKES, ACCIDENTS OR DELAYS.

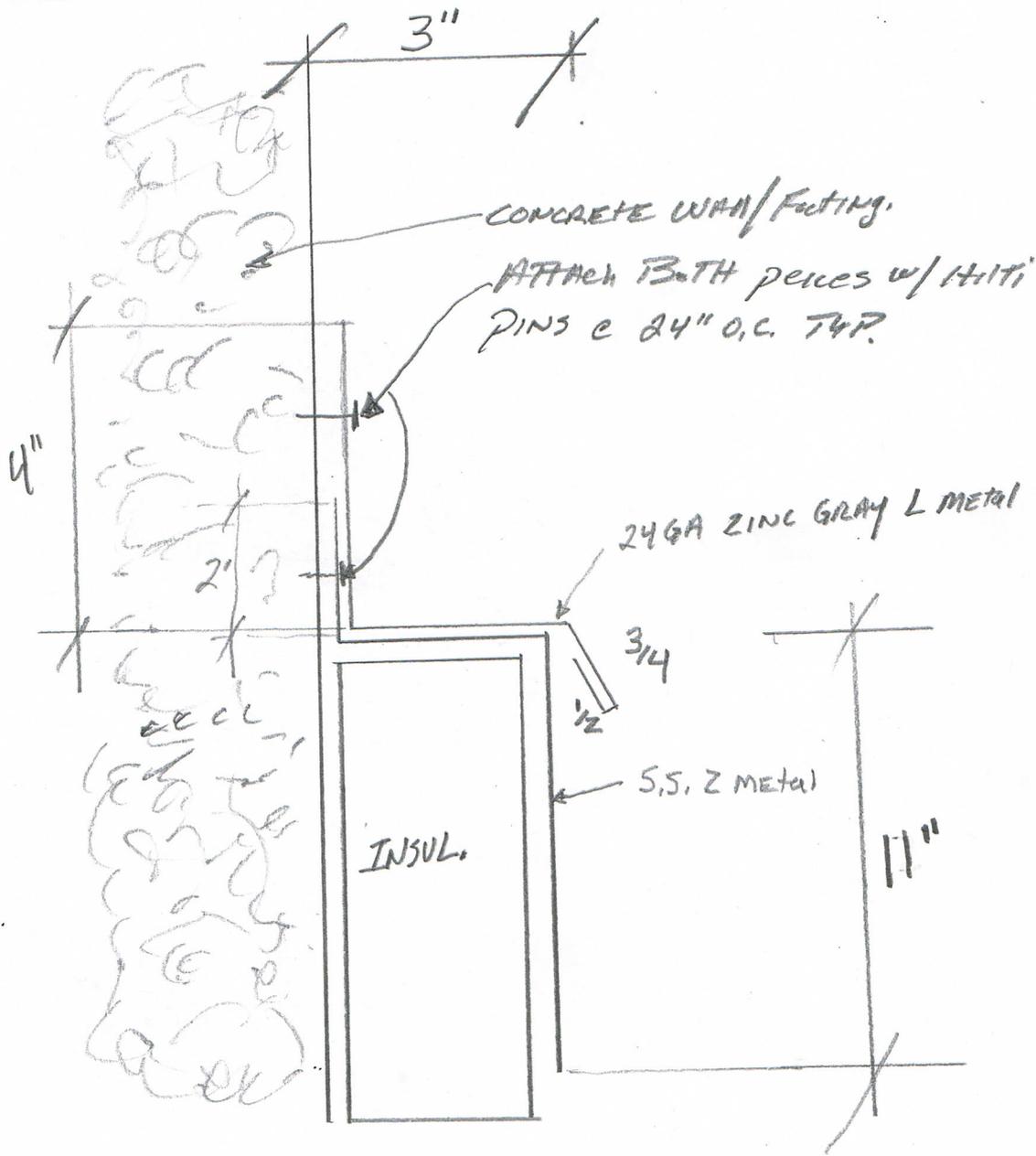
NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN _____ DAYS.



Custom Metal Roofing, Siding & Flashing Specialist.

12209 NE Fourth Plain Unit V
Vancouver, WA 98682
Phone: 360.253.7103
Fax: 360.253.6951
WA: ADVANMS963JT
OR: CCB# 161784

Drawing	Drawn By: Mark P
Referenced Detail: C/A4.2	Job Name: NEWPORT AQUATIC CTR
Notes: NTS	Job Address:
	6/16/16





Pavilion Construction NW LLC
4700 SW Macadam Ave. Suite 200
Portland, OR 97239

Proposal #: 5

Newport Aquatic Pool

Date of Claim: **12 / 28 / 2015**

Proposal Status: **For Approval**

Reference of Claim: **PCO**

Description of Contract Change Directive: **Labor and Materials to Install Drinking Fountain per RFP 1.**

Pavilion Construction NW LLC makes claim for a Contract Change Directive at Newport Aquatic Pool, 225 SE Avery Street, Newport, OR, 97365, citing non-conformance to the terms and conditions of the mutual Prime Contract with CITY OF NEWPORT, Newport Aquatic Center & City Hall respectfully request that CITY OF NEWPORT review and respond to the claim below.

Contract Compensation Adjustment Proposed:

Item:	1	Hard Cost:	Labor to Install Fountain and Added Plumbing	1,035.00
AIA Line:	220001	General Conditions:		62.10
		Contractor Profit:		51.75
		Payment and Performance Bond:		11.79
		Overhead:		30.53
		Sales Tax (local current rate in GC):		0.00

Item:	2	Hard Cost:	Material to Install Drinking Fountain	1,953.00
AIA Line:	220001	General Conditions:		117.18
		Contractor Profit:		97.65
		Payment and Performance Bond:		22.25
		Overhead:		57.61
		Sales Tax (local current rate in GC):		0.00

Item:	3	Hard Cost:	Subcontractor OH & P	385.00
AIA Line:	220001	General Conditions:		23.10
		Contractor Profit:		19.25
		Payment and Performance Bond:		4.39
		Overhead:		11.36
		Sales Tax (local current rate in GC):		0.00

Proposal shall expire	Total	\$ 3,881.96
on: 1/4/2016	Propose to add days:	0



Proposal #: 5

Pavilion Construction NW LLC
4700 SW Macadam Ave. Suite 200
Portland, OR 97239

Proposal Promissory Note

On this date of **12/28/2015**, in return for valuable consideration received, **CITY OF NEWPORT**, the "Owner", jointly and severally promise to pay to **Pavilion Construction NW LLC**, the "Contractor", the sum of **\$3,881.96** Dollars. This loan shall be repaid under the following terms: *Unless the proposal is incorporated into an approved Change Order accepted by the Owner, endorsed by the Architect, and recognized by the construction lender on the project as an increase to the Prime Contract. If 10 days have elapsed since the date signed and this Proposal has not been incorporated into a Change Order, the Promissory Note shall become immediately due payable on demand by the holder of this Note.* In the event that a payment due under this Note is not made within ten (10) days of the demand, the Borrower shall pay an additional late fee in the amount of 3% percent of said payment. All payments due under this note shall be made at 4700 SW Macadam Ave. Suite 200 Portland, OR 97239, or at such other place as the holder of this Note may designate in writing. In the event of default, the **Pavilion Construction NW LLC** agrees to pay all costs and expenses incurred by the Contractor, including all reasonable attorney fees (including both hourly and contingent attorney fees as permitted by law) for the collection of this Note upon default, and including reasonable collection charges (including, where consistent with industry practices, a collection charge set as a percentage of the outstanding balance of this Note) should collection be referred to a collection agency. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature. In the event that any portion of this Note is deemed unenforceable, all other provisions of this Note shall remain in full force and effect.

Submitted by:
Pavilion Construction NW LLC

Acknowledged by:
ROBERTSON/SHERWOOD/ARCHITECTS PC

Authorized by Signer of:
CITY OF NEWPORT

DocuSigned by:
By: [Signature] January 12, 2016 Date
Project Executive
By: [Signature] January 12, 2016 Date
Vice President/President

By: [Signature] 1-29-16 Date

By: [Signature] 1/29/16 Date

PROCEED ON A TIME
AND MATERIAL BASIS
NOT-TO-EXCEED
AMOUNTS LISTED IN
THIS P.C.O.

[Signature]

Change Request

Commercial & Industrial



II-S MECHANICAL INC.
PLUMBING & HEATING

PO Box 639
Stayton, OR 97383
PH: 503-769-3738
FAX: 503-769-4374

TO: Pavilion Construction

Item Reference: RFP #1 (REVISED)

Project Name: Newport Aquatic	Reference No: 6193 (REVISED)	Change No: 1 (REVISED)	Date: 1/11/2016
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Description of Work:

Cost for labor and material to provide and install one DF-1 drinking fountain per RFP 1. Includes excavation, insulation and permit fee.

Labor 14.4 hours at \$72.13

Itemized Cost Breakdown:

Division of Work:	Sub Contractor Name:	Price:
Insulation		\$110
Excavation		\$45
II-S Mechanical, Inc. Cost:		
	Material	\$1,743
	Labor	\$1,035
	Other Expense	
	OH&P Markup	\$345
Contract Time Required:	Total Cost	\$3,278

Reply:

Accepted By: _____ Title: _____ Date: _____

REQUEST FOR PROPOSAL

Project: Newport Aquatic Center
225 SE Avery Street
Newport, OR 97365

RFP Number: 01

Date: 1 October 2015

To: Pavilion Construction
Attention: Rodney Huschka

A/E Project Number: 1419

Contract For: New Construction

From: Scott Stolarczyk, AIA
Robertson|Sherwood|Architects pc

This Request for Proposal (RFP) contains an itemized quotation for changes in the Contract Sum and/or Time in response to proposed modifications to the Contract Documents and/or based on Request for Information No:

Description of Proposed Change:

Add a drinking fountain (DF-1) to the east wall of Natatorium 150, adjacent to Door 153A as shown on the attached Drawings.

DRINKING FOUNTAIN

- A. Acceptable Manufacturers: American Standard, Acorn, Bradley, Elkay, Guardian, Halsey Taylor, Haws.
- B. Drinking Fountain (DF-1):
 - 1. Fixture: Elkay Model EZSTLDDWSK wall mounted drinking fountain without cooler; stream splitter, basin, single lever, stainless steel finish, wall hanger, bottle filler. ADA compliant.

Attachment: Revised Drawings Sheets A1.1, A1.4, P0.1, P1.1, P4.1, dated 14 August 2015

Reason For Change: State pool code requirement

Proposed Change in Contract Sum:
Proposed Change in Contract Time:

Attached is supporting information from: _____ Contractor _____ Subcontractor _____ Supplier
Copies to: _____ Owner _____ Consultants _____ Field

Signed for: Pavilion Construction

by:

Date:

Architect Recommendation for Approval: _____ Yes _____ No

Date:

Owner Authorization to Proceed and Prepare Change Order: _____ Yes _____ No

Date:



Pavillon Construction NW LLC
4700 SW Macadam Ave. Suite 200
Portland, OR 97239

Proposal #: 10

Newport Aquatic Pool

Date of Claim:

Proposal Status: Pending

Reference of Claim: P00

Description of Contract Change Directive: Savings for using GE model Panelboard in place of specified model.

Pavillon Construction NW LLC makes claim for a Contract Change Directive at Newport Aquatic Pool, 225 SE Avery Street, Newport, OR, 97365, citing non-conformance to the terms and conditions of the mutual Prime Contract with CITY OF NEWPORT, Newport Aquatic Center & City Hall respectfully request that CITY OF NEWPORT review and respond to the claim below.

Contract Compensation Adjustment Proposed:

Item:	1	Hard Cost:	VE savings for GE Panelboard	-1,034.00
AIA Line:	260001	General Conditions:		0.00
		Contractor Profit:		0.00
		Payment and Performance Bond:		0.00
		Overhead:		0.00
		Sales Tax (local current rate in GC):		0.00

Total \$ -1,034.00
Propose to add days: 0

Proposal shall expire on:

Proposal Promissory Note

On this date of, in return for valuable consideration received, **CITY OF NEWPORT**, the "Owner", jointly and severally promise to pay to **Pavillon Construction NW LLC**, the "Contractor", the sum of **-\$-1,034.00** Dollars. This loan shall be repaid under the following terms: 1. When the proposal is incorporated into an approved Change Order accepted by the Owner, endorsed by the Architect, and recognized by the construction lender on the project as an increase to the Prime Contract. 2. If, 60 days have elapsed since the date signed and this Proposal has not been incorporated into a Change Order, the Promissory Note shall become immediately due payable on demand by the holder of this Note. In the event that a payment due under this Note is not made within ten (10) days of the demand, the Borrower shall pay an additional late fee in the amount of 3% percent of said payment. All payments due under this note shall be made at 4700 SW Macadam Ave. Suite 200 Portland, OR 97239, or at such other place as the holder of this Note may designate in writing. In the event of default, the **Pavillon Construction NW LLC** agrees to pay all costs and expenses incurred by the Contractor, including all reasonable attorney fees (including both hourly and contingent attorney fees as permitted by law) for the collection of this Note upon default, and including reasonable collection charges (including, where consistent with industry practices, a collection charge set as a percentage of the outstanding balance of this Note) should collection be referred to a collection agency. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature. In the event that any portion of this Note is deemed unenforceable, all other provisions of this Note shall remain in full force and effect. All terms and conditions of this Note

Submitted by:
Pavillon Construction NW LLC
DocuSigned by:

Acknowledged by:
ROBERTSON/SHERWOOD/ARCHITECTS PC

Authorized by Signer of:
CITY OF NEWPORT

By: [Signature] February 11, 2016
Project Executive/President Date
By: Rob Olson February 11, 2016
Vice President/President Date

By: [Signature] 2/18/16
Date

By: [Signature]
Date 2/16/16

Potential Change Order / Proposal Itemized Breakdown

Date: 2/8/2016
 PCO #: 10



RFI # _____
 ASI / CCD # _____
 Owner Request Deduct for GE Panelboard

Cost of Work attributable to the Change

CONTRACT SUM/TIME ADJUSTMENT	QTY	Unit	Unit Cost	Subtotal
DETAILED NARRATIVE OF THE TIME IMPACT AND HISTORY OF PROVIDED DIRECTION				
Subcontract proposed a GE brand Panelboard instead of Brand Specified for a savings of \$1,034.00 to thw Owner. City of Newport accepted the substitution and approved the submittal and deduct in cost.				
(Subcontractor) Quantities and Unit Costs of Materials and Labor, labor burden and OH&P				
Deduct for GE Panelboard	1	LS	1,304.00	1,304.00
		LS		0.00
(General Contractor)General Conditions Site Operations Cost for increasing contracted scope of work				
GC Project Manager		HR	110.00	0.00
GC Superintendent		HR	95.00	0.00
GC Project Engineer		HR	65.00	0.00
GC Contract Administrator		HR	65.00	0.00
GC Estimator		HR	85.00	0.00
GC Executive Overhead		HR	150.00	0.00
GC provided equipment				
Construction Trailer		LS		0.00
Site Fencing		LS		0.00
Storage Containers		LS		0.00
Forklift		LS		0.00
Trash services		LS		0.00
Toilet services		LS		0.00
Internet services		LS		0.00
Temp heat				
Quantities and Unit Costs of Insurance and use tax				
GC General Liability Premium	0.006	%		

HARD COST OF WORK ATTRIBUTABLE TO THE CHANGE: DS \$1,034.00

Reese Electric, Inc.

ELECTRICAL CONTRACTORS
1750 SHERMAN AVENUE
P.O. BOX 1068
NORTH BEND, OR 97459
Oregon CCB #23563
California C-10 969623
(541) 756-0581
FAX: 756-6613

CHANGE ORDER

Date: 1/7/2016

Contractor/ Architect Project #:

Our Change Order #: 01

Your Proposal Request #:

To: Pavilion Construction

Project: Newport Aquatic Center

Location:

DESCRIPTION: Deductive change order for value engineering the switchgear.

Total Cost This Change Order

Add.....\$1,034.00

- (*1) Cost of labor is not calculated at overtime/shift rate.
- (*2) This change order may be withdrawn if not accepted in 15 days.
- (*3) **Day(s) added to complete this change order:**
- (*4) If a material and labor breakdown is required a \$45.00 administrative fee will be added to the above change order cost.
- (*5) As it is work performed outside the contract scope of work this change order will not be bound by contract terms and conditions, including retention.
- (*6) This change order constitutes compensation in full on behalf of the contractor and its subcontractors and suppliers for direct costs only which are attributable to the changes ordered herein. **We reserve our right to time extensions, time-related costs and any indirect costs that result or flow from the changes herein.**

Reese Electric, Inc.

Accepted by:

Accepted by:

Chad Franklin

Signature

Chad Franklin

Printed Name & Title

1/7/2016

Date

Signature

Printed Name & Title

Date

Please sign and return one copy. The other original copy is for your records.

SUBSTITUTION REQUEST FORM – 01 60 01

SUBSTITUTION REQUEST FORM

TO: Robertson/Sherwood/Architect pc
 132 East Broadway - Suite 540
 Eugene, Oregon 97401

PROJECT: Newport Aquatic Center
 225 SE Avery Street
 Newport, Oregon

SPECIFIED ITEM: 26 24 16
 Section Paragraph Description

The undersigned requests consideration of the following:

PROPOSED SUBSTITUTION: Propose a GE product for a cost saving of \$1,034.00

Attached data includes product descriptions, specifications, drawings, photographs, performance and test data adequate for evaluation of request including identification of applicable data portions.

Attached data also includes description of changes to Contract Documents and proposed substitution requires for proper installation.

The undersigned certifies following items, unless modified by attachments, are correct:

1. Proposed substitution does not affect dimensions shown on drawings.
2. Undersigned pays for changes to building design, including engineering design, detailing, and construction costs caused by proposed substitution.
3. Proposed substitution has no adverse effect on other trades, construction schedule, or specified warranty requirements.
4. Maintenance and service parts available locally or readily obtainable for proposed substitution.

Undersigned further certifies function, appearance, and quality of proposed substitution are equivalent to or superior to specified item.

Submitted by: <u>Reese Electric</u> Signature: <u>See Attached Submittal</u> Firm: _____ Address: _____ _____ Date: _____ Tel: _____ Fax: _____ Attachments: _____	For use by Architect: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as noted. <input type="checkbox"/> Not Approved <input type="checkbox"/> Received too late By: _____ Date: _____ _____ For use by Owner's Representative: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as noted. <input type="checkbox"/> Not Approved <input type="checkbox"/> Received too late By: _____ Date: _____
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Pavilion Construction NW LLC
4700 SW Macadam Ave. Suite 200
Portland, OR 97239

**Proposal #:
14**

Newport Aquatic Center

Date of Claim: **3/3/2016**

Proposal Status: **Open**

Reference of Claim: **PCO**

Description of Contract Change Directive: **Change lockers at Locker Rm 131A and Locker Rm 134A from Owner-Furnished/Contractor Installed to Contractor Furnished/Contractor Installed.**

Pavilion Construction NW LLC makes claim for a Contract Change Directive at Newport Aquatic Center, 225 SE Avery Street, Newport, OR, 97365, citing non-conformance to the terms and conditions of the mutual Prime Contract with CITY OF NEWPORT, Newport Aquatic Center & City Hall respectfully request that CITY OF NEWPORT review and respond to the claim below.

Contract Compensation Adjustment Proposed:

Item:	1	Hard Cost:	Provide Lockers	13,130.00
AIA Line:		General Conditions:		787.80
		Contractor Profit:		787.80
		Payment and Performance Bond:		150.86
		Overhead:		262.60
		Insurance:		118.17

Total \$ 15,237.23

Proposal shall expire on: 3/3/2016

Propose to add days: 0

Proposal Promissory Note

On this date of **3/3/2016**, in return for valuable consideration received, **CITY OF NEWPORT**, the "Owner", jointly and severally promise to pay to **Pavilion Construction NW LLC**, the "Contractor", the sum of **\$15,237.23** Dollars. This loan shall be repaid under the following terms: 1. When the proposal is incorporated into an approved Change Order accepted by the Owner, endorsed by the Architect, and recognized by the construction lender on the project as an increase to the Prime Contract. 2. If, 60 days have elapsed since the date signed and this Proposal has not been incorporated into a Change Order, the Promissory Note shall become immediately due payable on demand by the holder of this Note. In the event that a payment due under this Note is not made within ten (10) days of the demand, the Borrower shall pay an additional late fee in the amount of 3% percent of said payment. All payments due under this note shall be made at 4700 SW Macadam Ave. Suite 200 Portland, OR 97239, or at such other place as the holder of this Note may designate in writing. In the event of default, the **Pavilion Construction NW LLC** agrees to pay all costs and expenses incurred by the Contractor, including all reasonable attorney fees (including both hourly and contingent attorney fees as permitted by law) for the collection of this Note upon default, and including reasonable collection charges (including, where consistent with industry practices, a collection charge set as a percentage of the outstanding balance of this Note) should collection be referred to a collection agency. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature. In the event that any portion of this Note is deemed unenforceable, all other provisions of this Note shall remain in full force and effect. All terms and conditions of this Note shall be interpreted under the laws of **OR**.

Submitted by:
Pavilion Construction NW LLC
DocuSigned by:

Acknowledged by:
ROBERTSON/SHERWOOD/ARCHITECTS PC

Authorized by Signer of:
CITY OF NEWPORT

By: [Signature] March 8, 2016
Project Manager Date

By: _____ Date

By: [Signature] Date

By: [Signature] March 8, 2016
Vice President/President Date

3/9/16

Potential Change Order / Proposal Itemized Breakdown

Date: 3/8/2016
 PCO #: 14



RFI # _____ RFP 9 _____
 ASI / CCD # _____
 Owner Request _____

Cost of Work attributable to the Change

CONTRACT SUM/TIME ADJUSTMENT		QTY	Unit	Unit Cost	Subtotal
DETAILED NARRATIVE OF THE TIME IMPACT AND HISTORY OF PROVIDED DIRECTION					
Description of Proposed Change:					
Refer to the attached revised Drawings and new specification section:					
1 Change lockers at Locker 131A and Locker 134A from Owner-Furnished/Contractor Installed to Contractor Furnished/Contractor Installed.					
2 Change layout of lockers, CMU bases, and benches as shown.					
3 Delete the lockers and CMU base from Natatorium 151A. (Note: A different cubby layout for the natatorium will be issued in a future RFP)					
(Subcontractor) Quantities and Unit Costs of Materials and Labor, labor burden and OH&P					
Engineered Products Quote furnish and install lockers	1	LS			15,630.00
Deduct PAV Installation cost	1	LS			-2,500.00
Total					13,130.00
(General Contractor) General Conditions Site Operations Cost for increasing contracted scope of work					
GC Project Manager		HR	110.00		
GC Superintendent		HR	95.00		
GC Project Engineer		HR	65.00		
GC Contract Administrator		HR	65.00		
GC Estimator		HR	85.00		
GC Executive Overhead		HR	150.00		
Quantities and Unit Costs of Insurance and use tax					
GC General		6%			787.80
GC Profit		6%			787.80
GC Bond		1%			150.86
GC Overhead		2%			262.60
GC Insurance		0.90%			118.17
HARD COST OF WORK ATTRIBUTABLE TO THE CHANGE:					15,237.23

DocuSigned by:

 March 8, 2016
 74A1109A201C4CC...



Engineered Products, A Pape Company

7000 SW Sandburg St.
Portland, OR 97223

Tel: (503) 350-3221
fax: (503) 350-3232
e-mail: thannibal@eppape.com

Washington Contractor License: ENGINPC931CO
Oregon Contractors License: #174426
Federal ID#22-3949676

Quotation:

Date: 2/25/16

To: PAVILION CONSTRUCTION
Attn: Owen Blakesley

From: Tom Hannibal

RE: Newport Aquatic Center
Newport, OR

Page 1 of 2

We propose to furnish the equipment and or services described below based on acceptance of our General Terms and Conditions contained on the second page of this quote.
Section 10 51 00 LOCKERS

- Manufacturer: Penco Products, Inc., APPROVED MANUFACTURER
- Style: Heavy duty ventilated lockers. Invincible II. Recess handle, Single tier
4 high box: door pull, no lock bar. 14 ga. door and 16 ga. body parts, except back 18 ga.
Knock down construction. Field assembled with rivets.
- Size: Single tier: 12"w x 18"d x 60"h. 4 high box: 12"w x 18"d x 15/60"h
- ADA: 8 ea. in single tier with ADA sticker
- Door: Diamond perforations
- Sides: Diamond perforations. Except end of rows are solid ends
- End Panels: 16 ga. box, no exposed nuts or bolts
- Base: 16" base by others
- Tops: Slope hood, 16 ga.
- Coat Rods: Only in single tier
- Steel: Electro-galvanized
- Color: Exterior and Interior: Penco standard colors
- Finish: Powder Coat**
- # Plates: 1 up per room unless otherwise specified
- Fillers: As needed
- Benches: By others
- Quantity: Room 134A: 15 frames single tier. 13 frames 4H box
Room 131A: 15 frames single tier. 13 frames 4H box

Furnish and Install: \$15,630.00

FOB: Destination, tailgate. Unloading by others.

Delivery: 9-10 weeks upon receipt of returned and approved submittals

Note: This bid does not include the benches.

EXCEPTIONS AND CLARIFICATIONS. Any specification referencing factory assembled or all welded lockers does not apply. Bidding as approved Invincible II, knock-down type

Storage and Material Handling Specialists



General Terms and Conditions

1. Pricing Limitations. Newport Aquatic Center Date:2/25/16 Page 2/2
 - a. Purchaser should be aware that steel and other commodity prices are currently very volatile. As such this pricing is valid thru 12/31/16
 - b. Pricing is based on a free and clear work area at ambient temperatures. Any delays due to other trades, obstructions, or unfavorable jobsite conditions including compressing installation schedule may result in additional labor charges.
 - c. Above pricing is based on installation by nonunion labor. Prevailing wages and BOLI bond are included, if applicable.
 - d. Pricing is based on installation being done in one phase.
 - e. Working hours approximately 7:00 AM to 5:00 PM, Monday thru Friday.
 - f. Estimated completion by 12/31/16.
 - g. Changes in "as built" conditions may change designs as detailed within quote and drawings. Changes and/or field modifications to design may result in additional cost. No credit will be provided to Purchaser for related surplus materials. Changes to the scope of the project may result in changes in unit prices.
 - h. Changes to design necessitated by permit authorities or others may result in additional cost. Seller recommends submitting for permits prior to release of materials to minimize cost associated with changes to design required by permit authorities.
 - i. The above price excludes any applicable bonding requirement unless otherwise agreed. Bonds required by the customer will be an additional cost to the contract.
 - j. Seller's bid price is conditioned on the understanding that the work set forth is based on the specifications only. As such, should a conflict exist between the specifications and the drawings, the specifications shall take precedent unless noted otherwise. Seller does not assume responsibility for errors in submittal review and approval by general contractor or its agents.
2. Payment Terms.
 - a. All prices are in U.S. Dollars. Net 15 days.
 - b. Purchaser must pay a late charge of 1½ percent per month of the unpaid balance. Title of all merchandise supplied will remain with the Seller until paid in full by Purchaser.
 - c. Credit Card Payments: Maximum transaction is \$5,000.00.
3. Retention: No retention will be held by Purchaser on "Materials Only" contracts and Purchase Orders. All other contracts: Retention balances of less than \$500.00 will be paid 30 days following completion of Seller's scope of work. Retention balances exceeding \$500.00 will be paid in accordance with contract documentation.
4. Items Excluded.
 - a. Unless otherwise noted the following shall be by others: Preparation of sites, removal of all obstructions to accept equipment, and cutting, patching and painting, electrical work including wiring to controls.
 - b. Sprinklers if required are excluded unless stated otherwise.
 - c. Fire abatement consultancy if required is excluded unless stated otherwise.
 - d. Emergency egress lighting and associated signage is excluded unless stated otherwise.
 - e. Special inspection fees (anchoring) are excluded unless stated otherwise.
5. Items Included.
 - a. All lift equipment required for installation is included unless stated otherwise.
 - b. Freight to job site is included unless stated otherwise.
6. Purchaser's Responsibilities.
 - a. Secure onsite covered storage to be provided by the Purchaser. Purchaser is responsible for damage to the finish of products caused by exterior storage of goods.
 - b. Unloading of the material is the responsibility of general contractor.
 - c. Wiping down and cleaning construction dust from products after field assembly is excluded and is the responsibility of the contractor
 - d. A waste dumpster for packaging materials is to be provided by contractor at no cost to Seller.
 - e. Seismic engineering and calculations, permits, licenses, and interpretation of building are the responsibility of the Purchaser unless expressly included.
7. Shipment Delays. The named shipment date is approximate and the Seller assumes no liability for damage due to delay in shipment or delivery including, but not by way of limitation, delays caused by acts of God, labor disputes, delays of carriers, delays of suppliers, or by other conditions beyond Seller's reasonable control.
8. Insurance.
 - a. Seller's bid is based on the insurance limits as detailed below: Commercial General Liability: Bodily Injury/Property Damage/Personal Injury: \$1,000,000.00 each occurrence, total aggregate \$2,000,000.00. Product Completed Operations Aggregate Limit: \$2,000,000.00. Excess/Umbrella Liability: \$10,000,000.00 per occurrence, \$10,000,000.00 aggregate. Certificates of insurance with a blanket additional insured endorsement will be provided at no additional cost. Additional liability limits and other additional endorsements are excluded from Seller's bid.
 - b. Insurance for Seller's subcontractors will be limited to \$1,000,000.00 of liability coverage per occurrence with \$1,000,000.00 of General Aggregate Liability Coverage.
 - c. Contracts that require specific insurance certificate language must be reviewed and accepted by Seller's Commercial General Liability Insurance provider. Seller makes no representation that Seller's insurance provider will accept language required by the general contractor. Specific certificate language will be mutually negotiated prior to Seller's acceptance of the contract.
 - d. Acceptance of contractor provided or owner provided insurance by Seller is subject to Seller's review of the proposed policies/coverage. Reduction in sales price will not be made if Seller's insurance is not required.
9. WA State Sales Tax: WA State Sales Tax is additional unless Purchaser provides a valid exemption certificate.
10. Governing Law. All orders will be governed by the laws of the State of Oregon.
11. Attorneys' Fees. In the event suit or action is instituted against Purchaser on account of or in connection with this order, Purchaser agrees to pay, in addition to the costs and disbursements provided by law, such sum as the court may award as reasonable attorneys' fees in both the trial and appellate courts.
12. Warranties. Any warranties for material supplied according to the terms herein are strictly given by the manufacturer only. Copies of the manufacturer's warranty will be provided by Seller. Seller warrants the labor performed according to the terms herein to be free from defects in workmanship for a period of one year from the date the work was completed. If a defect in workmanship is found within the one year Seller will correct the defect at no cost to Purchaser. THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO SELLER PROVIDING LABOR AND MATERIALS TO CORRECT THE DEFECT.
13. Limitation of Damages: SELLER SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL, ECONOMIC, CONSEQUENTIAL, OR OTHER DAMAGES. Any contract provision that obligates Seller for such damages including, but not limited to, loss of use of productive facilities or equipment, lost profits, property damage or lost production, whether suffered by Purchaser or third party, irrespective of whether claims or actions for such damages are based upon contract, warranty, tort (including negligence), strict liability or otherwise will be limited to the total bid amount up to a maximum of \$5,000.00.
14. Miscellaneous.
 - a. All orders are subject to credit approval.
 - b. Orders may not be cancelled unless approved in writing by Seller, and in the event of such agreement, the cancellation is subject to reasonable cancellation charges.
 - c. Seller reserves the right to utilize third party subcontract installation contractors.
 - d. Manufacturers typically supply surplus parts on a project. Additional parts will be disposed of by Seller and no credit will be due Purchaser.
 - e. The Purchaser agrees that should a contract be issued to the Seller this quotation or its terms and conditions as detailed within shall be binding on the contract and that in the event of a conflict the terms of this tender shall take precedent.
 - f. Seller acknowledges receipt of Addenda
15. Condition Precedent: In the event that Seller agrees to a Condition Precedent obligation, the specific language of a Condition Precedent provision will be mutually negotiated and limited solely to Seller's assumption of credit risk and will specifically exclude any assumption of risk associated with a dispute between the owner and general contractor that is outside of Seller's scope of work. General contractor agrees to supply Seller with its complete financial review of the owner's financial condition and assessment of credit worthiness as necessary to support a Condition Precedent obligation. Contractor agrees to waive any Condition Precedent obligation in absence of providing such documentation.
16. Entire Agreement. The foregoing and any addendum shall constitute the complete and exclusive agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, guarantees, or obligations whatsoever, either expressed or implied, other than as herein set forth or provided for shall be binding on either party.

PURCHASER'S INITIALS

REQUEST FOR PROPOSAL

Project: Newport Aquatic Center
225 SE Avery Street
Newport, OR 97365

RFP Number: 09

Date: 18 February 2016

To: Pavilion Construction
Attention: Rodney Huschka

A/E Project Number: 1419

Contract For: New Construction

From: Scott Stolarczyk, AIA
Robertson|Sherwood|Architects pc

This Request for Proposal (RFP) contains an itemized quotation for changes in the Contract Sum and/or Time in response to proposed modifications to the Contract Documents and/or based on Request for Information No:

Description of Proposed Change:

Refer to the attached revised Drawings and new specification section:

1. Change lockers at Locker 131A and Locker 134A from Owner-Furnished/Contractor Installed to Contractor Furnished/Contractor Installed.
2. Change layout of lockers, CMU bases, and benches as shown.
3. Delete the lockers and CMU base from Natatorium 151A. (Note: A different cubby layout for the natatorium will be issued in a future RFP.)

Attachment: Sheets A1.1, A1.4, and A3.1, revised 17 February 2016; Section 10 51 00

Reason For Change: Owner request

Proposed Change in Contract Sum:
Proposed Change in Contract Time:

Attached is supporting information from: _____ Contractor _____ Subcontractor _____ Supplier
Copies to: _____ Owner _____ Consultants _____ Field

Signed for: Pavilion Construction

by:

Date:

Architect Recommendation for Approval: _____ Yes _____ No

Date:

Owner Authorization to Proceed and Prepare Change Order: _____ Yes _____ No

Date:

LOCKERS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Metal lockers.

1.02 RELATED REQUIREMENTS

- A. Section 04 27 31 - Reinforced Unit Masonry: Masonry base construction.

1.03 REFERENCE STANDARDS

- A. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2015.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's published data on locker construction, sizes and accessories.
- C. Shop Drawings: Indicate locker plan layout, numbering plan.
- D. Samples: Submit two samples 4 by 4 inches in size, of each color scheduled.
- E. Manufacturer's Installation Instructions: Indicate component installation assembly.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Protect locker finish and adjacent surfaces from damage.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Metal Lockers:
 - 1. Penco Products, Inc; Invincible II: www.pencoproducts.com.
 - 2. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 LOCKER APPLICATIONS

- A. Athletic Lockers: Single tier and 4 tier configurations metal lockers, wall mounted for base indicated on drawings, knocked-down type.
 - 1. Width: 12 inches.
 - 2. Depth: 18 inches.
 - 3. Height: 60 inches.
 - 4. Fittings: Hat shelf, 2 coat hooks at single-tier units.
 - 5. Locking: Padlock hasps, for padlocks provided by Owner.
 - 6. Provide sloped top.

2.03 METAL LOCKERS

- A. Lockers: Factory assembled, made of formed sheet steel, ASTM A653/A653M SS Grade 33/230, with G60/Z180 coating, stretcher leveled; metal edges finished smooth without burrs; baked enamel finished inside and out.
 - 1. Where ends or sides are exposed, provide flush panel closures.
 - 2. Provide filler strips where indicated, securely attached to lockers.
 - 3. Color: To be selected by Architect; allow for contrasting colors for locker bodies and doors.
- B. Locker Body: Formed and flanged; with steel stiffener ribs; electric spot welded.
 - 1. Body and Shelves: 16 gage, 0.0598 inch.
 - 2. Backs: 18 gage, 0.048 inch.
 - 3. Base: 18 gage, 0.048 inch.
 - 4. Metal Base Height: 4 inch.

- C. Frames: Formed channel shape, welded and ground flush, welded to body, resilient gaskets and latching for quiet operation.
 - 1. Door Frame: 16 gage, 0.0598 inch, minimum.
- D. Doors: Hollow channel edge construction, 1-3/16 inch thick; welded construction, channel reinforced top and bottom with intermediate stiffener ribs, grind and finish edges smooth.
 - 1. Door Outer Face: 14 gage, 0.075 inch, minimum.
 - 2. Form recess for operating handle and locking device; multi-point latch.
 - 3. Provide diamond shaped punched openings in door face for ventilation.
- E. Hinges: Two for doors under 42 inches high; three for doors over 42 inches high; weld securely to locker body and door.
 - 1. Hinge Thickness: 14 gage, 0.0747 inch.
- F. Sloped Top: 16 gage, 0.0598 inch, with closed ends.
- G. Coat Hooks: Stainless steel or zinc-plated steel.
- H. Number Plates: Provide oval shaped brass plates. Form numbers 1 inch high of block font style with ADA designation, in contrasting color.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that prepared bases are in correct position and configuration.
- B. Verify bases are properly sized.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install lockers plumb and square.
- C. Place and secure on prepared base.
- D. Secure lockers with anchor devices to suit substrate materials. Minimum Pullout Force: 100 lb.
- E. Bolt adjoining locker units together to provide rigid installation.
- F. Install end panels, filler panels, and sloped tops.
- G. Install accessories.
- H. Replace components that do not operate smoothly.

3.03 CLEANING

- A. Clean locker interiors and exterior surfaces.

END OF SECTION

WALL SCHEDULE

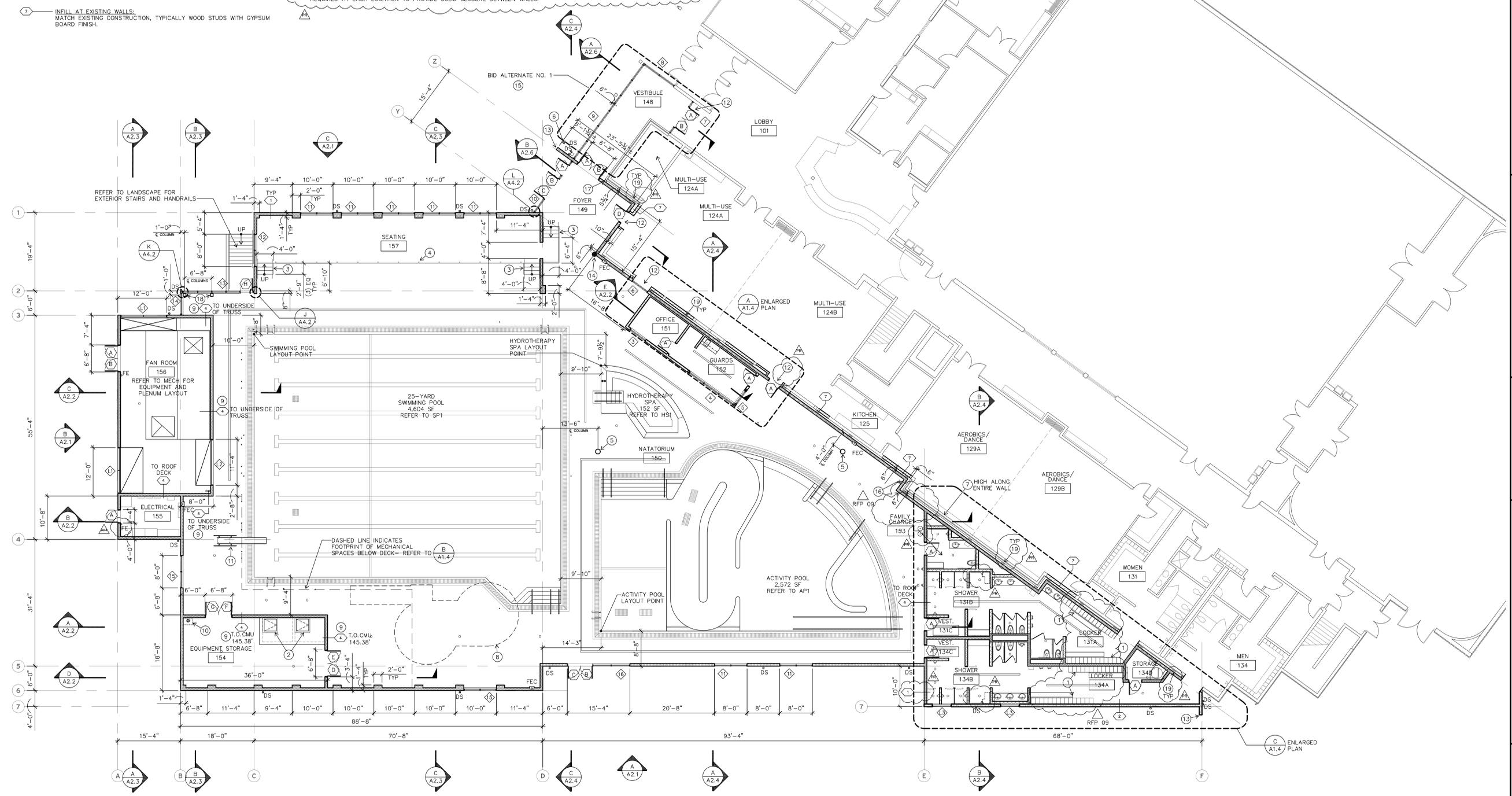
- 1 TYPICAL ABOVE-GRADE EXTERIOR WALL:
 - 8" (NOMINAL) CMU, FULLY GROUTED (7-5/8" CONCRETE AT SIM)
 - WALL VAPOR BARRIER
 - 3/4" RIGID INSULATION
 - 3/4" VERTICAL FURRING STRIPS AT 16" O.C.
 - LAP OR PANEL SIDING; REFER TO EXTERIOR ELEVATIONS
- 2 TYPICAL BELOW-GRADE EXTERIOR WALL:
 - 7-5/8" CONCRETE
 - WALL VAPOR BARRIER
 - 2" BELOW-GRADE RIGID INSULATION
 - SHEET WATERPROOFING
- 3 EXTERIOR FRAMED WALL:
 - ACRYLIC PLASTER (INTERIOR SIDE)
 - 5/8" BACKER BOARD
 - 5-1/2" STEEL STUDS AT 16" O.C., U.O.N.
 - 5/8" EXTERIOR GYPSUM SHEATHING
 - WALL VAPOR BARRIER
 - 2" RIGID INSULATION
 - 3/4" VERTICAL FURRING STRIPS AT 16" O.C.
 - LAP OR PANEL SIDING; REFER TO EXTERIOR ELEVATIONS
- 4 INTERIOR WALL:
 - 8" (NOMINAL) CMU, HEIGHT AS NOTED ELSEWHERE ON DRAWINGS
- 5 INTERIOR FRAMED WALL:
 - ACRYLIC PLASTER
 - 5/8" BACKER BOARD
 - 3-5/8" STEEL STUDS AT 16" O.C., U.O.N.
 - 5/8" BACKER BOARD
 - ACRYLIC PLASTER
- 6 INTERIOR WALL - CONCRETE:
 - 8" CONCRETE. PROVIDE WATERPROOFING OVER INTERIOR SURFACE AT SURGE PITS AND BACKWALL PIT
- 7 INFILL AT EXISTING WALLS:
 - MATCH EXISTING CONSTRUCTION, TYPICALLY WOOD STUDS WITH GYPSUM BOARD FINISH.

KEYED FLOOR PLAN NOTES

- 1 LOCKERS, OF/CI, SET ON 1"-4" HIGH CMU BASE.
- 2 FLOOR HATCH FOR SURGE PIT ACCESS.
- 3 HANDRAIL AT EACH SIDE OF STAIR. REFER TO E/A3.1.
- 4 34" HIGH STANCHION SET IN SLAB WITH WEDGE ANCHOR SIMILAR TO L/3.1, TYPICAL OF (13). CENTER ON PILASTERS, AT CENTER OF STOREFRONT IN NORTH WALL, AND 8" OFF OF SIDE STAIRS. CONNECT TO GROUNDING SYSTEM.
- 5 CONCRETE ENCASED STEEL COLUMN, REFER TO STRUCTURAL. CENTER COLUMN ON THE RIDGE OF THE SCISSOR TRUSSES.
- 6 ADD NEW DOWNSPOUT IN EXISTING GUTTER ADJACENT TO EXISTING DOWNSPOUT.
- 7 INSTALL GLAZING FILM ON INTERIOR FACE OF GLAZING ALONG ENTIRE WALL.
- 8 OUTLINE OF FUTURE SLIDE TOWER.
- 9 TYPE 5 WALL ON TOP OF CMU UP TO UNDERSIDE OF ROOF DECK.
- 10 FIRE SPRINKLER RISER.
- 11 DIVING BOARD, OF/CI.
- 12 EXTEND VCT AT NEW OPENING TO MATCH EXISTING.
- 13 EXTEND NEW WALL TO BACKSIDE OF ROOF FASCIA.
- 14 START POINT FOR LAYOUT OF BUILDING GRID/CMU.
- 15 UNDER BID ALTERNATE NO. 1, CHANGE WALL SEPARATING VESTIBULE 148 AND FOYER 148 FROM WALL TYPE 4 (EXPOSED CMU) TO WALL TYPE 1, WITH INSULATION AND EXTERIOR SIDE ON EXTERIOR FACE.
- 16 APPLY 5/8" CEMENT BOARD AND ACRYLIC PLASTER TO FACE OF CMU, FROM DECK LEVEL TO UNDERSIDE OF ROOF DECK, THIS WALL PLANE.
- 17 PROVIDE EXPANSION JOINT MATERIAL BETWEEN WALLS AND L-SHAPED STEEL COVER PLATE, SIMILAR TO M/A3.1.
- 18 STEEL COLUMN.
- 19 MINERAL FIBER BATT FIREBLOCKING INSTALLED VERTICALLY FROM TOP OF SLAB UP TO UNDERSIDE OF ROOF EXPANSION JOINT, AT 10 FEET MAXIMUM ON CENTER HORIZONTALLY IN GAP BETWEEN EXISTING BUILDING AND ADDITION. CONFIRM THICKNESS OF BATT REQUIRED AT EACH LOCATION TO PROVIDE SOLID CLOSURE BETWEEN WALLS.

GENERAL FLOOR PLAN NOTES

- A. FIELD VERIFY ALL CONDITIONS PRIOR TO BEGINNING WORK. IMMEDIATELY NOTIFY ARCHITECT UPON DISCOVERY OF ANY DISCREPANCIES BETWEEN DRAWINGS AND FIELD CONDITIONS.
- B. DIMENSIONS ARE TO GRIDLINE, FACE OF CMU, FACE OF CONCRETE, OR FACE OF EXISTING FINISH U.O.N.
- C. COORDINATE DIMENSIONS BETWEEN ARCHITECTURAL AND STRUCTURAL DRAWINGS, INCLUDING ELEVATIONS OF BEAMS AND JOISTS PRIOR TO PERFORMING WORK. IMMEDIATELY NOTIFY ARCHITECT OF DISCREPANCIES BETWEEN DRAWINGS.
- D. REFER TO SHEET GO.0 FOR A LIST OF ABBREVIATIONS AND SYMBOLS.
- E. REFER TO SHEET G1.1 FOR LOCATIONS OF FIRE RATED CONSTRUCTION.
- F. REFER TO SHEET A1.5 FOR FINISH FLOOR ELEVATIONS AND DECK DRAINAGE.



A1.1 MAIN LEVEL FLOOR PLAN
1"=10'-0"

PLAN NORTH
NORTH

REGISTERED ARCHITECT
CAROL SHERWOOD
EUGENE, OREGON
STATE OF OREGON

225 SE Avery Street
Newport, OR 97365

Robertson Sherwood Architects pc

www.robertsonsherwood.com
P 541 | 342.8077
F 541 | 345.4302

132 East Broadway, Suite 540
Eugene, Oregon 97401

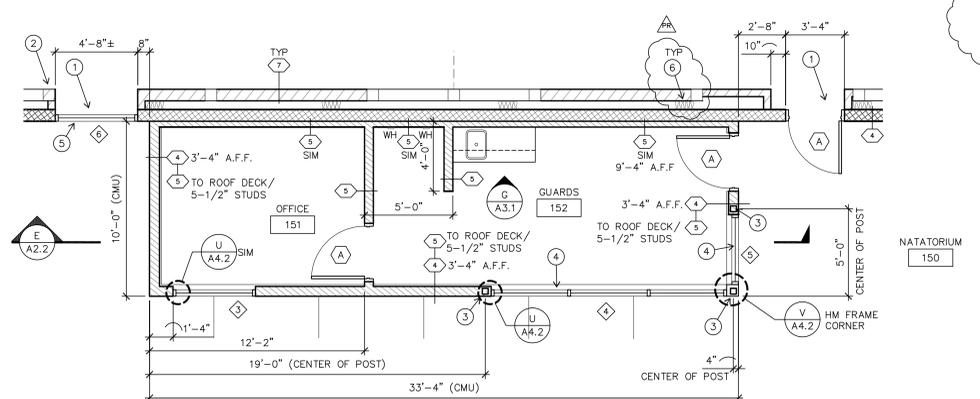
Newport Aquatic Center

ADDITIONAL NO. 3
22 JULY 2015
PLAN REVIEW RESPONSE
14 AUGUST 2015
REQUEST FOR PROPOSAL 09
17 FEBRUARY 2016
RFP 09

FLOOR PLAN

Drawn By: SS
Checked: SS
Date: 17 JUNE 2015
Project: 1419

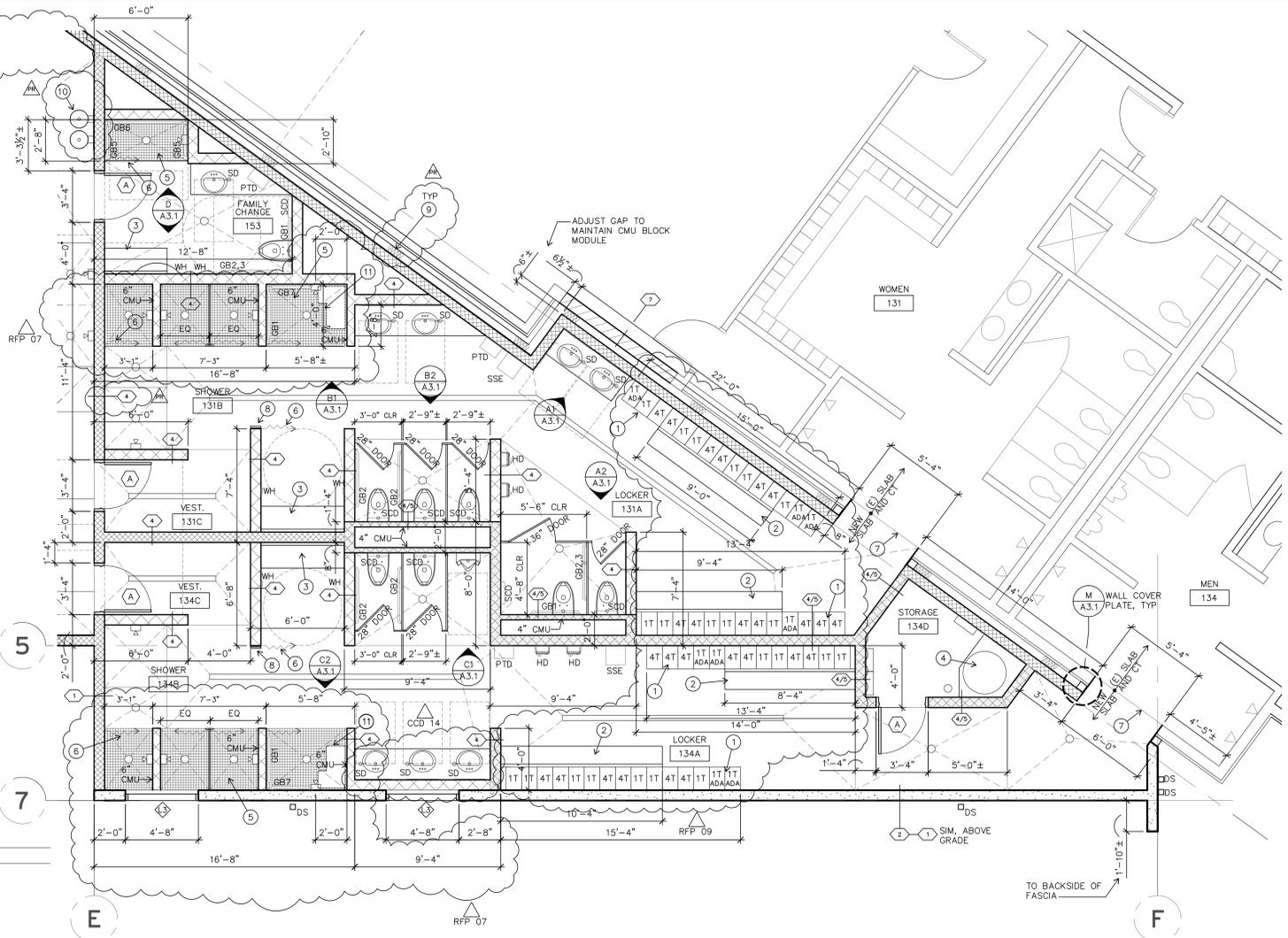
A1.1



A ENLARGED PLAN
1/4"=1'-0"
NORTH

KEYED ENLARGED PLAN NOTES

- 1 PROVIDE VCT ON NEW SLAB AT OPENING, TO MATCH EXISTING.
- 2 VERIFY IN FIELD LOCATION OF EXISTING WOOD POST. MAXIMIZE SIZE OF NEW OPENING TO LARGEST EXTENT POSSIBLE WHILE MAINTAINING BLOCK MODULE FOR NEW CMU WALL.
- 3 HSS 4x4x3/16 POST. ANCHOR TO FOOTING UNDER CMU WALL AND RUN UP THROUGH CMU CELLS.
- 4 HSS 5x4x3/6 HEADER OVER RELITE. REFER TO Q/A4.2.
- 5 90 MINUTE FIRE RATED FRAME AND GLAZING.
- 6 MINERAL FIBER BATT FIREBLOCKING INSTALLED VERTICALLY FROM TOP OF SLAB UP TO UNDERSIDE OF ROOF EXPANSION JOINT, AT 10 FEET MAXIMUM ON CENTER HORIZONTALLY IN GAP BETWEEN EXISTING BUILDING AND ADDITION. CONFIRM THICKNESS OF BATT REQUIRED AT EACH LOCATION TO PROVIDE SOLID CLOSURE BETWEEN WALLS.



C ENLARGED LOCKER ROOM PLAN
1/4"=1'-0"
REFER TO SHEET A1.5 FOR FLOOR ELEVATIONS AND DECK DRAINAGE
PLAN NORTH

KEYED LOCKER ROOM PLAN NOTES

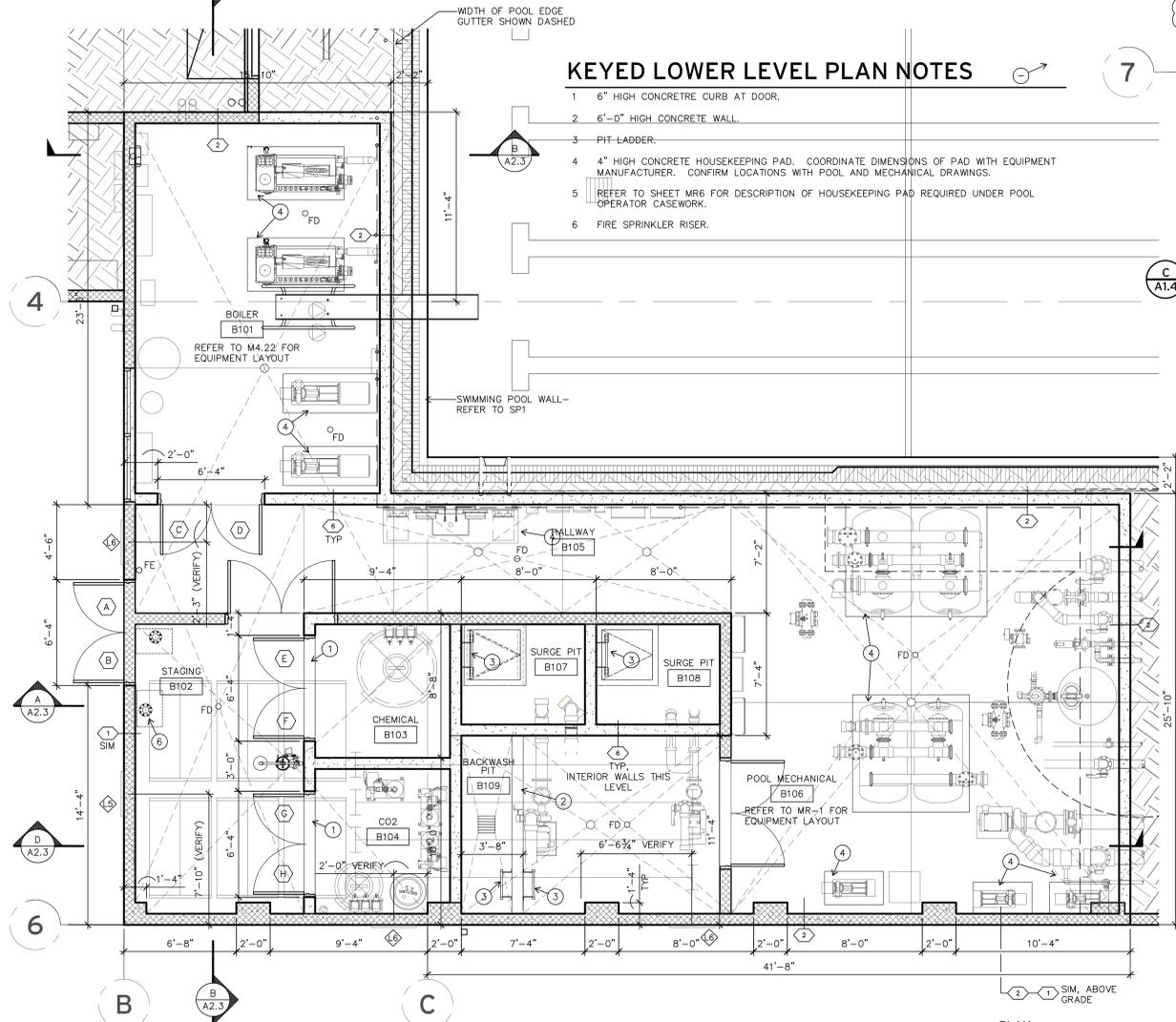
- 1 METAL LOCKERS, CF/GI. SET ON 16" HIGH CMU BASE. WIDTH TO MATCH LOCKERS. VERIFY SIZE AND QUANTITY OF LOCKERS. TEXT AT LOCKER INDICATES NUMBER OF TIERS (1T= TIER, 4T= 4TIER, ADA= ACCESSIBLE SHELVING LAYOUT).
- 2 16" WIDE HPDE BENCH SECURED TO CMU BASE UNDER LOCKERS. SIMILAR TO K/A3.1.
- 3 20" WIDE HPDE BENCH. REFER TO K/A3.1.
- 4 4" HIGH CONCRETE HOUSEKEEPING PAD UNDERNEATH WATER HEATER.
- 5 RECESS SLAB MINIMUM OF 2" FOR MUD SET CERAMIC TILE. SLOPE TILE TO FLOOR DRAINS.
- 6 CURTAIN ROD (CR), CURTAIN, AND CURTAIN HOOKS TYPICAL AT EACH SHOWER STALL AND CHANGING STALL.
- 7 PROVIDE SEALANT JOINT BETWEEN NEW AND EXISTING SLABS.
- 8 WALL BUMPER, REFER TO N/A4.1.
- 9 MINERAL FIBER BATT FIREBLOCKING INSTALLED VERTICALLY FROM TOP OF SLAB UP TO UNDERSIDE OF ROOF EXPANSION JOINT, AT 10 FEET MAXIMUM ON CENTER HORIZONTALLY IN GAP BETWEEN EXISTING BUILDING AND ADDITION. CONFIRM THICKNESS OF BATT REQUIRED AT EACH LOCATION TO PROVIDE SOLID CLOSURE BETWEEN WALLS.
- 10 DRINKING FOUNTAIN.
- 11 FOLDING SHOWER SEAT.

LOCKER ROOM WALL TYPE LEGEND

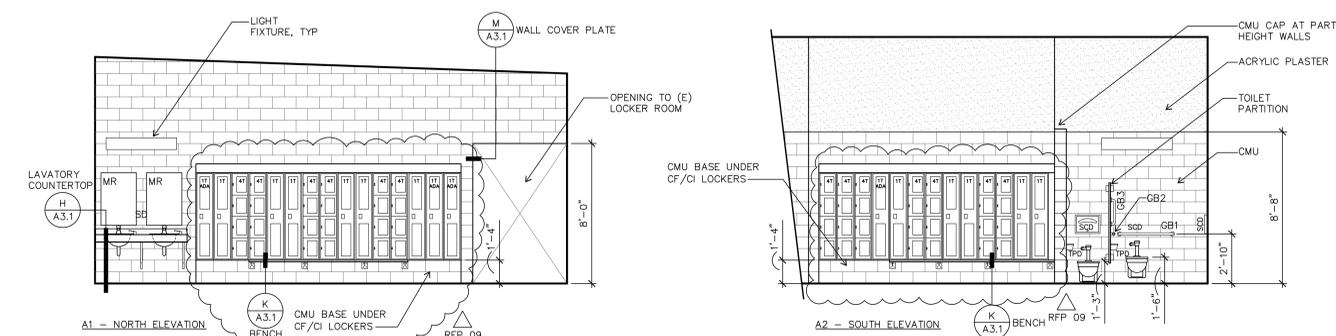
- REFER TO SHEET A1.1 FOR WALL TYPE SCHEDULE AND FULL DESCRIPTION OF WALL ASSEMBLIES
- WALL TYPE 1 (EXTERIOR) OR WALL TYPE 4 (INTERIOR): FULL HEIGHT CMU
 - WALL TYPE 1, SIMILAR: FULL HEIGHT CONCRETE
 - WALL TYPE 4/5: PARTIAL HEIGHT CMU WITH FRAMED WALL ON TOP
 - WALL TYPE 4: PARTIAL HEIGHT CMU WITH CMU CAP

KEYED LOWER LEVEL PLAN NOTES

- 1 6" HIGH CONCRETE CURB AT DOOR.
- 2 6'-0" HIGH CONCRETE WALL.
- 3 PIT LADDER.
- 4 4" HIGH CONCRETE HOUSEKEEPING PAD, COORDINATE DIMENSIONS OF PAD WITH EQUIPMENT MANUFACTURER. CONFIRM LOCATIONS WITH POOL AND MECHANICAL DRAWINGS.
- 5 REFER TO SHEET MR6 FOR DESCRIPTION OF HOUSEKEEPING PAD REQUIRED UNDER POOL OPERATOR CASEWORK.
- 6 FIRE SPRINKLER RISER.

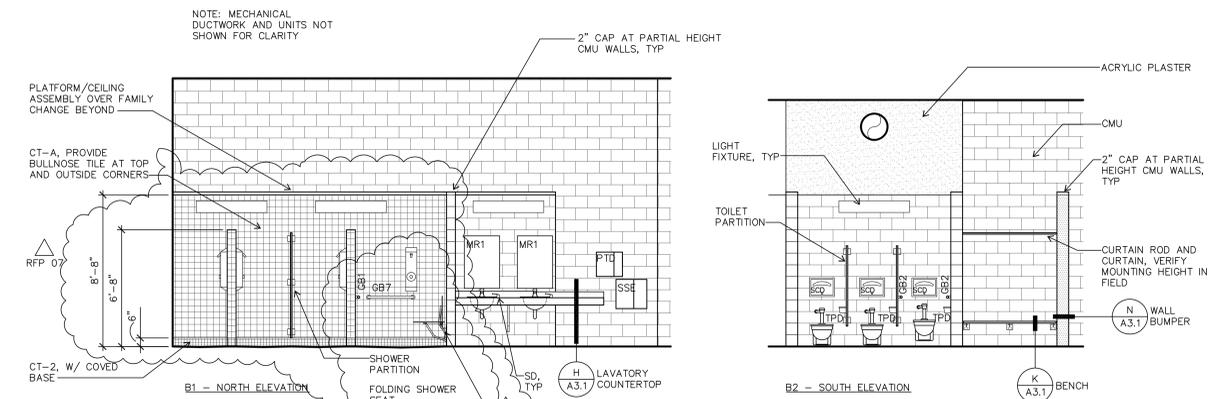


B LOWER LEVEL PLAN
1/4"=1'-0"
PLAN NORTH



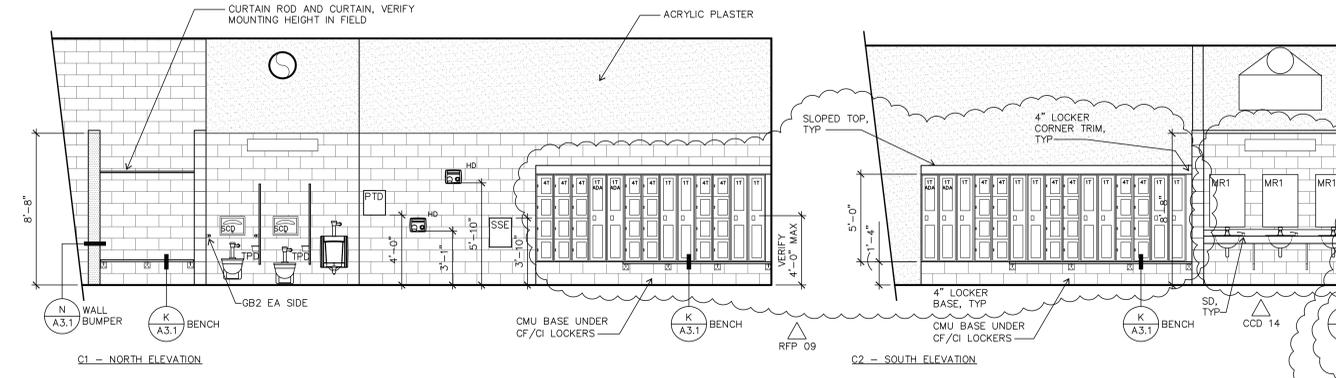
A LOCKER 131A INTERIOR ELEVATIONS

A3.1 1/4"=1'-0"



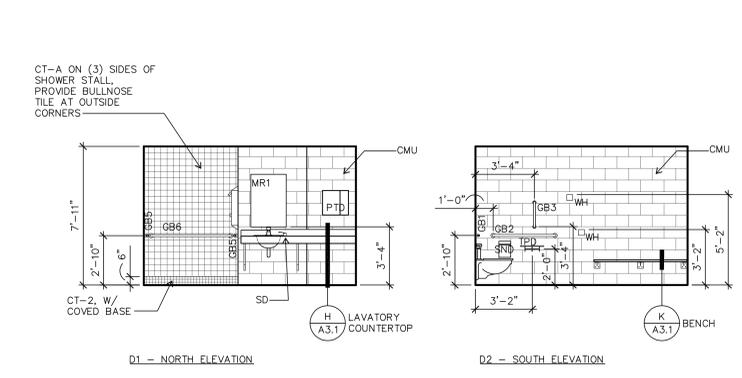
B SHOWER 131B INTERIOR ELEVATIONS

A3.1 1/4"=1'-0"



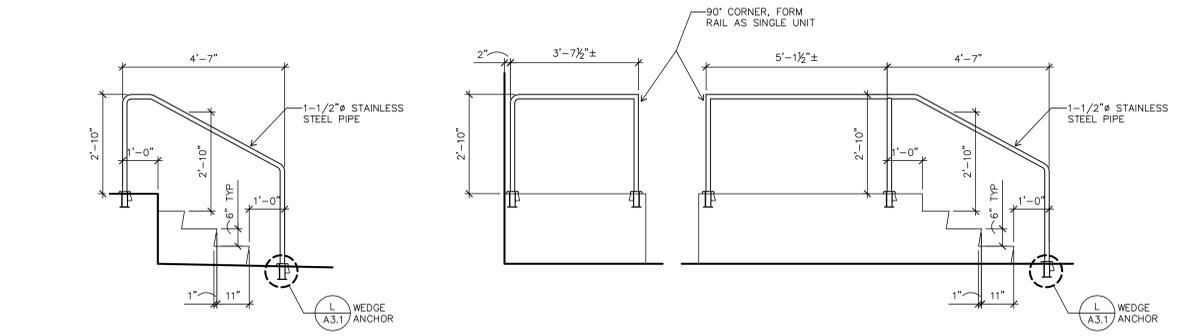
C SHOWER 134B INTERIOR ELEVATIONS

A3.1 1/4"=1'-0"



D FAMILY CHANGE 153 INTERIOR ELEVATIONS

A3.1 1/4"=1'-0"

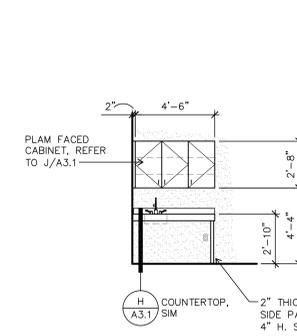


E INTERIOR STAIR HANDRAIL

A3.1 1/2"=1'-0"

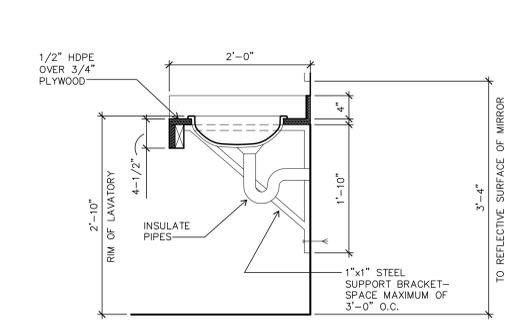
F INTERIOR STAIR HANDRAIL

A3.1 1/2"=1'-0"



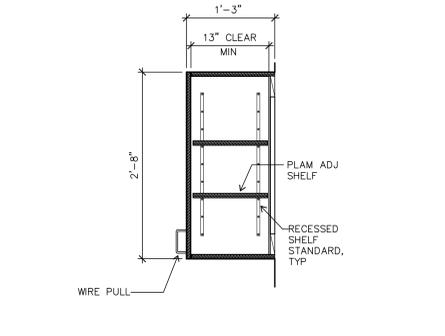
G GUARDS 152 INTERIOR ELEVATION

A3.1 1/4"=1'-0"



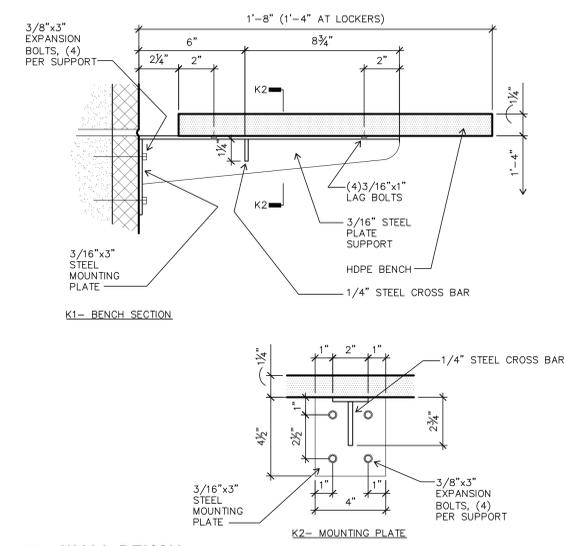
H LAVATORY COUNTERTOP

A3.1 1"=1'-0"



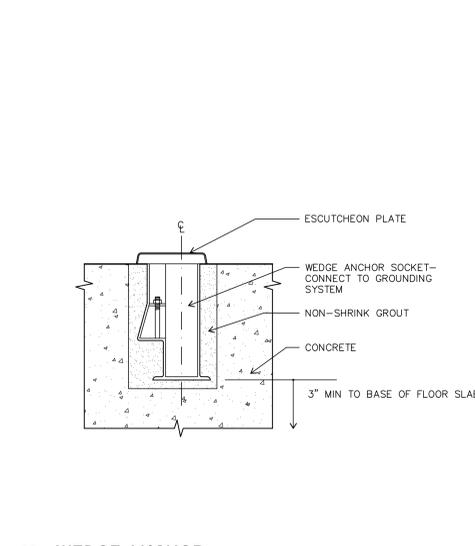
J UPPER CABINET

A3.1 1"=1'-0"



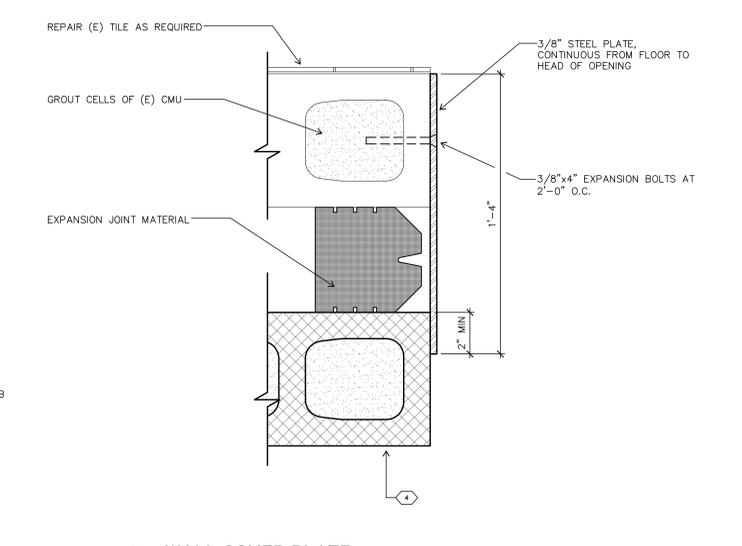
K WALL BENCH

A3.1 3"=1'-0"



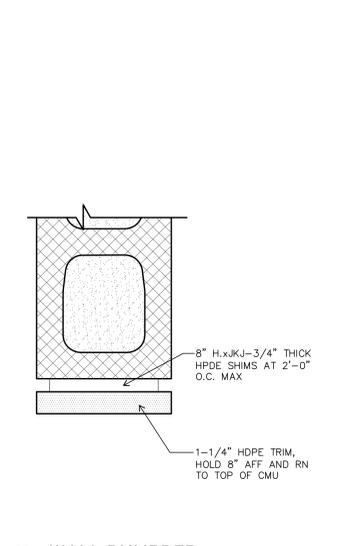
L WEDGE ANCHOR

A3.1 3"=1'-0"



M WALL COVER PLATE

A3.1 3"=1'-0"



N WALL BUMPER

A3.1 3"=1'-0"



Pavilion Construction NW LLC
 4700 SW Macadam Ave. Suite 200
 Portland, OR 97239

Proposal #: 15

Newport Aquatic Center

Date of Claim: **3/3/2016**

Proposal Status: **New**

Reference of Claim: **PCO**

Description of Contract Change Directive: **Description of Proposed Change:
 Refer to Section 13 11 06 (Swimming Pool Equipment) of the Project Manual:
 Section 2.02, Deck Equipment: Change equipment noted as Owner Furnished/ Contractor Installed to
 Contractor Furnished/Contractor Installed.**

Pavilion Construction NW LLC makes claim for a Contract Change Directive at Newport Aquatic Center, 225 SE Avery Street, Newport, OR, 97365, citing non-conformance to the terms and conditions of the mutal Prime Contract with CITY OF NEWPORT, Newport Aquatic Center & City Hall respectfully request that CITY OF NEWPORT review and respond to the claim below.

Contract Compensation Adjustment Proposed:

Item:	1	Hard Cost:	Pool Deck Equipment to CFCI	74,960.30
AIA Line:		General Conditions:		0.00
		Contractor Profit:		4,497.62
		Payment and Performance Bond:		801.33
		Overhead:		0.00
		Insurance:		674.64

Total \$ 80,933.89

Proposal shall expire on: 3/10/2016

Propose to add days: 0

Proposal Promissory Note

On this date of **3/3/2016**, in return for valuable consideration received, **CITY OF NEWPORT**, the "Owner", jointly and severally promise to pay to **Pavilion Construction NW LLC**, the "Contractor", the sum of **\$80,933.89** Dollars. This loan shall be repaid under the following terms: 1. When the proposal is incorporated into an approved Change Order accepted by the Owner, endorsed by the Architect, and recognized by the construction lender on the project as an increase to the Prime Contract. 2. If, 60 days have elapsed since the date signed and this Proposal has not been incorporated into a Change Order, the Promissory Note shall become immediately due payable on demand by the holder of this Note. In the event that a payment due under this Note is not made within ten (10) days of the demand, the Borrower shall pay an additional late fee in the amount of 3% percent of said payment. All payments due under this note shall be made at 4700 SW Macadam Ave. Suite 200 Portland, OR 97239, or at such other place as the holder of this Note may designate in writing. In the event of default, the **Pavilion Construction NW LLC** agrees to pay all costs and expenses incurred by the Contractor, including all reasonable attorney fees (including both hourly and contingent attorney fees as permitted by law) for the collection of this Note upon default, and including reasonable collection charges (including, where consistent with industry practices, a collection charge set as a percentage of the outstanding balance of this Note) should collection be referred to a collection agency. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature. In the event that any portion of this Note is deemed unenforceable, all other provisions of this Note shall remain in full force and effect. All terms and conditions of this Note shall be interpreted under the laws of **OR**.

Submitted by:

Pavilion Construction NW LLC

By: [Signature] March 30, 2016
 Date

By: Rob Olson March 30, 2016
 Vice President/President Date

Acknowledged by:

ROBERTSON/SHERWOOD/ARCHITECTS PC

By: [Signature] 5-19-16
 Date

Authorized by Signer of:

CITY OF NEWPORT

By: [Signature]
 Date 6/2/16

Potential Change Order / Proposal Itemized Breakdown

Date: 3/24/2016

PCO #: 15



RFI # _____ RFP 10 _____

ASI / CCD # _____

Owner Request _____

Cost of Work attributable to the Change

CONTRACT SUM/TIME ADJUSTMENT

QTY	Unit	Unit Cost	Subtotal
-----	------	-----------	----------

DETAILED NARRATIVE OF THE TIME IMPACT AND HISTORY OF PROVIDED DIRECTION

Refer to Section 13 11 06 (Swimming Pool Equipment) of the Project Manual:

Section 2.02, Deck Equipment: Change equipment noted as Owner Furnished/ Contractor Installed to Contractor Furnished/Contractor Installed.

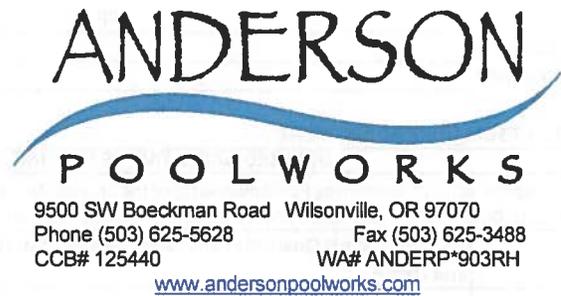
(Subcontractor) Quantities and Unit Costs of Materials and Labor, labor burden and OH&P				
<i>Required Pool Equipment</i>				
B. (8) Adjustable Starting Platform Rear Mount (#24603)	1	LS		22,080.00
F. (9) Racing Lanes 25yd anti wave, competitor or equal	1	LS		3,337.61
G.(2) Racing Lane Wheel with Cover (Paragon #75111SS and #75133)	1	LS		6,796.60
H. (3) Movable Lifeguard Chair (paragon #20302, Smith Vista #5622 or equal)	1	LS		11,963.00
N. (1) Disabled Lift with (2) anchors,extra battery pack and transporter cart	1	LS		7,602.33
O. (1) Stationary Water Polo Goal (Paragon #36104,#36201	1	LS		6,231.41
P. Backstroke Pennants (Champion #50-175,#53-030 and #53-020)	1	LS		1,570.80
Q. (1) Diving Stand/Board (SR Smith # 70-209-512, #71-209-552 and diving board)	1	LS		4,514.16
Total as Specified	1	LS		64,095.91
OH and P	15%	LS		9,614.39
Estimated Shipping	1	LS		1,250.00
Grand Total as Specified	1	LS		74,960.30
(General Contractor)General Conditions Site Operations Cost for increasing contracted scope of work				
Quantities and Unit Costs of Insurance and use tax				
General		0%		0.00
Profit		6%		4,497.62
Bonds		1%		801.33
Overhead		0%		0.00
Insurance		0.90%		674.64

HARD COST OF WORK ATTRIBUTABLE TO THE CHANGE: 80,933.88

DS
TS

March 28, 2016

To: Terry Shanley
From: Jason Schallock
CC:
Date: 3/21/2016
Re: RFP # 10



Change Order Proposal

Division 13 11 06 / 2.02 (Previously Owner furnished) Equipment Change Order pricing for the Newport Aquatic Center as specified below.

***These prices are based on lot pricing from the manufacturer. If items are removed, the price other items could be effected.**

13 11 06 2.02 DECK EQUIPMENT (OF/CI = Owner Furnished/Contractor Installed)

B. Adjustable Starting Platforms (OF/CI): Track Start Competitor, rear mount #24603 no known equal. Eight (8) required.

\$22,080.00

F. Racing Lanes (OF/CI): 25 YD 'Anti Wave', 'Competitor' or approved equal, verify colors with Owner prior to ordering. Nine (9) required.

\$3,337.61

G. Racing Lane Reel with Cover (OF/CI): KDI-Paragon #75111SS with cover #75133, no known equal. Two (2) required.

\$6,796.60

H. Moveable Lifeguard Chair (OF/CI): 1.90" O.D. x .065 wall. S.R. Smith Vista # 5622, KDI-Paragon 20302 or approved equal. Three (3) required.

KDI-Paragon

\$11,963.00

N. Disabled Lift (OF/CI): Spectrum Traveler XRC 500 #227610 Swim-Lift self-operated, or approved equal. Furnish with two (2) anchors, cover, extra battery pack and transporter cart. One (1) required. Provide the second lift anchor at the Activity Pool (per plans) as an alternate primary means of entry.

\$7,602.33

O. Stationary Water Polo Goals (OF/CI): KDI Paragon #36104, #36201, no known equal. Furnish complete with anchors and nets. One (1) pair required.

\$6,231.41

P. Backstroke Pennants (OF/CI): 'Champion' 3/16" diameter vinyl coated cable #50-175; 'Champion' hardware package #53-030, and 'Champion' 12" x 18" vinyl coated polyester pennants #53-020 Lincoln Equipment, Knorr Systems or equal, for short course.

\$1,570.80

REQUEST FOR PROPOSAL

Q. Diving Stand/Board (OF/CI): 'SR Smith' #70-209-512 with #71-209-552 double handrails and 12' Olympian diving board. Furnish complete with anchors and mounting hardware. One (1) required, color to be white.

\$4,514.16

NOT INCLUDED IN PCO TOTAL

Options for starting platforms:	
1. 8- 27500 Adjustable back plate kits	\$5,244.00
2. 8- 27501SS Side grip kits	\$1,518.00
15% Mark-up	\$1,014.30
Total options	\$7776.30

Cost as specified	\$64,095.91
15% Mark-up	\$9,614.39
Est. Shipping	\$1,250.00

Total proposal price as specified \$74,960.30

Total proposal price as specified with Options \$82,736.60

Jason Schallock
Senior Project Manager
Anderson Poolworks

Attachment

Proposed Change in Contract

Proposed Change in Contract

Proposed Change in Contract

Assigned to support of - maintain

Call to for

Proposed Change in Contract

Date

Date

Date

REQUEST FOR PROPOSAL

Project: Newport Aquatic Center
225 SE Avery Street
Newport, OR 97365

RFP Number: 10

Date: 19 February 2016

To: Pavilion Construction
Attention: Rodney Huschka

A/E Project Number: 1419

Contract For: New Construction

From: Scott Stolarczyk, AIA
Robertson|Sherwood|Architects pc

This Request for Proposal (RFP) contains an itemized quotation for changes in the Contract Sum and/or Time in response to proposed modifications to the Contract Documents and/or based on Request for Information No:

Description of Proposed Change:

Refer to Section 13 11 06 (Swimming Pool Equipment) of the Project Manual:
Section 2.02, Deck Equipment: Change equipment noted as Owner Furnished/ Contractor Installed to Contractor Furnished/Contractor Installed. This change affects the following:

- B. Adjustable Starting Platforms
- F. Racing Lanes
- G. Racing Lane Reill with Cover
- H. MOvable Lifeguard Chair
- N. Disabled Lift
- O. Stationary Water Polo Goals
- P. Backstroke Pennants
- Q. Diving Stand/Board

Attachment:

Reason For Change: Owner request

Proposed Change in Contract Sum:
Proposed Change in Contract Time:

Attached is supporting information from: _____ Contractor _____ Subcontractor _____ Supplier
 Copies to: _____ Owner _____ Consultants _____ Field

Signed for: Pavilion Construction

by:

Date:

Architect Recommendation for Approval: _____ Yes _____ No

Date:

Owner Authorization to Proceed and Prepare Change Order: _____ Yes _____ No

Date:



Pavilion Construction NW LLC
 4700 SW Macadam Ave. Suite 200
 Portland, OR 97239

**Proposal #:
 16**

Newport Aquatic Center

Date of Claim: 4/16/2016

Proposal Status: Sent/Submitted

Reference of Claim: PCO

Description of Contract Change Directive:

Refer to Package A, Sheet C8:

At the north side of the new loading dock at the 60+ Center, provide a continuous dock bumper; similar to Model B4506-99-A available from Loading Dock Supply LLC (www.loadingdocksupply.com). Verify size required and order appropriate length bumper. Mount to loading dock wall as directed by Owner.

Pavilion Construction NW LLC makes claim for a Contract Change Directive at Newport Aquatic Center, 225 SE Avery Street, Newport, OR, 97365, citing non-conformance to the terms and conditions of the mutual Prime Contract with CITY OF NEWPORT, Newport Aquatic Center & City Hall respectfully request that CITY OF NEWPORT review and respond to the claim below.

Contract Compensation Adjustment Proposed:

Item:	1	Hard Cost:	Loading Dock Bumper	642.00
AIA Line:		General Conditions:		38.52
		Contractor Profit:		38.52
		P&P Bond/Insurance:		7.38
		Overhead:		12.84
		Insurance:		5.78

Total **\$ 745.04**

Proposal shall expire on: 4/16/2016

Propose to add days: 0

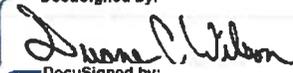
Proposal Promissory Note

On this date of **4/16/2016**, in return for valuable consideration received, **CITY OF NEWPORT**, the "Owner", jointly and severally promise to pay to **Pavilion Construction NW LLC**, the "Contractor", the sum of **\$745.04** Dollars. This loan shall be repaid under the following terms: 1. When the proposal is incorporated into an approved Change Order accepted by the Owner, endorsed by the Architect, and recognized by the construction lender on the project as an increase to the Prime Contract. 2. If, 60 days have elapsed since the date signed and this Proposal has not been incorporated into a Change Order, the Promissory Note shall become immediately due payable on demand by the holder of this Note. In the event that a payment due under this Note is not made within ten (10) days of the demand, the Borrower shall pay an additional late fee in the amount of 3% percent of said payment. All payments due under this note shall be made at 4700 SW Macadam Ave. Suite 200 Portland, OR 97239, or at such other place as the holder of this Note may designate in writing. In the event of default, the **Pavilion Construction NW LLC** agrees to pay all costs and expenses incurred by the Contractor, including all reasonable attorney fees (including both hourly and contingent attorney fees as permitted by law) for the collection of this Note upon default, and including reasonable collection charges (including, where consistent with industry practices, a collection charge set as a percentage of the outstanding balance of this Note) should collection be referred to a collection agency. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature. In the event that any portion of this Note is deemed unenforceable, all other provisions of this Note shall remain in full force and effect. All terms and conditions of this Note shall be interpreted under the laws of **OR**.

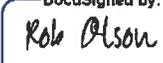
Submitted by:

Pavilion Construction NW LLC

DocuSigned by:

By:  23, 2016
 Date

DocuSigned by:

By:  May 23, 2016
 Date

032D405815AA4AD...

Acknowledged by:

ROBERTSON/SHERWOOD/ARCHITECTS PC

By:  5-27-16
 Date

Authorized by Signer of:

CITY OF NEWPORT

By:  Date **5/27/16**

REQUEST FOR PROPOSAL

Project: Newport Aquatic Center
225 SE Avery Street
Newport, OR 97365

RFP Number: 11

Date: 21 February 2016

To: Pavilion Construction
Attention: Rodney Huschka

A/E Project Number: 1419

Contract For: New Construction

From: Scott Stolarczyk, AIA
Robertson|Sherwood|Architects pc

This Request for Proposal (RFP) contains an itemized quotation for changes in the Contract Sum and/or Time in response to proposed modifications to the Contract Documents and/or based on Request for Information No:

Description of Proposed Change:

Refer to Package A, Sheet C8:

At the north side of the new loading dock at the 60+ Center, provide a continuous dock bumper; similar to Model B4506-99-A available from Loading Dock Supply LLC (www.loadingdocksupply.com). Verify size required and order appropriate length bumper. Mount to loading dock wall as directed by Owner.

Attachment:

Reason For Change: Owner request

Proposed Change in Contract Sum:
Proposed Change in Contract Time:

Attached is supporting information from: _____ Contractor _____ Subcontractor _____ Supplier
Copies to: _____ Owner _____ Consultants _____ Field

Signed for: Pavilion Construction

by:

Date:

Architect Recommendation for Approval: _____ Yes _____ No

Date:

Owner Authorization to Proceed and Prepare Change Order: _____ Yes _____ No

Date:



Pavilion Construction NW LLC
4700 SW Macadam Ave. Suite 200
Portland, OR 97239

Proposal #:
20

Newport Aquatic Center

Date of Claim: 4/12/2016

Proposal Status: Sent/Submitted

Reference of Claim: PCO

Description of Contract Change Directive:

101A/B Change to Levers add (2) Hinges;

149A and 150H Add (2) Hinges;

149B/C and 150B/C add (4) hinges and (2) thresholds;

B102E/F/G/H add thresholds;

Pavilion Construction NW LLC makes claim for a Contract Change Directive at Newport Aquatic Center, 225 SE Avery Street, Newport, OR, 97365, citing non-conformance to the terms and conditions of the mutual Prime Contract with CITY OF NEWPORT, Newport Aquatic Center & City Hall respectfully request that CITY OF NEWPORT review and respond to the claim below.

Contract Compensation Adjustment Proposed:

Item:	1	Hard Cost:	Door Hardware Changes Per RFP 12	780.00
AIA Line:		General Conditions:		46.80
		Contractor Profit:		46.80
		P&P Bond/Insurance:		8.96
		Overhead:		15.60
		Insurance:		7.02
Item:	2	Hard Cost:	Labor to install thresholds Perr RFP 12	288.00
AIA Line:		General Conditions:		17.28
		Contractor Profit:		17.28
		P&P Bond/Insurance:		3.31
		Overhead:		5.76
		Insurance:		2.59
		Total		<u>\$ 1,239.40</u>
Proposal shall expire on:	4/12/2016	Propose to add days:		0

Proposal #: 20



Pavilion Construction NW LLC
4700 SW Macadam Ave. Suite 200
Portland, OR 97239

Proposal Promissory Note

On this date of **4/12/2016**, in return for valuable consideration received, **CITY OF NEWPORT**, the "Owner", jointly and severally promise to pay to **Pavilion Construction NW LLC**, the "Contractor", the sum of **\$1,239.40** Dollars. This loan shall be repaid under the following terms: 1. When the proposal is incorporated into an approved Change Order accepted by the Owner, endorsed by the Architect, and recognized by the construction lender on the project as an increase to the Prime Contract. 2. If, 60 days have elapsed since the date signed and this Proposal has not been incorporated into a Change Order, the Promissory Note shall become immediately due payable on demand by the holder of this Note. In the event that a payment due under this Note is not made within ten (10) days of the demand, the Borrower shall pay an additional late fee in the amount of 3% percent of said payment. All payments due under this note shall be made at 4700 SW Macadam Ave. Suite 200 Portland, OR 97239, or at such other place as the holder of this Note may designate in writing. In the event of default, the **Pavilion Construction NW LLC** agrees to pay all costs and expenses incurred by the Contractor, including all reasonable attorney fees (including both hourly and contingent attorney fees as permitted by law) for the collection of this Note upon default, and including reasonable collection charges (including, where consistent with industry practices, a collection charge set as a percentage of the outstanding balance of this Note) should collection be referred to a collection agency. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature. In the event that any portion of this Note is deemed unenforceable, all other provisions of this Note shall remain in full force and effect. All terms and conditions of this Note shall be interpreted under the laws of **OR**.

Submitted by:

Pavilion Construction NW LLC

DocuSigned by:
By: May 25, 2016
Date
By: May 25, 2016
Date
Vi: 032D405815AA4AD ...

Acknowledged by:

ROBERTSON/SHERWOOD/ARCHITECTS PC

By: 5-25-16
Date

Authorized by Signer of:

CITY OF NEWPORT

By: 5/24/16
Date

Potential Change Order / Proposal Itemized Breakdown

Date: 5/16/2016
 PCO #: 20



RFI # _____
 ASI / CCD # _____
 Owner Request _____ RFP 12

Cost of Work attributable to the Change

CONTRACT SUM/TIME ADJUSTMENT

QTY	Unit	Unit Cost	Subtotal
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DETAILED NARRATIVE OF THE TIME IMPACT AND HISTORY OF PROVIDED DIRECTION

Change door hardware groups per RFP 12 Rev 2 and RFP 15

Hardware Changes per RFP #12					
	101A/B Change to Levers add (2) Hinges	1	LS	\$ 294.00	\$ 294.00
	149A and 150H Add (2) Hinges	1	LS	\$ 32.00	\$ 32.00
	149B/C and 150B/C Add (4) Hinges and (2) Thresholds	1	LS	\$ 314.00	\$ 314.00
	B102E/F/G/H Add Thresholds	1	LS	\$ 140.00	\$ 140.00
	Labor to Install Thresholds (Finish Carpenter)	4	hrs	\$ 72.00	\$ 288.00
	Subtotal				\$ 1,068.00

Quantities and Unit Costs of Insurance and use tax					
	GC General Conditions		6%		\$ 64.08
	GC Profit		6%		\$ 64.08
	GC Bonds		1%		\$ 12.27
	GC Overhead		2%		\$ 21.36
	GC Insurance		0.90%		\$ 9.61

HARD COST OF WORK ATTRIBUTABLE TO THE CHANGE: \$ 1,239.40

DS
TS

May 19, 2016

Two ... Young ...

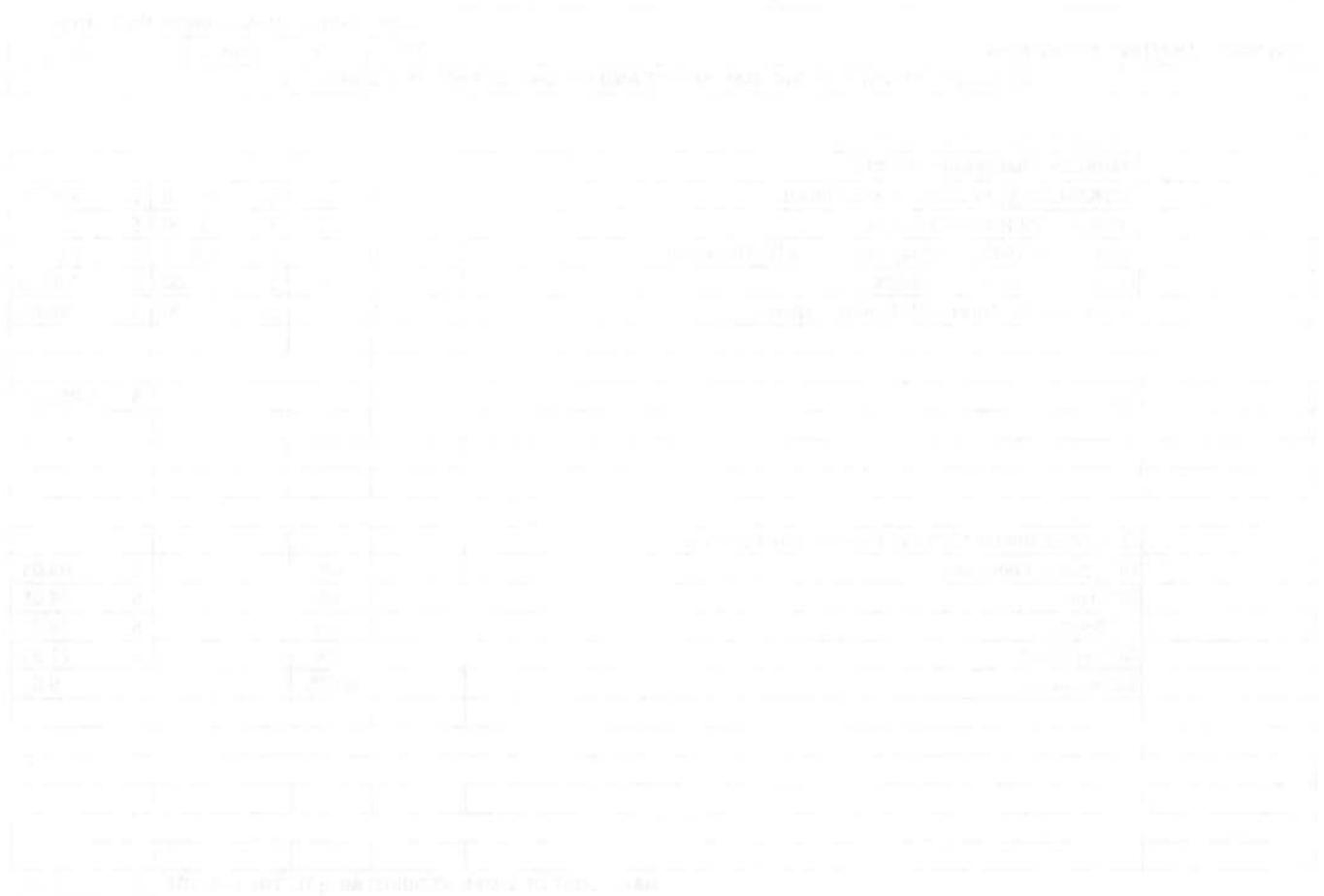


FIG. 1-1 ...

Proposal #: 21



Pavilion Construction NW LLC
4700 SW Macadam Ave. Suite 200
Portland, OR 97239

Newport Aquatic Center

Date of Claim: 4/1/2016

Proposal Status: New

Reference of Claim: PCO

Description of Contract Change Directive: Provide conduit and junction boxes for potential scoreboard, for the owner required potential setup.

Pavilion Construction NW LLC makes claim for a Contract Change Directive at Newport Aquatic Center, 225 SE Avery Street, Newport, OR, 97365, citing non conformance to the terms and conditions of the mutal Prime Contract with CITY OF NEWPORT, Newport Aquatic Center & City Hall respectfully request that CITY OF NEWPORT review and respond to the claim below.

Contract Compensation Adjustment Proposed:

Table with 2 columns: Item/AIA Line and Hard Cost. Rows include Scoreboard Infrastructure Per RFP14 (2,396.32), General Conditions (143.78), Contractor Profit (143.78), Payment and Performance Bond (27.53), Overhead (47.93), and Sales Tax (0.00).

Total \$ 2,780.91

Proposal shall expire on: 4/14/2016

Propose to add days: 0

Proposal Promissory Note

On this date of 4/1/2016, in return for valuable consideration received, CITY OF NEWPORT, the "Owner", jointly and severally promise to pay to Pavilion Construction NW LLC, the "Contractor", the sum of \$2,780.91 Dollars. This loan shall be repaid under the following terms: 1. When the proposal is incorporated into an approved Change Order accepted by the Owner, endorsed by the Architect, and recognized by the construction lender on the project as an increase to the Prime Contract. 2. If, 60 days have elapsed since the date signed and this Proposal has not been incorporated into a Change Order, the Promissory Note shall become immediately due payable on demand by the holder of this Note. In the event that a payment due under this Note is not made within ten (10) days of the demand, the Borrower shall pay an additional late fee in the amount of 3% percent of said payment. All payments due under this note shall be made at 4700 SW Macadam Ave. Suite 200 Portland, OR 97239, or at such other place as the holder of this Note may designate in writing. In the event of default, the Pavilion Construction NW LLC agrees to pay all costs and expenses incurred by the Contractor, including all reasonable attorney fees (including both hourly and contingent attorney fees as permitted by law) for the collection of this Note upon default, and including reasonable collection charges (including, where consistent with industry practices, a collection charge set as a percentage of the outstanding balance of this Note) should collection be referred to a collection agency. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature. In the event that any portion of this Note is deemed unenforceable, all other provisions of this Note shall remain in full force and effect. All terms and conditions of this Note shall be interpreted under the laws of OR.

Submitted by: Pavilion Construction NW LLC
By: Rob Olson April 6, 2016
Vice President

Acknowledged by: ROBERTSON/SHERWOOD/ARCHITECTS PC
By: [Signature] 4-6-16
Date

Authorized by Signer of: CITY OF NEWPORT
By: [Signature]
Date 5/18/16

Potential Change Order / Proposal Itemized Breakdown

Date: 4/1/2016
 PCO #: 21



RFI # _____
 ASI / CCD # _____
 Owner Request RFP 14

Cost of Work attributable to the Change

CONTRACT SUM/TIME ADJUSTMENT

QTY	Unit	Unit Cost	Subtotal
-----	------	-----------	----------

DETAILED NARRATIVE OF THE TIME IMPACT AND HISTORY OF PROVIDED DIRECTION

The Owner requested infrastructure for future scoreboard. Conduit and Junction Boxes installed.

(Subcontractor) Quantities and Unit Costs of Materials and Labor, labor burden and OH&P

QTY	Unit	Unit Cost	Subtotal
1	LS		392.32
1	LS		2,004.00
			2,396.32

(General Contractor) General Conditions Site Operations Cost for increasing contracted scope of work

QTY	Unit	Unit Cost	Subtotal
	HR	110.00	0.00
	HR	95.00	0.00
	HR	65.00	0.00
	HR	65.00	0.00
	HR	85.00	0.00
	HR	150.00	0.00

GC provided equipment

QTY	Unit	Unit Cost	Subtotal
	LS		0.00

Quantities and Unit Costs of Insurance and use tax

QTY	Unit	Unit Cost	Subtotal
	6%		143.78
	6%		143.78
	2%		47.93
	1%		27.53
	1%		21.57

HARD COST OF WORK ATTRIBUTABLE TO THE CHANGE: 2,780.91

DS
TS

[Handwritten signature]

Reese Electric, Inc.

P.O. Box 1068, North Bend, Oregon 97459

(541) 756-0581 Fax: (541) 756-6613

Newport Aquatic #03				
				Date:
Materials				
Description	Quan	Price	Ext	Notes
General Material	1	\$ 263.15	\$ 263.15	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
Subcontractors				
			\$ -	
			\$ -	
			\$ -	
			\$ -	
Rentals				
Trencher			\$ -	
Auger			\$ -	
Crane			\$ -	
Lift @ \$150.00 per week			\$ -	
Generator			\$ -	
			\$ -	
Other Expenses				
Gas/Fuel/Oil	1	\$ 20.00	\$ 20.00	
Electrical Permits	1	\$ 8.00	\$ 8.00	
Subsistance				
Processing Fee	1	\$ 50.00	\$ 50.00	
Labor				
Estimate/Investigative Time	1	\$ 84.00	\$ 84.00	
Foreman Labor		\$ 84.00	\$ -	
Installation Labor	24	\$ 80.00	\$ 1,920.00	
Material Support labor		\$ 42.00	\$ -	
LABOR TOTAL			\$ 2,004.00	
Matl's and Misc @ 15%			\$ 392.32	
GRAND TOTAL			\$ 2,396.32	

REQUEST FOR PROPOSAL

Project: Newport Aquatic Center
225 SE Avery Street
Newport, OR 97365

RFP Number: 14rev1

Date: 4 March 2016

To: Pavilion Construction
Attention: Rodney Huschka

A/E Project Number: 1419

From: Scott Stolarczyk, AIA
Robertson|Sherwood|Architects pc

Contract For: New Construction

This Request for Proposal (RFP) contains an itemized quotation for changes in the Contract Sum and/or Time in response to proposed modifications to the Contract Documents and/or based on Request for Information No:

Description of Proposed Change:

Refer to the attached revised Drawings SP3:

Provide conduit and boxes at pool deck and walls for future timing system and scoreboard. Confirm placement of j-boxes and other items in walls in field with Owner and Architect

Attachment: Sheet SP3, revised 4 March 2016

Reason For Change: Owern request

Proposed Change in Contract Sum:
Proposed Change in Contract Time:

Attached is supporting information from: _____ Contractor _____ Subcontractor _____ Supplier
Copies to: _____ Owner _____ Consultants _____ Field

Signed for: Pavilion Construction

by:

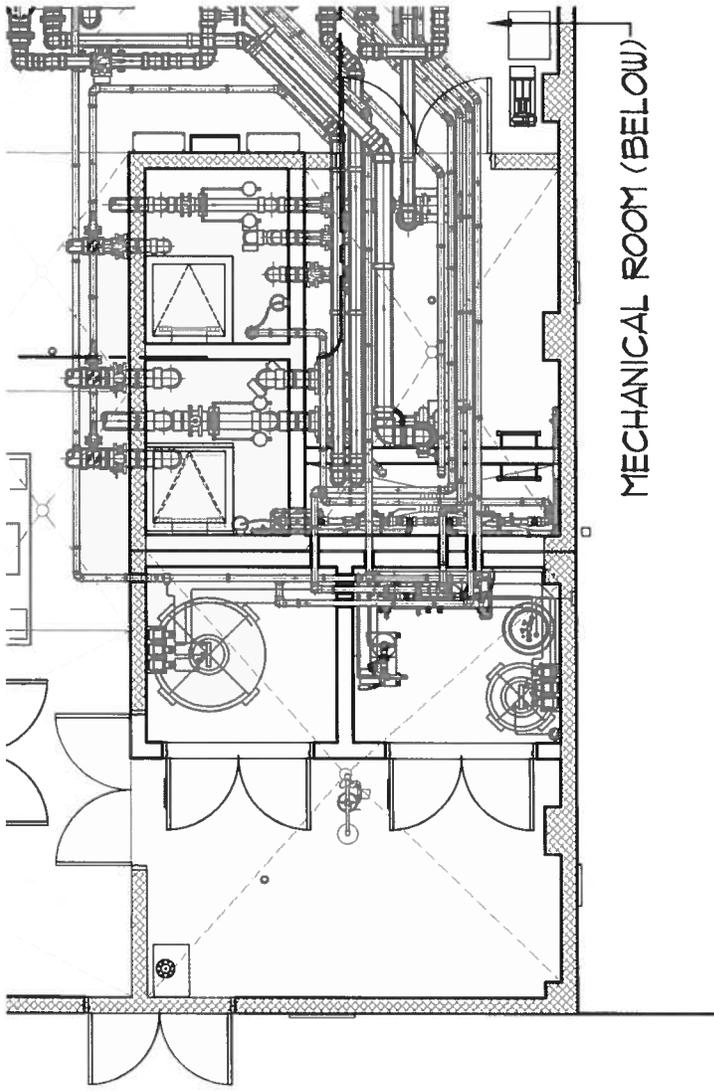
Date:

Architect Recommendation for Approval: _____ Yes _____ No

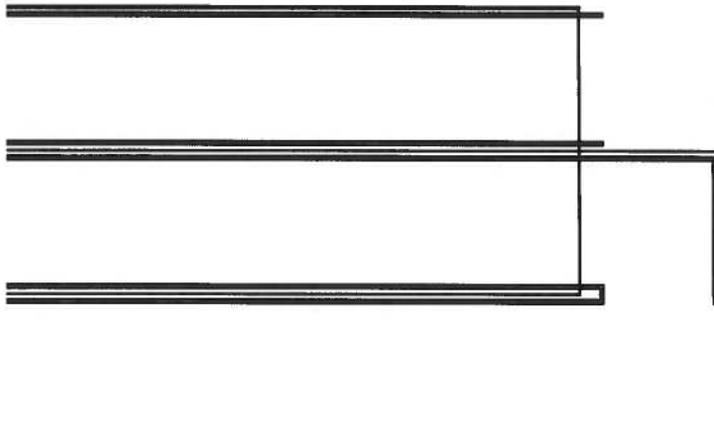
Date:

Owner Authorization to Proceed and Prepare Change Order: _____ Yes _____ No

Date:



MECHANICAL ROOM (BELOW)

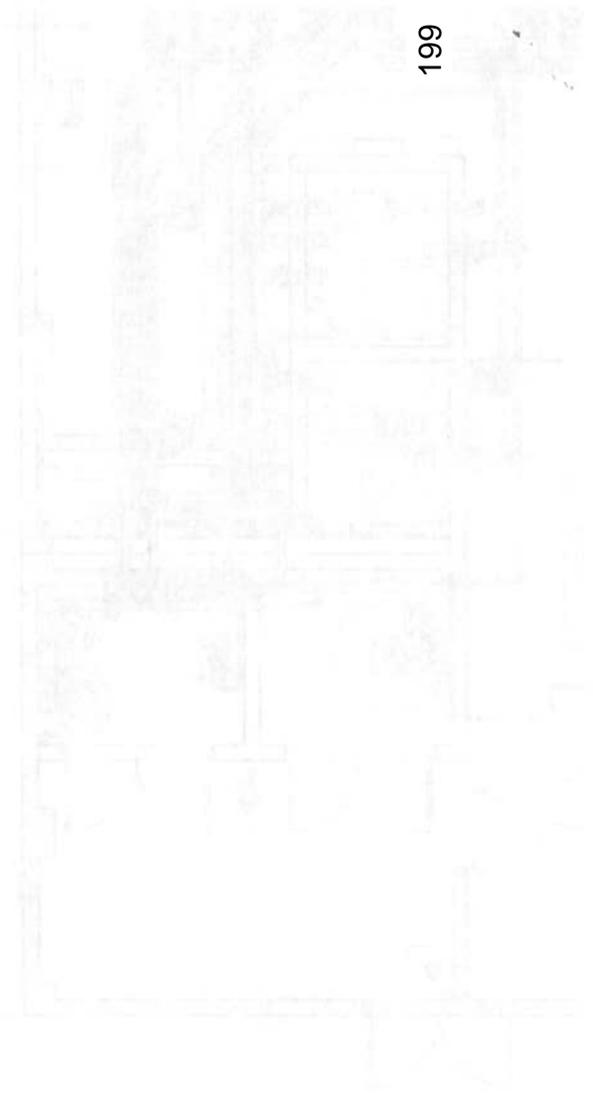


1

«Экономический анализ»



«Экономический анализ»



VJ PAINTERS INC.

The specified sealer for the staging room, boiler room, and pool mechanical is a product that is unable to be tinted. If a solid color is desired Jesse Harvey from the Sherwin Williams Company has recommended Prep rite block filler b25w25 as the prime coat and promar 400 as a top coat. The cost difference to switch these products is \$1520.00

The breakdown is as follows:

Applying the sealer- 20 gal material \$540.00

Labor \$176.00

Total \$716.00 Original Cost

Applying the primer and paint-30 gal primer \$580.00

25 gal paint \$600.00

Labor \$1056.00

Total \$2236.00 New Cost (sealer + Paint)

Primer & Paint application minus original contract.

$\$2236.00 - \$716.00 = \$1520.00$

By doing the painting process it increases the time due to masking and multiple coats being applied.

If you have any questions, please feel free to call or e-mail.

Thanks,

Jesse Ford Secretary

VJ Painters INC.

OR -CCB# 203492

WA- VJPAIP1860P8

503-960-1516

Jesse Ford



Pavilion Construction NW LLC
4700 SW Macadam Ave. Suite 200
Portland, OR 97239

Proposal #:
32

Newport Aquatic Center

Date of Claim: 5/18/2016

Proposal Status: Pending

Reference of Claim: PCO

Description of Contract Change Directive:

At Natatorium 150, provide solid plastic cubbies to match be LENNOX CUBBY by Bradley Corporation, or approved:

Model: LENNOX CUBBY by Bradley Corporation: Material: High density polyethylene (HDPE) Width: 18 inches

Depth: 18 inches

Height: (3) tier; 48 inches overall.

Color: To be selected from full line; end panels and top panel to match frame face; white interior.

Provide 8" high concrete base underneath cubbies.

Pavilion Construction NW LLC makes claim for a Contract Change Directive at Newport Aquatic Center, 225 SE Avery Street, Newport, OR, 97365, citing non-conformance to the terms and conditions of the mutual Prime Contract with CITY OF NEWPORT, Newport Aquatic Center & City Hall respectfully request that CITY OF NEWPORT review and respond to the claim below.

Contract Compensation Adjustment Proposed:

Item:	1	Hard Cost:	Provide and Install Pool Deck Cubbies	3,760.00
AIA Line:		General Conditions:		225.60
		Contractor Profit:		225.60
		P&P Bond:		43.20
		Overhead:		75.20
		Insurance:		33.84

**Proposal shall expire
on: 5/18/2016**

Total **\$ 4,363.44**

Propose to add days: **0**

Proposal #: 32



Pavilion Construction NW LLC
 4700 SW Macadam Ave. Suite 200
 Portland, OR 97239

Proposal Promissory Note

On this date of **5/18/2016**, in return for valuable consideration received, **CITY OF NEWPORT**, the "Owner", jointly and severally promise to pay to **Pavilion Construction NW LLC**, the "Contractor", the sum of **\$4,363.44** Dollars. This loan shall be repaid under the following terms: 1. When the proposal is incorporated into an approved Change Order accepted by the Owner, endorsed by the Architect, and recognized by the construction lender on the project as an increase to the Prime Contract. 2. If, 60 days have elapsed since the date signed and this Proposal has not been incorporated into a Change Order, the Promissory Note shall become immediately due payable on demand by the holder of this Note. In the event that a payment due under this Note is not made within ten (10) days of the demand, the Borrower shall pay an additional late fee in the amount of 3% percent of said payment. All payments due under this note shall be made at 4700 SW Macadam Ave. Suite 200 Portland, OR 97239, or at such other place as the holder of this Note may designate in writing. In the event of default, the **Pavilion Construction NW LLC** agrees to pay all costs and expenses incurred by the Contractor, including all reasonable attorney fees (including both hourly and contingent attorney fees as permitted by law) for the collection of this Note upon default, and including reasonable collection charges (including, where consistent with industry practices, a collection charge set as a percentage of the outstanding balance of this Note) should collection be referred to a collection agency. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature. In the event that any portion of this Note is deemed unenforceable, all other provisions of this Note shall remain in full force and effect. All terms and conditions of this Note shall be interpreted under the laws of **OR**.

Submitted by:

Pavilion Construction NW LLC

DocuSigned by:
 By: *Diane C. Wilson* 9, 2016
 Pr _____ Date

By: *Rob Olson* May 23, 2016
 Vi _____ Date

Acknowledged by:

ROBERTSON/SHERWOOD/ARCHITECTS PC

By: *[Signature]* 5-23-16
 _____ Date

Authorized by Signer of:

CITY OF NEWPORT

By: *[Signature]* 5/24/16
 _____ Date

Proposal #: 33



Pavilion Construction NW LLC
4700 SW Macadam Ave. Suite 200
Portland, OR 97239

Newport Aquatic Center

Date of Claim: 5/23/2016

Proposal Status: New

Reference of Claim: PCO

Description of Contract Change Directive:

Line item missing from Package A SOV for 3/4" aggregate for road base

Pavilion Construction NW LLC makes claim for a Contract Change Directive at Newport Aquatic Center, 225 SE Avery Street, Newport, OR, 97365, citing non-conformance to the terms and conditions of the mutual Prime Contract with CITY OF NEWPORT, Newport Aquatic Center & City Hall respectfully request that CITY OF NEWPORT review and respond to the claim below.

Contract Compensation Adjustment Proposed:

Table with 2 columns: Item/AIA Line and Cost. Includes rows for Hard Cost (4,123.00), General Conditions (247.38), Contractor Profit (247.38), P&P Bond (47.37), Overhead (82.46), and Insurance (37.11).

Total \$ 4,784.70

Propose to add days: 0

Proposal shall expire on: 5/23/2016

Proposal Promissory Note

On this date of 5/23/2016, in return for valuable consideration received, CITY OF NEWPORT, the "Owner", jointly and severally promise to pay to Pavilion Construction NW LLC, the "Contractor", the sum of \$4,784.70 Dollars. This loan shall be repaid under the following terms: 1. When the proposal is incorporated into an approved Change Order accepted by the Owner, endorsed by the Architect, and recognized by the construction lender on the project as an increase to the Prime Contract. 2. If, 60 days have elapsed since the date signed and this Proposal has not been incorporated into a Change Order, the Promissory Note shall become immediately due payable on demand by the holder of this Note. In the event that a payment due under this Note is not made within ten (10) days of the demand, the Borrower shall pay an additional late fee in the amount of 3% percent of said payment. All payments due under this note shall be made at 4700 SW Macadam Ave. Suite 200 Portland, OR 97239, or at such other place as the holder of this Note may designate in writing. In the event of default, the Pavilion Construction NW LLC agrees to pay all costs and expenses incurred by the Contractor, including all reasonable attorney fees (including both hourly and contingent attorney fees as permitted by law) for the collection of this Note upon default, and including reasonable collection charges (including, where consistent with industry practices, a collection charge set as a percentage of the outstanding balance of this Note) should collection be referred to a collection agency. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature. In the event that any portion of this Note is deemed unenforceable, all other provisions of this Note shall remain in full force and effect. All terms and conditions of this Note shall be interpreted under the laws of OR.

Submitted by:

Pavilion Construction NW LLC

By: [Signature] May 31, 2016
Project Executive Date

By: Rob Olson May 31, 2016
Vice President/President Date

Acknowledged by:

ROBERTSON/SHERWOOD/ARCHITECTS PC

By: [Signature] 5-31-16
Date

Authorized by Signer of:

CITY OF NEWPORT

By: [Signature] Date 6/2/16

Potential Change Order / Proposal Itemized Breakdown

Date: 5/23/2016
 PCO #: 33



RFI # _____
 ASI / CCD # _____
 Owner Request _____

Cost of Work attributable to the Change

CONTRACT SUM/TIME ADJUSTMENT		QTY	Unit	Unit Cost	Subtotal
DETAILED NARRATIVE OF THE TIME IMPACT AND HISTORY OF PROVIDED DIRECTION					
Line item missing from Package A SOV for 3/4" aggregate for road base					
(Subcontractor) Quantities and Unit Costs of Materials and Labor, labor burden and OH&P					
	108.5 tons of 3/4" aggregate (\$38.00)	1	LS		4,123.00
(General Contractor) General Conditions Site Operations Cost for increasing contracted scope of work					
	GC Project Manager		HR	110.00	0.00
	GC Superintendent		HR	95.00	0.00
	GC Project Engineer		HR	65.00	0.00
	GC Contract Administrator		HR	65.00	0.00
	GC Estimator		HR	85.00	0.00
	GC Executive Overhead		HR	150.00	0.00
Quantities and Unit Costs of Insurance and use tax					
	GC General Conditions		6%		247.38
	GC Profit		6%		247.38
	GC Bonds		1%		47.37
	GC Overhead		2%		82.46
	GC Insurance		0.90%		37.11

HARD COST OF WORK ATTRIBUTABLE TO THE CHANGE: 4,784.70

DocuSigned by:
Terry Shanley
 74A1109A201C4CC

May 26, 2016



Pavilion Construction NW LLC
 4700 SW Macadam Ave. Suite 200
 Portland, OR 97239

**Proposal #:
 34**

Newport Aquatic Center

Date of Claim: 5/26/2016

Proposal Status: Pending

Reference of Claim: PCO

Description of Contract Change Directive:

Per RFP 15 Door 150A is to be changed to a Relite. The 2 hour rated Glass was cost prohibitive. The design team and Pavilion decided to use 90 minute rated glass for the relite and add window washer sprinkler heads to create the required 2 hour rating for the assembly.

Pavilion Construction NW LLC makes claim for a Contract Change Directive at Newport Aquatic Center, 225 SE Avery Street, Newport, OR, 97365, citing non-conformance to the terms and conditions of the mutal Prime Contract with CITY OF NEWPORT, Newport Aquatic Center & City Hall respectfully request that CITY OF NEWPORT review and respond to the claim below.

Contract Compensation Adjustment Proposed:

Item:	1	Hard Cost:	Window Washer Sprinklers for Relite per RFP 15	1,144.49
AIA Line:		General Conditions:		68.67
		Contractor Profit:		68.67
		P&P Bond:		13.15
		Overhead:		22.89
		Insurance:		10.30
			Total	<u>\$ 1,328.17</u>
Proposal shall expire on: 5/26/2016			Propose to add days:	0

Proposal Promissory Note

On this date of **5/26/2016**, in return for valuable consideration received, **CITY OF NEWPORT**, the "Owner", jointly and severally promise to pay to **Pavilion Construction NW LLC**, the "Contractor", the sum of **\$1,328.17** Dollars. This loan shall be repaid under the following terms: 1. When the proposal is incorporated into an approved Change Order accepted by the Owner, endorsed by the Architect, and recognized by the construction lender on the project as an increase to the Prime Contract. 2. If, 60 days have elapsed since the date signed and this Proposal has not been incorporated into a Change Order, the Promissory Note shall become immediately due payable on demand by the holder of this Note. In the event that a payment due under this Note is not made within ten (10) days of the demand, the Borrower shall pay an additional late fee in the amount of 3% percent of said payment. All payments due under this note shall be made at 4700 SW Macadam Ave. Suite 200 Portland, OR 97239, or at such other place as the holder of this Note may designate in writing. In the event of default, the **Pavilion Construction NW LLC** agrees to pay all costs and expenses incurred by the Contractor, including all reasonable attorney fees (including both hourly and contingent attorney fees as permitted by law) for the collection of this Note upon default, and including reasonable collection charges (including, where consistent with industry practices, a collection charge set as a percentage of the outstanding balance of this Note) should collection be referred to a collection agency. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature. In the event that any portion of this Note is deemed unenforceable, all other provisions of this Note shall remain in full force and effect. All terms and conditions of this Note shall be interpreted under the laws of **OR**.

Submitted by:

Pavilion Construction NW LLC
 DocuSigned by:
Terry Shanley June 20, 2016
 Project Executive
 DocuSigned by:
Rob Olson June 21, 2016
 Vice President/President

Acknowledged by:

ROBERTSON/SHERWOOD/ARCHITECTS PC
 DocuSigned by:
Scott Stolarczyk June 26, 2016
 41AA0224F177427...

Authorized by Signer of:

CITY OF NEWPORT
 DocuSigned by:
Timothy Gross June 29, 2016
 9345267C163E4F5...

Potential Change Order / Proposal Itemized Breakdown

Date: 5/26/2016
 PCO #: 34



RFI # _____ RFP 15 _____
 ASI / CCD # _____
 Owner Request _____

Cost of Work attributable to the Change

CONTRACT SUM/TIME ADJUSTMENT

DETAILED NARRATIVE OF THE TIME IMPACT AND HISTORY OF PROVIDED DIRECTION

Per RFP 15 Door 150A is to be changed to a Relite. The 2 hour rated Glass was cost prohibitive. The design team and Pavilion decided to use 90 minute rated glass for the relite and add window washer sprinkler heads to create the required 2 hour rating for the assembly.

(Subcontractor) Quantities and Unit Costs of Materials and Labor, labor burden and OH&P

	QTY	Unit	Unit Cost	Subtotal
<i>Labor to install</i>				
Labor to install	8	HR	75.00	600.00
allowed mark up			15.00%	90.00
Total				690.00
<i>Materials to install</i>				
4 Pendants	4	EA	29.50	118.00
Schedule 40 pipe	21	FT	2.63	55.23
Mechanical Tee	2	EA	79.50	159.00
1" Diameter 90	4	EA	12.78	51.12
1 x 1/2" RC	2	EA	11.43	22.86
Afcon Ring Hanger	6	EA	1.16	6.96
Subtotal				413.17
allowed mark up			10.00%	41.32
Total				454.49

(General Contractor) General Conditions Site Operations Cost for increasing contracted scope of work

GC Project Manager		HR	110.00	0.00
GC Superintendent		HR	95.00	0.00
GC Project Engineer		HR	65.00	0.00
GC Contract Administrator		HR	65.00	0.00
GC Estimator		HR	85.00	0.00
GC Executive Overhead		HR	150.00	0.00

Quantities and Unit Costs of Insurance and use tax				
General Conditions		6%		68.67
GC Profit		6%		68.67
Bonds		1%		13.15
Overhead		2%		22.89
Insurance		0.90%		10.30

HARD COST OF WORK ATTRIBUTABLE TO THE CHANGE: 1,328.17

REQUEST FOR PROPOSAL

Project: Newport Aquatic Center
 225 SE Avery Street
 Newport, OR 97365

RFP Number: 15

Date: 11 March 2016

To: Pavilion Construction
Attention: Rodney Huschka

A/E Project Number: 1419

Contract For: New Construction

From: Scott Stolarczyk, AIA
 Robertson|Sherwood|Architects pc

This Request for Proposal (RFP) contains an itemized quotation for changes in the Contract Sum and/or Time in response to proposed modifications to the Contract Documents and/or based on Request for Information No:

Description of Proposed Change:

~~Provide (2) new doors and modify opening size in new CMU wall as shown on the attached Drawing. Doors to be Type D (aluminum storefront) with single pane safety glazing. Frame to be aluminum, overall dimensions of 3'-4"x8'-0". Hardware for doors to be as follows:~~

4	Ea	Hinges	5BB1 5x4.5 NRP	630	Ives
1	Ea	Entrance/Office Lock	B660P	626	Schlage
1	Ea	Overhead Stop	100H Series	626	Glynn-Johnson

~~Note: Locking cylinder to be placed on recreation center side of doors.~~

Change Door 150A to a fixed hollow metal relite frame (2-hour fire rated) similar to Frame Type 6, except 3'-4" wide. Position of rough opening wall to not change.

Attachment: Drawing RFP-15, dated 11 March 2016

Reason For Change: Owner request

Proposed Change in Contract Sum:
Proposed Change in Contract Time:

Attached is supporting information from: _____ Contractor _____ Subcontractor _____ Supplier
 Copies to: _____ Owner _____ Consultants _____ Field

Signed for: Pavilion Construction

by:

Date:

Architect Recommendation for Approval: _____ Yes _____ No

Date:

Owner Authorization to Proceed and Prepare Change Order: _____ Yes _____ No

Date:



Pavilion Construction NW LLC
 4700 SW Macadam Ave. Suite 200
 Portland, OR 97239

Proposal #: 35

Newport Aquatic Center

Date of Claim: **7/5/2016**

Proposal Status: **Sent/Submitted**

Reference of Claim: **PCO**

Description of Contract Change Directive: **Provide labor and materials to install 22ga, 304 grade, stainless steel base flashing in lieu of specified 24ga painted steel flashing.**

Pavilion Construction NW LLC makes claim for a Contract Change Directive at Newport Aquatic Center, 225 SE Avery Street, Newport, OR, 97365, citing non-conformance to the terms and conditions of the mutual Prime Contract with CITY OF NEWPORT, Newport Aquatic Center & City Hall respectfully request that CITY OF NEWPORT review and respond to the claim below.

Contract Compensation Adjustment Proposed:

Item: 1	Hard Cost:	24ga Stainless Steel Footing Flashing	7,800.00
AIA Line: 071101	General Conditions:		528.84
	Contractor Profit:		468.00
	P&P Bond/Insurance:		89.53
	Overhead:		156.00
	Tax (current rate):		0.00

Total \$ 9,042.37

Proposal shall expire on: 7/5/2016

Propose to add days: 0

Proposal Promissory Note

On this date of **7/5/2016**, in return for valuable consideration received, **CITY OF NEWPORT**, the "Owner", jointly and severally promise to pay to **Pavilion Construction NW LLC**, the "Contractor", the sum of **\$9,042.37** Dollars. This loan shall be repaid under the following terms: 1. When the proposal is incorporated into an approved Change Order accepted by the Owner, endorsed by the Architect, and recognized by the construction lender on the project as an increase to the Prime Contract. 2. If, 60 days have elapsed since the date signed and this Proposal has not been incorporated into a Change Order, the Promissory Note shall become immediately due payable on demand by the holder of this Note. In the event that a payment due under this Note is not made within ten (10) days of the demand, the Borrower shall pay an additional late fee in the amount of 3% percent of said payment. All payments due under this note shall be made at 4700 SW Macadam Ave. Suite 200 Portland, OR 97239, or at such other place as the holder of this Note may designate in writing. In the event of default, the **Pavilion Construction NW LLC** agrees to pay all costs and expenses incurred by the Contractor, including all reasonable attorney fees (including both hourly and contingent attorney fees as permitted by law) for the collection of this Note upon default, and including reasonable collection charges (including, where consistent with industry practices, a collection charge set as a percentage of the outstanding balance of this Note) should collection be referred to a collection agency. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature. In the event that any portion of this Note is deemed unenforceable, all other provisions of this Note shall remain in full force and effect.

Submitted by:

Pavilion Construction NW LLC
 DocuSigned by:
 By: [Signature] July 11, 2016
Project Engineer 484B1...
 By: [Signature] July 13, 2016
Vice President/Executive

Acknowledged by:

ROBERTSON/SHERWOOD/ARCHITECTS PC
 DocuSigned by:
 By: [Signature] July 13, 2016
41AA0224F177427...

Authorized by Signer of:

CITY OF NEWPORT
 DocuSigned by:
 By: [Signature] July 15, 2016
9345267C163E4F5...

Potential Change Order / Proposal Itemized Breakdown

Date: 6/20/2016

PCO #: 35



RFI # _____
 ASI / CCD # _____
 Owner Request _____

Cost of Work attributable to the Change

CONTRACT SUM ADJUSTMENT	QTY	Unit	Unit Cost	Subtotal
Quantities and Unit Costs of Materials				
22ga Stainless Steel	1		10,500.00	10,500.00
Delete Specified Materials	1		-2,700.00	-2,700.00
<i>GC provided materials</i>				
				7,800.00

Quantities and Unit Costs of Labor including Burden				
<i>GC provided labor</i>				

Quantities and Unit Costs of Equipment				
<i>GC provided equipment</i>				

Quantities and Unit Costs of Pavilion Supervision				
Project Manager (Costing/Effecting Change)		HR	\$ 110.00	
Superintendent (Administration of Change, Inspections)		HR	\$ 95.00	
Assistant Superintendent (Administration of Change, Inspections)		HR	\$ 80.00	
Project Engineer (RFI, ASI, As-Builts)		HR	\$ 65.00	

General Contractor OHP				
<i>General Conditions</i>	6.00%	%	7,800.00	468.00
<i>Contractor Fee</i>	6.00%	%	7,800.00	468.00
<i>Overhead</i>	2.00%	%	7,800.00	156.00
<i>General Liability Premium</i>	0.78%	%	7,800.00	60.84
<i>P&P Bond Premium</i>	1.00%	%	8,952.84	89.53
<i>Taxes</i>	0.00%	%		

TOTAL CONTRACT SUM POTENTIAL CHANGE: 9,042.37

CLAIM FOR CONTRACT TIME ADJUSTMENT		# of Days
Number of Days work has been delayed as of Claim date		
Contract Time attributable to the Work of the Change		
Reasonable amount of time to effect the Change once approved		
Contractor's Reasonable Claim for Contract Time Adjustment associated with the Change		0
<i>Cost per day of continuing operations beyond Contract Completion Date</i>		1,235.96
<i>Pending Cost Claim for operations beyond Contract Time</i>		

DS

 PS

 PM Initials



12209 NE Fourth Plain Blvd. Unit V
Vancouver, WA 98682 USA

Phone: 360.253.7103
Fax: 360.253.6951

Custom Metal Roofing, Siding & Flashing Specialist

**WA: ADVANMS963JT
OR CCB: 161784
WBE: 8205**

BID PROPOSAL

PROPOSAL SUBMITTED TO: PHONE: FAX: DATE:

Pavilion Construction			
ATTN: Terry Shanley			

STREET: JOB NAME: Newport Aquatic Center

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CITY, STATE, ZIP CODE: JOB LOCATION:

--	--

ARCHITECT: DATE OF PLANS: JOB PHONE:

--	--	--

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

<p>Provide materials & labor using 22ga stainless steel footing flashing as per attached detail. 2nd piece of materials per detail utilizing standard color 24ga materials. Approx. 550' lineal feet.</p> <p>Note: Deduct \$1000.00 from price to utilize 24ga stainless steel materials.</p>
--

PLEASE CALL WITH QUESTIONS: **Mark Presting 360-903-0804**

WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR – COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS FOR THE SUM OF: **\$ 10,500.00**_____

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM SPECIFICS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTIGENT UPON STRIKES, ACCIDENTS OR DELAYS.

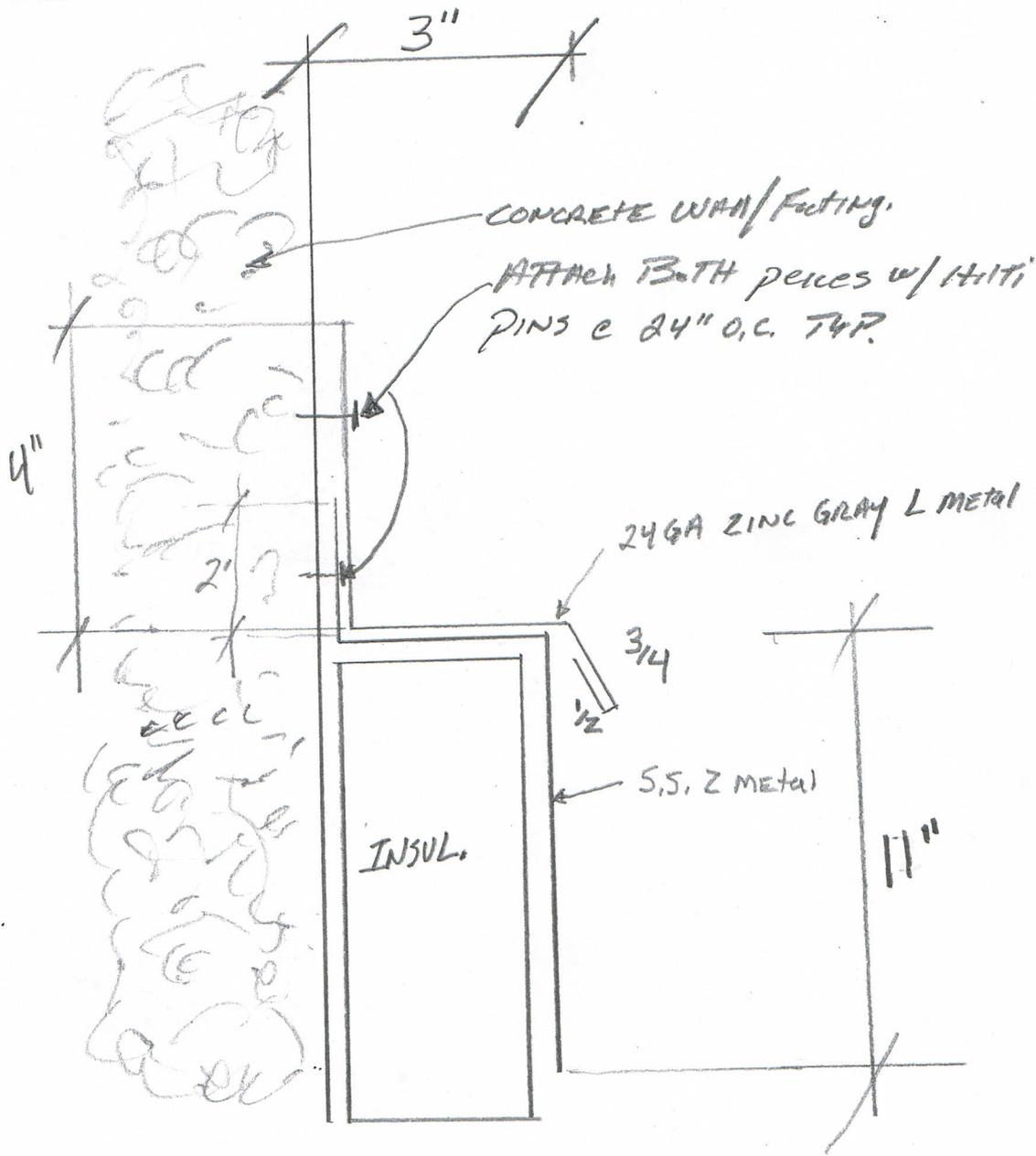
NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN _____ DAYS.

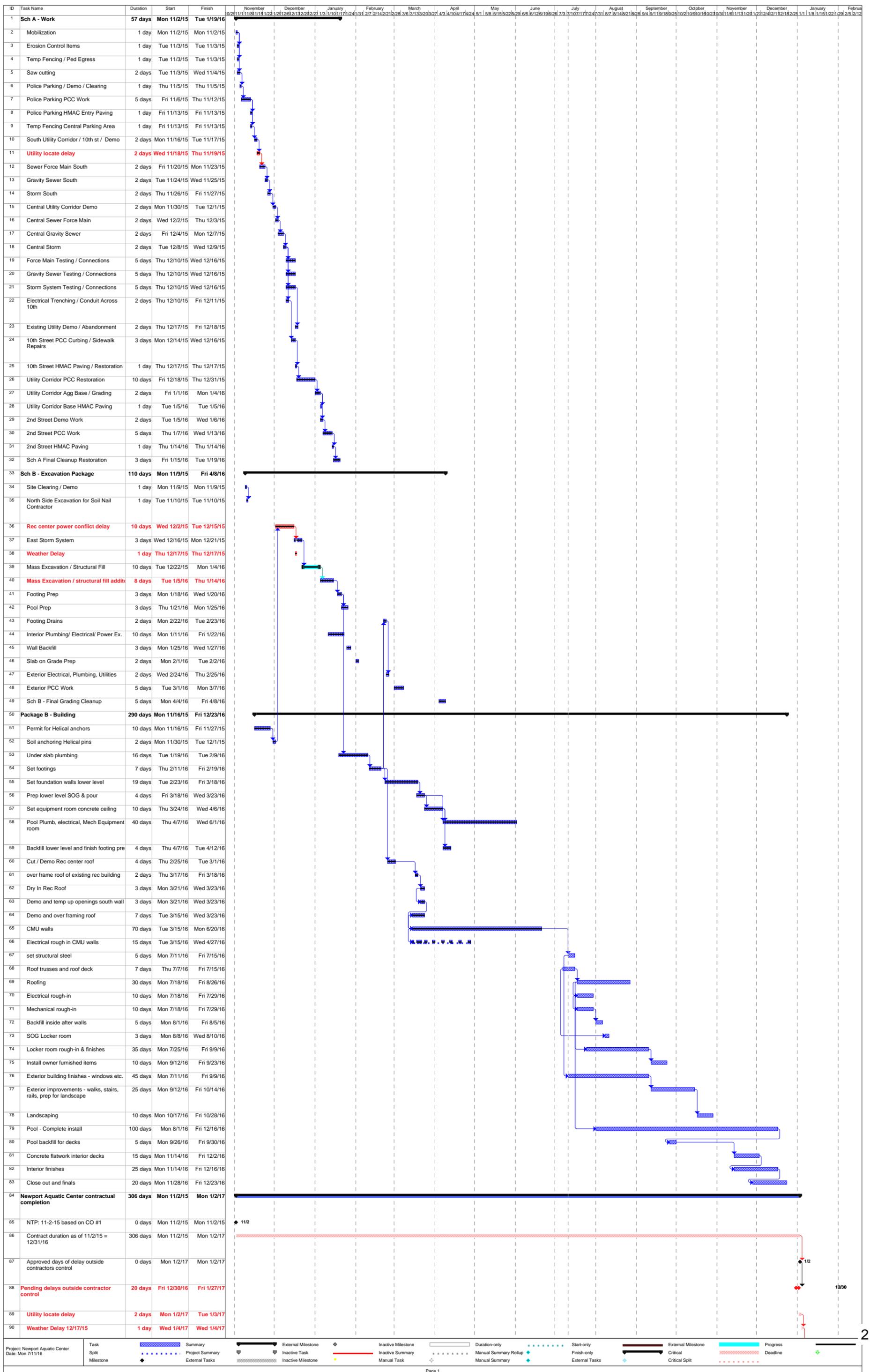


Custom Metal Roofing, Siding & Flashing Specialist.

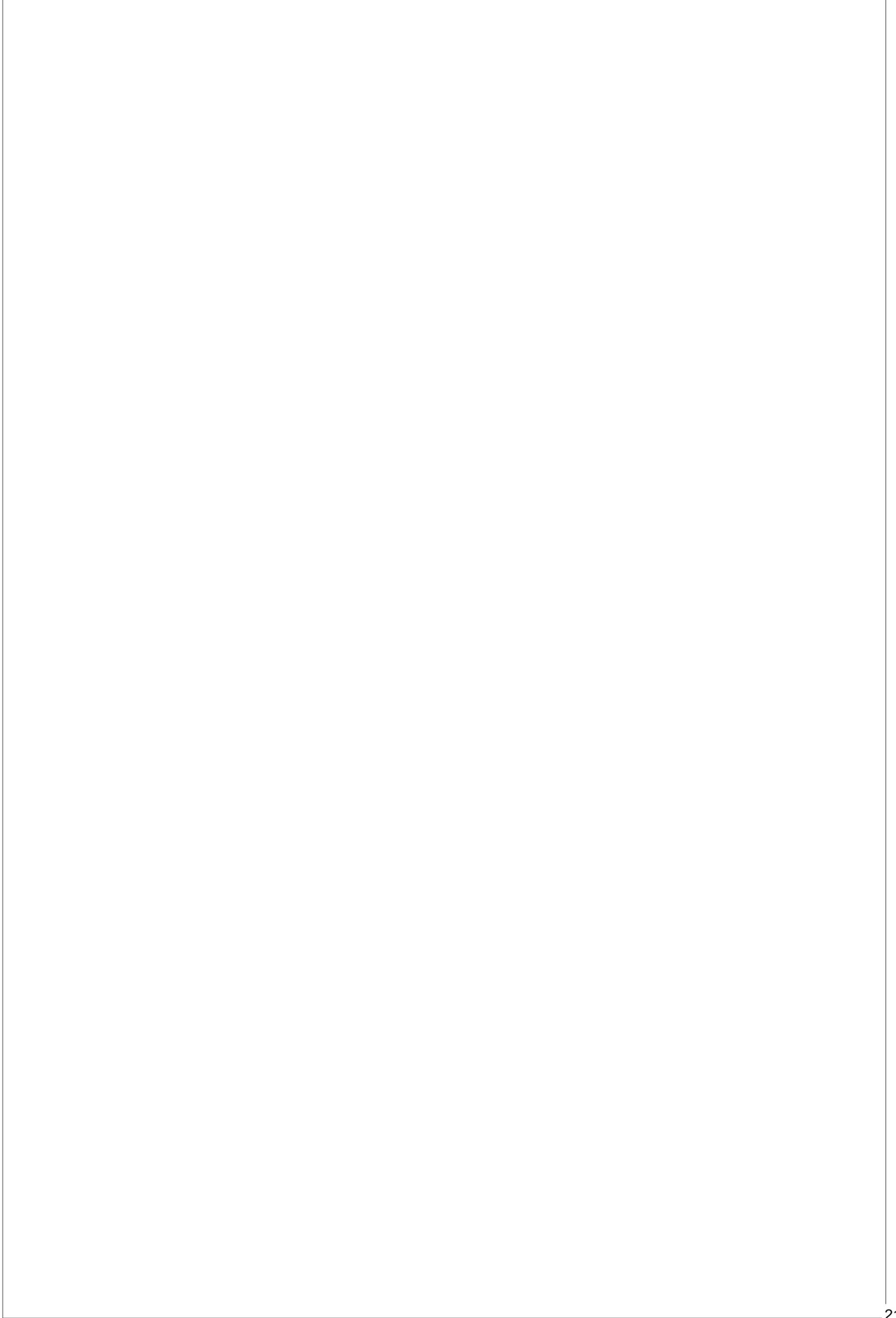
12209 NE Fourth Plain Unit V
Vancouver, WA 98682
Phone: 360.253.7103
Fax: 360.253.6951
WA: ADVANMS963JT
OR: CCB# 161784

Drawing	Drawn By: Mark P
Referenced Detail: C/A4.2	Job Name: NEWPORT AQUATIC CTR
Notes: NTS	Job Address:
	6/16/16





ID	Task Name	Duration	Start	Finish	November	December	January	February	March	April	May	June	July	August	September	October	November	December	January	February	
91	Rec center power conflict delay	9 days	Thu 1/5/17	Tue 1/17/17																	
92	Mass excavation / structural fill additional scope of work	8 days	Wed 1/18/17	Fri 1/27/17																	



Project: Newport Aquatic Center
Date: Mon 7/11/16

Task		Summary		External Milestone		Inactive Milestone		Duration-only		Start-only		External Milestone		Progress
Split		Project Summary		Inactive Task		Inactive Summary		Manual Summary Rollup		Finish-only		Critical		Deadline
Milestone		External Tasks		Inactive Milestone		Manual Task		Manual Summary		External Tasks		Critical Split		

Page 2

CITY MANAGER REPORT AND RECOMMENDATIONS



Meeting Date: September 19, 2016

Agenda Item:

Contract Award for Storm Sewer Rehabilitation between NE 8th Street and the North Side Lift Station, west of US Highway 101

Background:

Bids were opened on August 31, 2016, for the rehabilitation of the storm sewer that runs between NE 8th Street and the north side lift station, west of US Highway 101. These are the storm mains that follow the historic path of Nye Creek, and cross directly underneath private property and structures. There have been numerous situations where sinkholes have occurred on the surface of the land from structural problems from the storm sewer. This is particularly problematic, since there are a number of buildings that have been built over this storm sewer. There was additional work that we had wanted to try to include in this project; however, the base bid exceeded this amount. Some of our biggest priorities is this section of storm sewer that could affect buildings if there is future failures in this line, and the scope of the project has been downsized so that this specific work can be completed. Based on the revised scale of the project, the bid award amount would be \$311,498.60.

The Insituform process provides a pipe liner which is impregnated with resin and cured with hot water or steam. The finished product strengthens the walls of the pipe and provides a smooth surface for storm water to flow through the pipe.

Recommended Action:

I recommend the City Council, acting as the Local Contract Review Board, consider the following motion:

I move award of the 2016 CIPP Sewer Repairs Project to Insituform Technologies, LLC in the amount of \$311,398.60, and direct the City Manager to execute the contract on behalf of the City of Newport.

Fiscal Effects:

\$302,900 has been appropriated for this project. We are proposing that \$31,500 be transferred from the SE 4th Street Storm Sewer Improvement Project, since this project will likely not go forward until the 2017-18 Fiscal Year. This will be done in a future budget amendment. This will provide a contingency in the event that any additional work will be required over and above the work bid to rehabilitate this storm sewer line.

Alternatives:

Rebid the project, since there was only one bidder, and the cost exceeded the estimate, or as suggested by the City Council.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "S. R. Nebel".

Spencer R. Nebel



Agenda Item # _____
Meeting Date 9/19/16

CITY COUNCIL AGENDA ITEM SUMMARY
City Of Newport, Oregon

Issue/Agenda Title: Contract award of the 2016 CIPP Sewer Repairs project to Insituform Technologies, LLC

Prepared By: TEG Dept Head Approval: TEG City Manager Approval: _____

Issue Before the Council:

Contract award of the 2016 CIPP Sewer Repairs project to Insituform Technologies, LLC

Staff Recommendation:

Staff recommends awarding Project No. 2015-036, 2016 CIPP Sewer Repairs to Insituform Technologies, LLC in the amount of \$311,498.60.

Proposed Motion:

I move to authorize award of the 2016 CIPP Sewer Repairs project to Insituform Technologies, LLC in the amount of \$311,498.60 and direct the City Manager to execute the contract on behalf of the City of Newport.

Key Facts and Information Summary:

The 2016 CIPP Sewer Repairs project will provide structural rehabilitation for aging storm sewer mains that are in poor condition and at risk of failure. See the attached drawings for project locations. The bulk of the project is a system of large storm mains that convey Nye Creek between NE 8th St and the Northside Lift Station, west of US-101. These storm mains follow the historic path of Nye Creek and therefore cross directly under private property and structures. This makes the project a high priority, as failure of the storm sewer could endanger the structures above.

The technology chosen for structural rehabilitation is a Cured-in-place Pipe (CIPP) liner, which involves installing a thin, flexible fabric tube impregnated with resin into the sewer main, then inflating the tube and curing the resin with hot water, steam, or UV light. The finished product conforms to the inside of the existing pipe and provides renewed structural capacity.

Bids were opened Wednesday, August 31st, 2016 at 2:00 p.m.

Engineer's Estimate (base bid) *\$370,000*

<u>Contractor</u>	<u>Base Bid</u>
Insituform Technologies, LLC	\$451,941.00

The apparent low responsive bidder is Insituform Technologies, LLC with a base bid amount of \$451,941.00.

Note that only one bid was received, so a Notice of Intent to Award isn't required.

Due to budget limitations, the City negotiated to award only the work between NE 8th St and Washington Federal Bank. The contractor has agreed to perform this work for \$311,498.60 (see attached summary of the modified award).

Other Alternatives Considered:

An alternative to lining the existing storm sewer would be to replace it with new storm sewer, which would then be routed within City rights-of-way instead of under private properties and structures. However, the cost of installing new storm sewer would be much higher, especially if it were to match the existing depth.

City Council Goals:

- None

Attachment List:

- Bid Tabulation
- Summary of modified award
- Project Drawings, Sheets C1 and C2

Fiscal Notes:

Total of FY17 appropriation is \$302,900:

- \$250,000 from General Capital Projects (402-6110-49901)
- \$2,900 from Infrastructure Fee (402-6110-45504)
- \$50,000 from Wastewater Fund (602-3490-90403)

\$20,000 is reserved for the remaining Engineering contract and other expenses.

To cover the remaining budget shortfall, \$31,500 will be transferred from the SE 4th Street Storm Sewer Improvements project (2016-003) in the next City budget adjustment.

Confirmed Bid Tabulation

Project: 2016 CIPP Sewer Repairs

Project Number: 2015-036

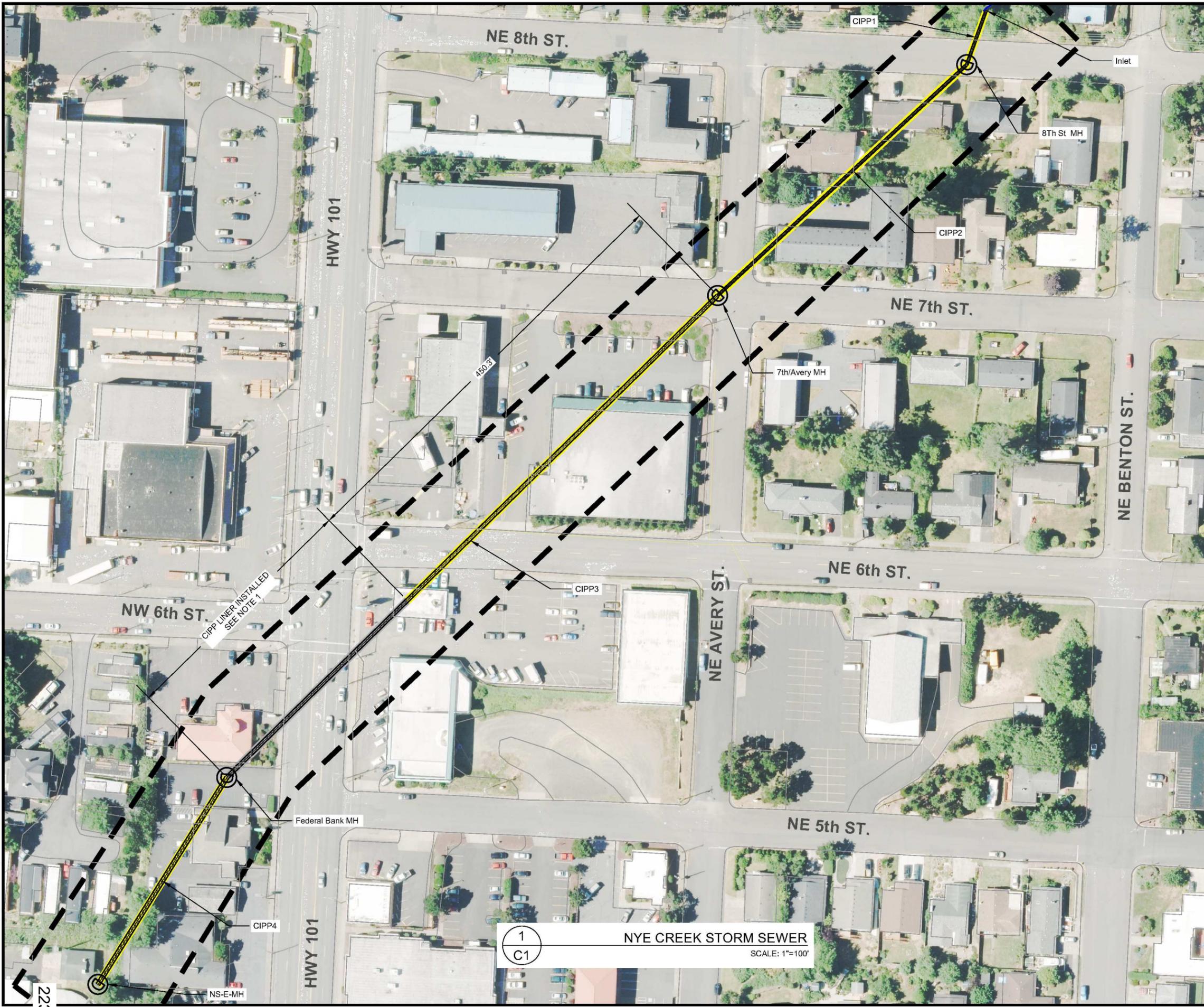
Bid Opening: 8/31/16

Tabulated by: Olaf Sweetman

Confirmed 1st Low Bid: Insituform Technologies, LLC

	Bid Item	Unit	Est. Qty.	Unit Price	Total Price
1	Mobilization Bonds and Insurance	LS	1	\$6,000.00	\$6,000.00
2	Construction Facilities & Temporary Controls	LS	1	\$7,000.00	\$7,000.00
3	Post-Lining Video Recording of Pipes	LF	1,562	\$2.00	\$3,124.00
4	Landscape Cleanup and Restoration	LS	1	\$500.00	\$500.00
5	CIPP 1 - 24" Cured in Place Pipe	LF	65	\$125.00	\$8,125.00
6	CIPP 2 - 24" Cured in Place Pipe	LF	355	\$125.00	\$44,375.00
7	CIPP 3 - 36" Cured in Place Pipe	LF	725	\$313.00	\$226,925.00
8	CIPP 4 - 42" Cured in Place Pipe	LF	248	\$421.00	\$104,408.00
9	CIPP 5 - 36" Cured in Place Pipe	LF	169	\$300.00	\$50,700.00
10	Service Lateral/Tap reinstatement	EA	4	\$196.00	\$784.00
Total Bid:					\$451,941.00

DATE: 8/17/16 FILE: C:\CW\Projects\2302\2302-037 Newport 8th & 101 Stormwater Re-line\Drawings\Newport Sipline Project Base Map.dwg



CIPP LENGEND	
MH	
8th St MH	20.4' DEPTH
7th/Avery MH	28.5' DEPTH
Federal Bank MH	36.1' DEPTH
NS-E-MH	9.0' DEPTH
CIPP SEGMENTS	
CIPP1	65' LFT. OF 24" Ø REINFORCED CONCRETE PIPE
CIPP2	355' LFT. OF 24" Ø REINFORCED CONCRETE PIPE
CIPP3	450.3 LFT OF 36" REINFORCED CONCRETE PIPE 275 LFT OF 42" REINFORCED CONCRETE PIPE W/ EXISTING 33mm LINER. - 3 SERVICE LATERALS
CIPP4	248' LFT OF 42" Ø REINFORCED CONCRETE PIPE

NOTE:
1. SEGMENT OF PIPE IS CURRENTLY LINED. CONTRACTOR TO DETERMINE BEST, MOST COST EFFECTIVE METHOD TO ADDRESS THIS SEGMENT.

GENERAL NOTES:
1. CONTRACTOR TO FIELD VERIFY NUMBER AND LOCATION OF LATERALS IN ALL PIPE SEGMENTS TO BE LINED. NOTIFY OWNER AND ENGINEER IF THERE IS ANY DISCREPANCY BETWEEN QUANTITY IN FIELD AND BID QUANTITY PRIOR TO CONSTRUCTION.
2. FIELD VERIFY ACCESS PRIOR TO CONSTRUCTION AND COORDINATE ACCESS PLAN WITH OWNER AND ENGINEER.

REGISTERED PROFESSIONAL ENGINEER
63116PE
Aaron Collett
OREGON
JAN. 09, 2007
AARON N. COLLETT
EXPIRATION DATE: 12/31/17

Civil West
Engineering Services, Inc.

609 SW HURBERT STREET
Newport, Oregon 97365

541-264-7040
www.civilwest.com

REV.	DATE	DESCRIPTION	BY
AD2	8/17/16	ADDENDUM 2	AC

Designed By: AC Drawn By: JS Checked By: MH
Project No: 2302-037

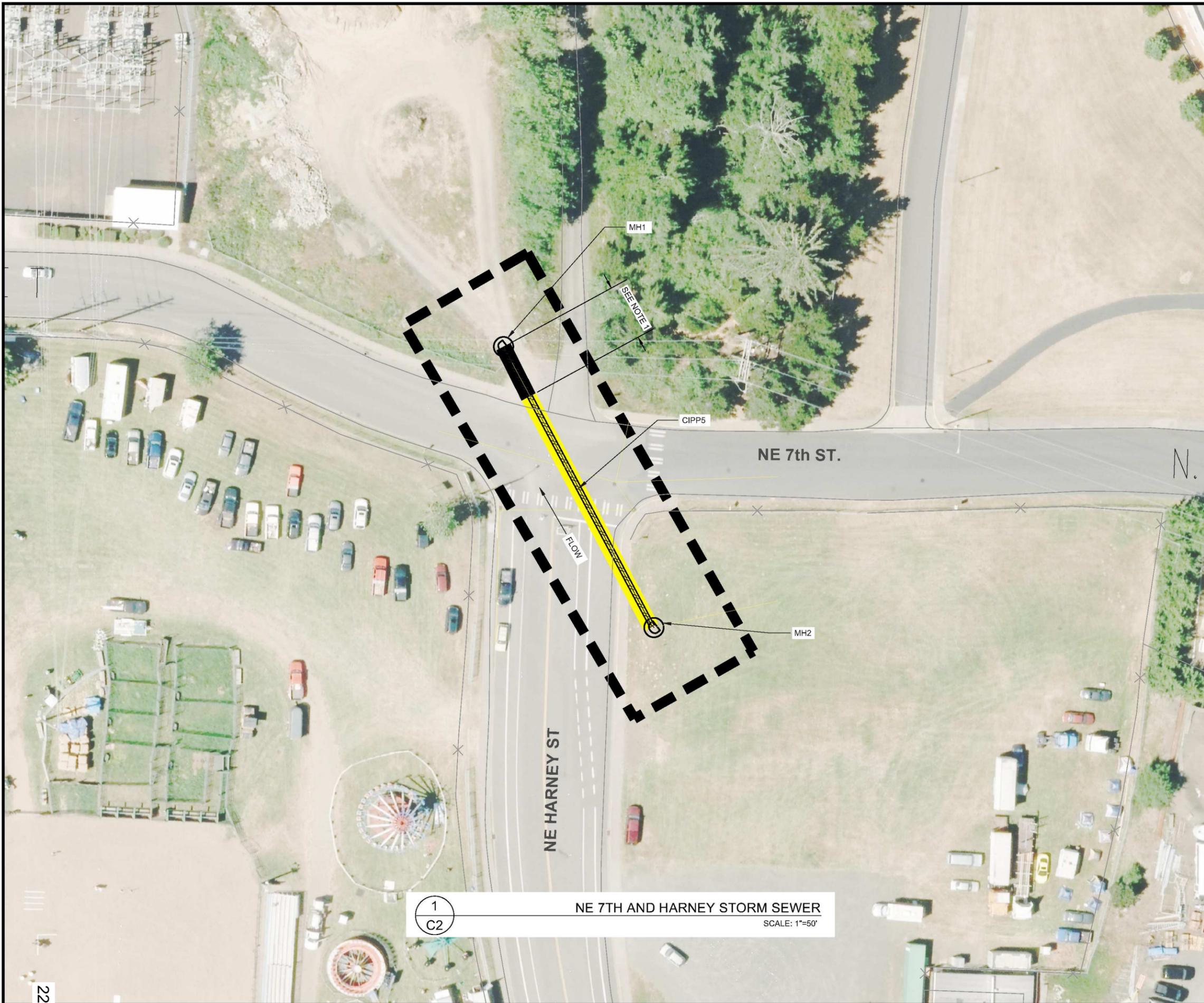
CITY OF NEWPORT
LINCOLN COUNTY

2016 CIPP SEWER REPAIRS

NYE CREEK STORM SEWER

Date: **June 2016** Sheet No: **C1**

1
C1 NYE CREEK STORM SEWER
SCALE: 1"=100'



1
C2

NE 7TH AND HARNEY STORM SEWER

SCALE: 1"=50'

CIPP LENGEND

MH	
MH1	28.8' DEPTH DOWN-STREAM
MH2	25.4' DEPTH UP-STREAM
CIPP SEGMENT	
CIPP5	169' OF 36" Ø REINFORCED CONG. PIPE 1 SERVICE CONNECTION/LATERAL

NOTE:

- THE 30.0' LF OF PIPE HIGHLIGHTED ON THIS SHEET IS IN POOR CONDITION AND THE CITY REQUIRES THIS PORTION OF THE PIPE TO BE LINED. CONTRACTOR TO DETERMINE MOST COST EFFECTIVE METHOD OF LINING BETWEEN MH 1 AND MH 2. (LINE FULL SEGMENT OR THE 30-FEET REQUIRING REHABILITATION)

GENERAL NOTES:

- CONTRACTOR TO FIELD VERIFY NUMBER AND LOCATION OF LATERALS IN ALL PIPE SEGMENTS TO BE LINED. NOTIFY OWNER AND ENGINEER IF THERE IS ANY DISCREPANCY BETWEEN QUANTITY IN FIELD AND BID QUANTITY PRIOR TO CONSTRUCTION.
- FIELD VERIFY ACCESS PRIOR TO CONSTRUCTION AND COORDINATE ACCESS PLAN WITH OWNER AND ENGINEER.



EXPIRATION DATE: 12/31/17



541-264-7040
www.civilwest.com
609 SW HURBERT STREET
Newport, Oregon 97365

REV.	DATE	DESCRIPTION	BY	AC
AD2	8/17/16	ADDENDUM 2		
Designed By: AC		Drawn By: JS	Checked By: MH	
Project No: 2302-037				

CITY OF NEWPORT LINCOLN COUNTY	2016 CIPP SEWER REPAIRS	NE 7TH AND HARNEY STORM SEWER
Date	Sheet No.	
June 2016	C2	



**2016 CIPP Sewer Repairs (2015-036)
Summary of Modified Award**

	Bid Item	Unit	Bid Quantity	Change in Quantity	Award Quantity	Bid Unit Price	Award Unit Price	Bid Total Price	Award Total Price
1	Mobilization Bonds and Insurance	LS	1	0	1	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
2	Construction Facilities & Temporary Controls	LS	1	0	1	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
3	Post-Lining Video Recording of Pipes	LF	1,562	-417	1,145	\$2.00	\$2.00	\$3,124.00	\$2,290.00
4	Landscape Cleanup and Restoration	LS	1	0	1	\$500.00	\$500.00	\$500.00	\$500.00
5	CIPP 1 - 24" Cured in Place Pipe	LF	65	0	65	\$125.00	\$139.93	\$8,125.00	\$9,095.45
6	CIPP 2 - 24" Cured in Place Pipe	LF	355	0	355	\$125.00	\$139.93	\$44,375.00	\$49,675.15
7	CIPP 3 - 36" Cured in Place Pipe	LF	725	0	725	\$313.00	\$326.00	\$226,925.00	\$236,350.00
8	CIPP 4 - 42" Cured in Place Pipe	LF	248	-248	0	\$421.00		\$104,408.00	\$0.00
9	CIPP 5 - 36" Cured in Place Pipe	LF	169	-169	0	\$300.00		\$50,700.00	\$0.00
10	Service Lateral/Tap reinstatement	EA	4	-1	3	\$196.00	\$196.00	\$784.00	\$588.00
Totals:								\$451,941.00	\$311,498.60