



Home of the Tualatin River National Wildlife Refuge

URBAN RENEWAL AGENCY MEETING PACKET

FOR

Tuesday, May 6, 2014

**Sherwood City Hall
22560 SW Pine Street
Sherwood, Oregon**

URA Board of Directors Regular Meeting
(following the City Council meeting)

**SHERWOOD URBAN RENEWAL AGENCY BOARD OF DIRECTORS
MEETING AGENDA**

**Tuesday, May 6, 2014
(following the City Council meeting)**

**City of Sherwood City Hall
22560 SW Pine Street
Sherwood, Oregon**

REGULAR URA BOARD MEETING

1. CALL TO ORDER

2. ROLL CALL

3. CONSENT

- A. Approval of March 4, 2014 URA Board Meeting Minutes**
- B. Approval of April 1, 2014 URA Board Meeting Minutes**
- C. Approval of April 15, 2014 URA Board Meeting Minutes**
- D. URA Resolution 2014-003 Extending Charles Harbick, Scott Johnson, Amanda Bates and Todd McCabe's appointments to Sherwood Urban Renewal Policy Advisory Committee (SURPAC) for a limited term**

4. NEW BUSINESS

- A. URA Resolution 2014-004, Authorizing URA District Manager to amend contract for professional services with Creekside Environmental Consulting Inc. for the Sherwood Community Center project (Bob Galati, City Engineer)**

5. STAFF REPORT

6. ADJOURN

**SHERWOOD URBAN RENEWAL AGENCY BOARD OF DIRECTORS
MEETING MINUTES
Tuesday, March 4, 2014
22560 SW Pine Street, Sherwood, Oregon 97140**

URA BOARD REGULAR MEETING

1. **CALL TO ORDER:** Chair Bill Middleton called the meeting to order at 8:31 pm.
2. **BOARD PRESENT:** Chair Bill Middleton, Linda Henderson, Bill Butterfield, Krisanna Clark, Matt Langer, and Robyn Folsom. Dave Grant was absent.
3. **STAFF PRESENT:** Joseph Gall City Manager, Tom Pessemier Assistant City Manager, Jeff Groth Police Chief, Julia Hajduk Community Development Director, Finance Director Julie Blums, Public Works Director Craig Sheldon, Community Services Director Kristen Switzer, Bob Galati City Engineer, Mark Daniel Police Captain, Officer Colin Drummond, Colleen Resch Administrative Assistant and Sylvia Murphy Agency Recorder. City Attorney Chris Crean.

Chair Middleton addressed the Consent Agenda and asked for a motion.

4. CONSENT AGENDA:

A. Approval of January 7, 2014 URA Board Meeting Minutes

MOTION: FROM LINDA HENDERSON TO ADOPT THE CONSENT AGENDA, SECONDED BY MATT LANGER, MOTION PASSED 6:0. ALL PRESENT BOARD MEMBERS VOTED IN FAVOR, (DAVE GRANT WAS ABSENT).

Chair Middleton addressed the next agenda item.

5. NEW BUSINESS

A. URA Resolution 2014-002 Sherwood Community Center Amendment to Contract for Professional Services

Assistant City Manager Tom Pessemier stated the resolution before the Board was for design services for the Community Center. Tom explained as the original machine works building came down and staff went through processes they looked at the soil under the building and utilized services for review of the soil.

City Engineer Bob Galati explained the services provided were geotechnical review and the consultant made recommendations that staff found to be prudent and be put into place based on timing. He explained they were looking at putting in footings based on an excavation method or a geo-pier method. He said the excavation method had a lot of site disturbance and to accommodate site disturbance during wet weather, staff wanted to do cement treating of the soil during the dry weather season. He said during the process staff did not stop looking at the possibility of what geo-pier was going to be, based on costs and continued to try and see what method would provide the best cost design for the

building. He said staff moved forward and authorized the architectural firm to put together a bid package to release soil treatment, amending the soil for cement treatment preparatory to excavation of foundations. He said the soil conditions came back with a geo-pier system rather than an excavation system and putting in a foundation system was more cost effective. He said staff changed direction and went with a geo-pier system in the design bid materials, however the bid package had been prepared by the sub-consultant. He said the resolution before the Council is due to a significant change over the contract amount and staff felt it was necessary for the Board to authorize the signing of the amended agreement.

Tom further explained the recent groundwork of stabilizing the base allowing the contractor to come in and build the foundation on top of the rock piers. He said if they had not done this, we would see very large holes in the ground filling up with water and causing significant delays to the project costing more money.

Ms. Henderson asked if we are still within the contingency amount, Bob confirmed.

With no other Board comments, the following motion was received.

MOTION: FROM LINDA HENDERSON TO ADOPT URA RESOLUTION 2014-002, SECONDED BY KRISANNA CLARK. MOTION PASSED 6:0, ALL PRESENT MEMBERS VOTED IN FAVOR, (DAVE GRANT WAS ABSENT).

Chair Middleton addressed the next agenda item.

6. STAFF REPORT

No staff report was given and Chair Middleton adjourned the meeting.

7. ADJOURN

Chair Middleton adjourned the meeting at 8:38 pm.

Submitted by:

Sylvia Murphy, MMC, Agency Recorder

Bill Middleton, Chair

**SHERWOOD URBAN RENEWAL AGENCY BOARD OF DIRECTORS
MEETING MINUTES
Tuesday, April 1, 2014
22560 SW Pine Street, Sherwood, Oregon 97140**

URA BOARD EXECUTIVE SESSION

1. **CALL TO ORDER:** Chair Bill Middleton called the meeting to order at 5:32 pm.
2. **BOARD PRESENT:** Chair Bill Middleton, Linda Henderson, Bill Butterfield, Krisanna Clark, Matt Langer, and Robyn Folsom. Dave Grant arrived at 5:35 pm.
3. **STAFF PRESENT:** Joseph Gall City Manager, Tom Pessemier Assistant City Manager and Sylvia Murphy Agency Recorder.
4. **TOPICS:**
 - A. Real Property Transactions, pursuant to ORS 192.660(2)(e)

5. ADJOURN

Chair Middleton adjourned the meeting at 5:59 pm.

Submitted by:

Sylvia Murphy, MMC, Agency Recorder

Bill Middleton, Chair

**SHERWOOD URBAN RENEWAL AGENCY BOARD OF DIRECTORS
MEETING MINUTES
Tuesday, April 15, 2014
22560 SW Pine Street, Sherwood, Oregon 97140**

URA BOARD EXECUTIVE SESSION

1. **CALL TO ORDER:** Chair Bill Middleton called the meeting to order at 5:30 pm.
2. **BOARD PRESENT:** Chair Bill Middleton, Dave Grant, Bill Butterfield, Krisanna Clark, Matt Langer, and Linda Henderson via conference call. Robyn Folsom arrived at 5:33 pm.
3. **STAFF PRESENT:** Joseph Gall City Manager, Tom Pessemier Assistant City Manager, Julie Blums Finance Director and Sylvia Murphy Agency Recorder.
4. **TOPICS:**
 - A. Real Property Transactions, pursuant to ORS 192.660(2)(e)

5. ADJOURN

Chair Middleton adjourned the meeting at 5:46 pm and convened to a URA Board work session.

URA BOARD WORK SESSION

1. **CALL TO ORDER:** Chair Bill Middleton called the work session to order at 5:47 pm.
2. **BOARD PRESENT:** Chair Bill Middleton, Dave Grant, Bill Butterfield, Krisanna Clark, Matt Langer, Linda Henderson and Robyn Folsom.
3. **STAFF PRESENT:** Joseph Gall City Manager, Tom Pessemier Assistant City Manager, Julie Blums Finance Director, Colleen Resch Administrative Assistant and Sylvia Murphy Agency Recorder.
4. **TOPICS:**
 - B. SURPAC (Sherwood Urban Renewal Planning Advisory Committee).

Tom Pessemier recapped the work performed by SURPAC as an advisory committee to the URA Board. He informed the Board of SURPAC's discussions regarding working on Economic Development and the future of SURPAC with the closing of the Urban Renewal District.

Tom spoke of challenges with committee member recruitment and members seeking a direction from the Board or the Council. The Board discussed economic development and what that means for Sherwood, they discussed disbanding SURPAC and the potential of creating a new Board or committee in 2015 to work on economic development.

Tom explained the next steps of possibly extending the membership of the current SURPAC members to allow them time to complete any pending work and close out the committee.

5. ADJOURN

Chair Middleton adjourned the work session at 6:10 pm and convened to a City Council work session.

Submitted by:

Sylvia Murphy, MMC, Agency Recorder

Bill Middleton, Chair

TO: Sherwood Urban Renewal Agency Board of Directors

FROM: Tom Pessemier, Assistant City Manager
Through: Joseph Gall, ICMA-CM, City Manager

SUBJECT: URA Resolution 2014-003, Extending Charles Harbick, Scott Johnson, Amanda Bates and Todd McCabe's appointments to Sherwood Urban Renewal Policy Advisory Committee (SURPAC) for a limited term

Issue:

Should the URA Board extend Charles Harbick, Scott Johnson, Amanda Bates and Todd McCabe's appointments to SURPAC for a limited term?

Background:

SURPAC consists of seven members. Charles Harbick, Scott Johnson, Amanda Bates and Todd McCabe have served on SURPAC and have expressed an interest in serving in a limited term appointment to finish SURPAC business prior to handing the work over to the URA Board.

SURPAC has served the URA Board since 2000 and the URA is winding down projects and operations. The volume of work for SURPAC has been declining over time and SURPAC members and the Board feel that in the near future it will be time to consolidate the workload. At a recent work session the URA Board has requested that SURPAC work over the next few months to finish their work and give their final recommendations to the Board.

Financial Impacts:

There are no financial impacts from this proposed action.

Recommendation:

Staff respectfully requests the URA Board adoption of URA Resolution 2014-003, extending Charles Harbick, Scott Johnson, Amanda Bates and Todd McCabe's appointments to Sherwood Urban Renewal Policy Advisory Committee (SURPAC) for a limited term



URA RESOLUTION 2014-003

EXTENDING CHARLES HARBICK, SCOTT JOHNSON, AMANDA BATES AND TODD MCCABE'S APPOINTMENTS TO SHERWOOD URBAN RENEWAL POLICY ADVISORY COMMITTEE (SURPAC) FOR A LIMITED TERM

WHEREAS, Charles Harbick, Scott Johnson, Amanda Bates and Todd McCabe all serve on SURPAC and have expressed an interest to continue for a limited time to finish the work of SURPAC; and

WHEREAS, at a recent work session the URA Board indicated it would be helpful to have SURPAC finish their recommendations to the Board over the next few months.

NOW, THEREFORE, THE SHERWOOD URBAN RENEWAL AGENCY BOARD RESOLVES AS FOLLOWS:

Section 1. Charles Harbick, Scott Johnson, Amanda Bates and Todd McCabe's appointments are hereby extended to SURPAC for a limited duration term ending August 31, 2014.

Section 2. This resolution shall be effective from and after its adoption from the URA Board.

Duly passed by the URA Board of Directors this 6th day of May 2014

Bill Middleton, Chair

Attest:

Sylvia Murphy, MMC, Agency Recorder

TO: Sherwood Urban Renewal Agency Board of Directors

FROM: Bob Galati PE, City Engineer
Through: Joseph Gall, ICMA-CM, URA District Manager and Tom Pessemier, URA Project Manager

SUBJECT: **URA Resolution 2014-004, Authorizing URA District Manager to amend contract for professional services with Creekside Environmental Consulting Inc for the Sherwood Community Center project**

Issue:

Should the URA Board authorize the URA District Manager to amend the contract for professional services with Creekside Environmental Consulting Inc for the Sherwood Community Center project?

Background:

The Sherwood Community Center project site contains non-hazardous contaminated soil that could not be used as clean fill and required proper disposal. The volume of soil that would not meet clean fill standards was estimated in the bid documents to be up to 30 cubic yards of contaminated material. Removal in excess of 30 cubic yards would be paid from construction contingency and processed via contract change order at a rate of \$106 per cubic yard of removal. During construction it became apparent that removal would significantly exceed the base bid and change orders would be necessary.

After looking into options it was determined that the City's consultant, Creekside Environmental, could remove and dispose of the soil for less than the bid by the general contractor, Corp Inc Construction. For example, the City consultant charges \$50 per ton for the removal and disposal of contaminated soils while the price quoted for additional removal by the contractor is approximately equal to \$80-\$100 per ton depending on the soil moisture content.

Rather than execute a contract change order with the general contractor for the removal of contaminated materials as authorized by URA Resolution 2013-012, city staff recommends executing a contract amendment with Creekside Environmental Consulting LLC for the work. Due to unforeseen subsurface conditions and uncertainty of the work being performed, staff recommends a \$30,000 contingency be authorized for future contract amendments with Creekside Environmental for the management of contaminated materials during construction.

Financial Impacts:

This request will increase the contract by \$96,600 and authorized a \$30,000 contingency for the removal of contaminated materials from Sherwood Community Center project site. The contract amendment and contingency will be funded by the 10% construction contingency approved in URA Resolution 2013-012.

Recommendation:

Staff respectfully requests URA Board adoption of URA Resolution 2014-004, authorizing the URA District Manager to execute a contract amendment with Creekside Environmental Consulting LLC for contaminated material management during construction of the Sherwood Community Center.

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 For Reference Only



Community Development Division
Engineering Department
 22560 SW Pine St.
 Sherwood, OR 97140
 503-925-2309

AMENDMENT TO CONTRACT for PROFESSIONAL SERVICES

CONTRACT AMENDMENT #: #4
PROJECT NAME: Sherwood Community Center Demolition Project

CONTRACT PARTIES: Sherwood Urban Renewal Agency and Creekside Environmental Consulting LLC
 [hereafter called Agency] [hereafter called Consultant]

C.O.S. PROJECT MANAGER: Bob Galati, PE, City Engineer

ACCOUNT #: 7620 **FUND #:** 95 **DEPT:** 57 **REV SOURCE:** 0 **JOB #:** 8061
VENDOR #: 10696

SCOPE of WORK:

Includes initial Contract for Professional Services dated February 11, 2013,
 Amendment #1 to Contract for Professional Services dated May 13, 2013
 Amendment #2 to the Contract for Professional Services dated June 12, 2013
 Amendment #3 to the Contract for Professional Services dated July 15, 2013
 Amendment #4 to the Contract for Professional Services dated March 14, 2014
 See Standard Contract Provisions, Paragraph 22(a) List of Exhibits

SCHEDULE of WORK:	effective date: February 11, 2013	expiration date: February 1, 2015
Original Contract AMOUNT:		\$24,100.00
Amendment #1:		\$3,600.00
Amendment #2:		\$8,900.00
Amendment #3:		\$4,800.00
Amendment #4:		\$96,600.00
Amended Contract AMOUNT:		\$138,000.00
Contract Time Extension:		0 Months

CONSULTANT DATA, REGISTRATION, and SIGNATURE

CONSULTANT FIRM: Creekside Environmental Consulting, LLC
ADDRESS: 21790 SW Chehalis Court, Tualatin, Oregon 97062
VOICE: 503-692-8118 **FAX:** (X)
Contact: Brent Jorgensen, CHMM
Title: Principal

I, the undersigned, agree to perform the work outlined in this Contract in accordance to the terms and conditions listed on pages 2-4 and made part of this Contract, and in accordance with the exhibits attached and made part of this Contract. I certify, under penalty of perjury, that I/my business is not in violation of any Oregon tax laws; and certify that I am an independent contractor as defined in ORS 670.600.

CONSULTANT:

Brent Jorgensen
 signature

4/16/14
 date

SHERWOOD URBAN RENEWAL AGENCY APPROVALS

City Engineer:

 Signature Date

Finance Director:

 Signature Date

Assist City Manager:

 Signature Date

URA District Manager:

 Signature Date

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STANDARD CONTRACT PROVISIONS

1. **Access to Records**

The Consultant shall maintain, and the Sherwood Urban Renewal Agency ("Agency") and its duly authorized representatives shall have access during normal business hours to the books, documents, papers, and records of the Consultant which are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon reasonable request. Payment for cost of copies is reimbursable by the Agency.
2. **Audits**
 - (a) The Agency, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by section 1, **Access to Records**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.
 - (b) If an audit discloses that payments to the Consultant were in excess of the amount to which the Consultant was entitled, then the Consultant shall repay the amount of the excess to the Agency.
 - (c) If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the Agency may pursue remedies provided under section 5, **Early Termination of Agreement** and section 7, **Remedies**.
3. **Effective Date and Duration**

The passage of the Contract expiration date shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
4. **Funds**

The Agency certifies that sufficient funds are available and authorized for expenditure to finance the cost of this Contract.
5. **Early Termination of Agreement**
 - (a) The Agency and the Consultant, by mutual written agreement, may terminate this Agreement at any time.
 - (b) The Agency, on thirty (30) days written notice to the Consultant, may terminate this Agreement for any reason deemed appropriate in its sole discretion.
 - (c) Either the Agency or the Consultant may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.
6. **Payment on Early Termination**
 - (a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Agreement** hereof, the Agency shall pay the Consultant for work performed in accordance with the Agreement prior to the termination date.
 - (b) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the Consultant due to a breach by the Agency, then the Agency shall pay the Consultant as provided in subsection (a) of this section.
 - (c) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the Agency due to a breach by the Consultant, then the Agency shall pay the Consultant as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7(a), **Remedies**.
 - (d) In the event of early termination, all of the Consultant's work product will become and remain property of the Agency.
7. **Remedies**
 - (a) In the event of termination under subsection 5(c), **Early Termination of Agreement**, hereof, by the Agency due to a breach by the Consultant, then the Agency may complete the work either itself, by agreement with another consultant, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Consultant shall pay to the Agency the amount of the reasonable excess.
 - (b) The remedies provided to the Agency under section 5, **Early Termination of Agreement** and section 7, **Remedies** for a breach by the Consultant shall not be exclusive. The Agency also shall be entitled to any other equitable and legal remedies that are available.
 - (c) In the event of breach of this Agreement by the Agency, then the Consultant's remedy shall be limited to termination of the Agreement and receipt of payment as provided in section 5(c), **Early Termination of Agreement** and section 6(b), **Payment on Early Termination** hereof.

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- 8. Subcontracts and Assignment**
Consultant shall not subcontract, assign or transfer any of the work scheduled under this agreement, without the prior written consent of the Agency. Notwithstanding Agency approval of a sub-consultant, the Consultant shall remain obligated for full performance hereunder, and the Agency shall incur no obligation other than its obligations to the Consultant hereunder. The Consultant agrees that if sub-consultants are employed in the performance of this Agreement, the Consultant and its sub-consultants are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.
- 9. Compliance with Applicable Law**
In connection with its activities under this Agreement, Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws and regulations.
- 10. Indemnity - Standard of Care**
If Consultant's services involve engineering or consulting, the standard of care applicable to Consultant's service will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed. Consultant will re-perform any services not meeting this standard without additional compensation.
- 11. Insurance**
Consultant shall be licensed and comply with all State of Oregon laws and regulations.
- 12. Ownership of Work Product**
All work products of the Consultant, which result from this Contract are the exclusive property of the Agency. The Agency shall not use these products for other projects outside the scope of this Agreement without written permission of the Consultant; provided, that Consultant is hereby granted an irrevocable, royalty free, worldwide, perpetual license to use, reproduce, copy, distribute and make derivatives of its work product, regardless of whether Consultant has resigned, this Contract has been terminated, Consultant's scope of services has been modified, or Consultant's services under this Contract have been completed.
- 13. Nondiscrimination**
Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Consultant also shall comply with the Americans With Disabilities Act of 1990 (Pub L. No. 101-336) including Title II of that Act, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.
- 14. Successors in Interest**
The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.
- 15. Severability**
The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. Waiver**
The failure of the Agency to enforce any provision of this Contract shall not constitute a waiver by the Agency of that or any other provision.
- 17. Errors**
The Consultant shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost.
- 18. Governing Law**
The provisions of this Contract shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Contract must be brought in the appropriate court in Washington County, Oregon.
- 19. Amendments**
The Agency and the Consultant may amend this Agreement at any time only by written amendment executed by the Agency and the Consultant. Unless otherwise provided, if the original Contract required a Resolution, any amendment that increases the amount of compensation payable to the Consultant, exceeding the amount authorized in the previous Resolution, must be approved by Resolution of the City Council. If the original Contract did not require a Resolution, the URA District Manager, or City Engineer in certain instances, may approve an amendment increasing the amount of compensation, provided the total Contract price falls within the expenditure

thresholds established in Resolution 2001-006. The City Engineer may agree to and execute any other amendment that does not affect Contract price, on behalf of the Agency, including modifications to scope of service or time of performance.

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20. License

Prior to beginning work under this Agreement, the Consultant shall provide professional registration number in the space provided on page one of this Agreement, if required by the Agency.

21. Payment to Vendors and Sub-consultants

The Consultant shall timely pay all suppliers, lessors and sub-consultants providing it services, materials or equipment for carrying out its obligations under this Agreement. The Consultant shall not take or fail to take any action in a manner that causes the Agency or any materials that the Consultant provides hereunder to be subject to any claim or lien of any person without the Agency's prior written consent.

22. Exhibits

Each document that is attached to this Contract as an Exhibit shall be labeled with an Exhibit number and listed below. Provisions and covenants contained in Exhibits are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein. If any item in an Exhibit contradicts this Contract, this Contract shall take precedence over the conflicting item in the Exhibit.

a. List of Exhibits

Exhibit A – Creekside Environmental Consulting, LLC, Change order request dated March 24, 2014

23. Merger Clause

This Contract and attached exhibits constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. Consultant, by the signature of its authorized representative, hereby acknowledges that he or she has read this Contract, understands it and agrees to be bound by its terms and conditions.

24. Mediation

- a. Should any dispute arise between the parties to this agreement it is agreed that such dispute will be submitted to a mediator prior to any litigation and the parties hereby expressly agree that no claim or dispute arising under the terms of this agreement shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation.
- b. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, or if the parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Washington County Circuit Court upon the request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this Section.

EXHIBIT A

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 For Reference Only

CREEKSIDE ENVIRONMENTAL CHANGE ORDER # CS-2014.2 Sherwood Urban Renewal / Community Center Project #8061 22832 SW Washington St., Sherwood, OR – March 24, 2014

This revised change order is being submitted to cover additional environmental management costs to monitor soil excavation activities, analyze soil samples, manage storm water flow and communicate with our client and applicable regulatory agencies during soil removal by the City's General Contractor (Corp. Inc. Construction). The purpose of this project is to ensure the proper separation and disposal of soils containing regulated hazardous materials contamination (lead, diesel, heavy oil, etc.) per DEQ rules and regulations (Ref.: OAR Chapter 340-122). Work will be done on a time and materials basis based on the City of Sherwood City of Sherwood Contract for Professional Services agreement authorized in our proposal dated February 7, 2013 (Job 8061).

Out of Scope Work: Soil Evaluation, Haul, Disposal & Water Management

1. Work Completed (Feb. 22 – April 7, 2014): \$65,264.70 / Approx. 30%

- CEC Invoice # CS-2014.1: \$9,830 – Environmental Services Feb. 22 – March 10
- CEC Invoice # CS-2014.2: \$6,570 – Waste Disposal Fees (121.4 tons) & Misc. Costs Feb. 22 – March 10, 2014
- CEC Invoice # CS-2014.3: \$3,830 – Environmental Services March 11 – 24
- CEC Invoice # CS-2014.4: \$29,890 – Waste Disposal Fees (593.4 tons) & Misc. Costs March 25 – March 27, 2014
- CEC Invoice # CS-2014.5: \$4,659.20 – Storm Water Management Fees & Misc. Costs Feb. 22 – March 28 & 29, 2014
- CEC Invoice # CS-2014.6: \$11,738.00 – Waste Disposal Fees (205.31 tons) & Misc. Costs April 2, 2014
- **Subtotal (February – April 7, 2014): \$65,264**

2. Work Anticipated (April – June 2014): Est. \$134,735.30 / Approx. 70%

- | | | |
|---|----------------------|--|
| • General Environmental Compliance Services | \$34,735 | } REDUCED TO
#31,336.00
FOR CONTRACT AMENDMENT
#4 |
| • Waste Disposal Fees & Miscellaneous Costs | \$90,000 | |
| • Storm Water Management Costs | \$10,000 | |
| • Subtotal (April – June 2014): | \$134,735 | |
| | \$31,336.00 | |
| Total Change Order Amount: | \$96,660.00 | \$200,000 |

TOTAL FOR CONTRACT AMENDMENT #4

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BUDGET SUMMARY:

Original Budget (per contract dated Feb. 7, 2013):	\$24,100
Change Order #SURA-2013.1:	\$ 3,600
Change Order #SURA-2013.2:	\$ 8,900
Change Order #SURA-2013.3:	\$ 4,800
Change Order #SURA-2014.2* (refer to notes above):	\$200,000 \$96,660.00

Revised Budget:

\$241,400 \$138,000.00

AUORIZATION:

TOTAL AMENDED CONTRACT AMOUNT

Brent Jorgensen

Signature: _____

Brent Jorgensen, CHMM

Printed Name: _____

Title: Principal

Title: City Engineer

Date: April 7, 2014

Date: _____



URA RESOLUTION 2014-004

AUTHORIZING URA DISTRICT MANAGER TO AMEND CONTRACT FOR PROFESSIONAL SERVICES WITH CREEKSIDE ENVIRONMENTAL CONSULTING INC FOR THE SHERWOOD COMMUNITY CENTER PROJECT

WHEREAS, the Urban Renewal Agency (URA) entered into a Contract with Creekside Environmental Consulting LLC on February 11, 2013 to prepare a Contaminated Media Management Plan to guide the removal of contaminated soil and storm water during construction of the Sherwood Community Center; and

WHEREAS, contract amendments were previously executed to expand the study area to include an additional parking lot and the building demolition area into the management plan; and

WHEREAS, URA Resolution 2013-012 awarded a construction contract to Corp Inc Construction that included the removal and disposal of up to 30 cubic yards of contaminated material in the base bid price with any additional removal to be paid by change order using construction contingency at a rate of \$106.00 per cubic yard; and

WHEREAS, during construction it became apparent the volume of soil that would not meet clean fill standards to be handled during construction would significantly exceed the amount listed in the bid documents and change orders would be necessary; and

WHEREAS, in order to reduce the cost of contaminated material management on the project it was determined that Creekside Environmental could manage the removal and disposal at a lesser rate than Corp Inc Construction; and

WHEREAS, Creekside Environmental submitted a scope of work and fee estimate for the added work which was reviewed by staff and is recommended as a contract amendment for \$96,600; and

WHEREAS, due to unforeseen conditions and a potential for additional amendments, staff recommends a \$30,000 contingency be authorized for future amendments; and

WHEREAS, the contract amendments will funded from the 10% construction contingency authorized by URA Resolution 2013-012, Section 2 for change orders, unforeseen issues, and additional work on the project.

NOW, THEREFORE, THE SHERWOOD URBAN RENEWAL AGENCY BOARD RESOLVES AS FOLLOWS:

Section 1. The URA District Manager is authorized to sign a Contract Amendment with Creekside Environmental Consulting LLC in the amount of \$96,600 to monitor, remove and dispose of contaminated materials during construction of the Sherwood Community Center.

Section 2. The URA District Manager is authorized to execute future amendments with Creekside Environmental Consulting LLC for the contingency amount not-to-exceed \$30,000.

Section 3. This Resolution shall be effective upon its approval and adoption.

Duly passed by the Urban Renewal Agency Board this 6th day of May 2014.

Bill Middleton, Chair

Attest:

Sylvia Murphy, MMC, Agency Recorder

Sherwood URA Board Meeting

Date: May 6, 2014

List of Meeting Attendees: —

Request to Speak Forms: —

Documents submitted at meeting: —

Lined area for notes and lists.

Approved Minutes

**SHERWOOD URBAN RENEWAL AGENCY BOARD OF DIRECTORS
MEETING MINUTES
Tuesday, May 6, 2014
22560 SW Pine Street, Sherwood, Oregon 97140**

URA BOARD REGULAR SESSION

1. **CALL TO ORDER:** Chair Bill Middleton called the meeting to order at 8:31 pm.
2. **BOARD PRESENT:** Chair Bill Middleton, Linda Henderson, Bill Butterfield, Krisanna Clark and Matt Langer. Robyn Folsom and Dave Grant were absent.
3. **STAFF PRESENT:** Joseph Gall City Manager, Tom Pessemier Assistant City Manager, City Engineer Bob Galati and Sylvia Murphy Agency Recorder.

Chair Middleton addressed the Consent Agenda and asked for a motion.

4. CONSENT AGENDA:

- A. **Approval of March 4, 2014 URA Board Meeting Minutes**
- B. **Approval of April 1, 2014 URA Board Meeting Minutes**
- C. **Approval of April 15, 2014 URA Board Meeting Minutes**
- D. **URA Resolution 2014-003 Extending Charles Harbick, Scott Johnson, Amanda Bates and Todd McCabe's appointments to Sherwood Urban Renewal Policy Advisory Committee (SURPAC) for a limited term**

MOTION: FROM LINDA HENDERSON TO APPROVE THE CONSENT AGENDA, SECONDED BY MATT LANGER, MOTION PASSED 5:0, ALL PRESENT MEMBERS VOTED IN FAVOR, (ROBYN FOLSOM AND DAVE GRANT WERE ABSENT).

Chair Middleton addressed the next agenda item.

5. NEW BUSINESS

- A. **URA Resolution 2014-004, Authorizing URA District Manager to amend contract for professional services with Creekside Environmental Consulting Inc. for the Sherwood Community Center project**

City Engineer Bob Galati explained the resolution and stated it amends the Creekside contract. He said the purpose for this contract amendment is that a few issues occurred on the site and said initially we designed for a certain amount of contaminated soil removal and when construction began we did not have a clear understanding of how much there would be. He said during the construction process it was discovered there was a fair amount although it doesn't meet the requirements of being contaminated soils, it meets the limit of where it must be removed and disposed of separately. He said it is not dangerous soil, but it meets the requirement for disposal at a site that is licensed for it. He said we also had some heavy rain and per our contaminated media management plan we were required to collect that storm water runoff. He said this initiated the requirement for baker tanks being installed on site. He

said this was an emergency thing and it was better to do this than possibly facing DEQ fines for ignoring the problem. He said this contract picks up and covers the cost for the mitigation requirements; soil disposal, baker tank installation and removal, and it has a small contingency for some additional soil removal we think will happen.

Assistant City Manager Tom Pessemier explained staff could have gone down a different route with amending a professional services contract and said it was less expensive to do it this way. He stated the cost will come out of the project contingency.

Ms. Henderson stated the staff report references a \$30,000 contingency. City Engineer Galati replied that is what we have estimated with additional soils needing to be removed. He explained approximately 1100 tons have been removed and the \$30,000 represent another 100-200 tons. He said it is very expensive to dispose of contaminated soils at a licensed site.

Ms. Henderson asked if the soils were dug up as part of the foundation. Bob replied partly for foundation, and partly for instillation of utilities, trenches and footings. He said we did an analysis initially on the project that defined there was contaminated soils, hydrocarbons, and we did not get enough of a feel for the extent of the contamination until we started to get into it and upon testing soils it was determined they needed to be removed.

Assistant City Manager Tom Pessemier explained the reference to "contaminated soil". He said the levels of contaminants, primarily lead, is slightly higher than what background levels would be, he said we are not dealing with anything of serious consequence. He said the state rules indicate if it is above a certain very low threshold you can't use it as "clean fill". He said there are not health issues to be concerned with, it's just slightly above the clean fill standards and needs to be dealt with in a different way.

Ms. Henderson asked what is the "not to exceed amount" and Mr. Galati replied we are holding the contract, consultant to the \$130,000 additional work, saying they can go to this amount and if they begin to exceed the City wants to know, they just can't continue to do the work.

With no additional questions, Chair Middleton asked for a motion.

MOTION: FROM LINDA HENDERSON TO ADOPT URA RESOLUTION 2014-004, SECONDED BY BILL BUTTERFIELD, MOTION PASSED 5:0, ALL PRESENT MEMBERS VOTED IN FAVOR, (ROBYN FOLSOM AND DAVE GRANT WERE ABSENT).

6. STAFF REPORT

Tom reminded of an upcoming SURPAC meeting.

7. ADJOURN

Chair Middleton adjourned the meeting at 8:40 pm.

Submitted by:



Sylvia Murphy, MMC, Agency Recorder



Bill Middleton, Chair