



**CITY COUNCIL REGULAR SESSION AGENDA**  
**Tuesday, February 16, 2016 - 6:00 PM**  
**Council Chambers - 169 SW Coast Highway, Newport, Oregon 97365**

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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.

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**1. PLEDGE OF ALLEGIANCE**

**2. CALL TO ORDER AND ROLL CALL**

**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. 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.*

**4.A. Approval of Minutes of the City Council Work Session and Regular Meeting of February 1, 2016**

[February 1, 2016](#)

[February 1, 2016](#)

**4.B. Confirmation of Mayor's Appointment of Braulio Escobar to the Retirement Trust for a Term Expiring 12-31-19**

[City Manager's Report and Recommendation-Mayor's Confirmation of Appointment-Retirement Trust Application for Retirement Trust](#)

**4.C. Confirmation of the Mayor's Appointment of Wendy Henriksen to the Bicycle/Pedestrian Advisory Committee**

[City Manager's Report and Recommendation-Pedestrian-Bicycle Committee Appointment Application for Bicycle and Pedestrian Committee](#)

**4.D. Approval of a Recommendation to the Oregon Liquor Control Commission (OLCC) to issue an Off-Premise Sales Liquor License for a New Outlet to US Market No. 260, LLC, located at 910 North Coast Highway**

[City Manager's Report and Recommendation -- OLCC-US Market 260 US Market #260 2-9-16 OLCC Application US Market](#)

**5. COMMUNICATIONS**

**5.A. From The Destination Newport Committee, Recommendation to Award Tourism Marketing Grant for the Oregon Coast Council for the Arts, Capital Campaign**

[City Manager's Report and Recommendation -- Destination Newport -- Stop and Go Promo Staff Report for OCCA Tourism Marketing Grant 2016 Tourism Market Grant Application](#)

**6. 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.*

**6.A. Consideration of Extension of Franchise Agreement with Falcon Telecable, Locally Known as Charter Communications**

[City Manager's Report and Recommendation-Charter Communications Franchise 2015 7 17 Newport OR Franchise Draft Franchise Agreement Extension of Charter](#)

**6.B. Authorization of a Letter of Commitment to the Oregon Water Resources Department (OWRD) Regarding a SB1069 Grant Application.**

[City Manager's Report and Recommendation -- Oregon Water Resources Dept. Application](#)  
[Staff Report RE Letter of Support for OWRD SB1069 Grant Application](#)  
[Draft Letter of Commitment for SB 1069 Grant Matching Funds](#)  
[SB1069 Grant Application](#)

## **7. LOCAL CONTRACT REVIEW BOARD**

**7.A. Notice of Intent to Award a Contract with ZCS Engineering for Professional Consulting Services for the City of Newport Fire Station Seismic Upgrades**  
[City Manager's Report and Recommendation-Change Order for Safe Haven Hill](#)  
[NOIA Consulting Services Newport Fire Station Seismic Upgrades 2-10-16](#)  
[Fire Station Seismic Improvements RFQ](#)  
[ZCS Engineering Qualifications Proposal](#)  
[ZCS Engineering Price Proposal](#)

**7.B. Approval Task Order No. 2 with HDR Engineering for Phase IV, Engineering Preliminary Design, Environmental Permitting, and Professional Survey to Determine the Feasibility of Constructing a Roller Compacted Concrete Dam at the Big Creek Reservoirs**  
[City Manager's Report and Recommendation -- Task Order 2-HDR Engineering-Phase IV](#)  
[Staff Report TO No 2 RCC Dam Preliminary Eng Geo and Survey 2-10-16](#)  
[Phase IV - Engineering Preliminary Design, Environmental Permitting, and Professional Survey scope of work from HDR Engineering](#)  
[Dry Day Inundation Map for the Big Creek Dams 1 and 2](#)  
[2015 Annual Dam Inspection Report from Keith Mills, Oregon Dam Safety Engineer, Oregon Water Resources Department](#)

**7.C. Approval of Change Order No 2 with KSH Construction Company for Safe Haven Hill Tsunami Evacuation Improvements**  
[City Manager's Report and Recommendation-Change Order for Safe Haven Hill.pdf](#)  
[Council Staff Report - Change Order 2 2-10-16](#)  
[KSH Construction Soldier Pile Wall cost estimate](#)

**7.D. Approval of Change Order No. 2 with Pavilion Construction for the Aquatic Center Project**  
[City Manager's Report and Recommendation -- Change Order for Aquatic Center](#)  
[Staff Report Change Order No 2 2-16-16](#)  
[Change Order No. 2 with Pavilion Construction for the Aquatic Center](#)

## **8. 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.*

**9. 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.*

**10. ADJOURNMENT**

February 1, 2016  
Noon  
Newport, Oregon

The Newport City Council met in a work session at the above time in the City Council Chambers of the Newport City Hall. On roll call, Roumagoux, Allen, Sawyer, Engler, Swanson, and Busby were present. Allen arrived at 12:21 P.M.

Staff present was City Manager Nebel, City Recorder Hawker, Fire Chief Murphy, and Police Chief Miranda.

Also in attendance was Ellen Bristow.

### **ROLL CALL AND INTRODUCTIONS**

Roll was called and introductions were made.

MOTION was made by Roumagoux, seconded by Swanson to excuse Sawyer from this evening's meeting, and to excuse Saelens from this work session and this evening's meeting. The motion carried unanimously in a voice vote.

### **PRESENTATION ON EMERGENCY OPERATIONS CENTER**

Nebel reported that staff has been working to create an Emergency Operations Center that can be used when a particular emergency situation arises in the city. He stated that on the evening of December 17, 2015, during the significant rains that led to landslides at several areas in the city, the Emergency Operations Center was put into operation for the first time. He noted that during this work session, staff will demonstrate how the Emergency Operations Center works in the Council Chambers, and discuss the roles of various staff and elected officials in dealing with an emergency situation in the city.

Murphy presented a PowerPoint presentation regarding the Incident Command System (ICS), the workings of the Emergency Operations Plan (EOP), and the Emergency Operations Center (EOC). He reviewed: the history of the ICS; what an ICS is; common elements of an ICS; key concepts in ICS; the structure of the ICS; basic ICS components; general ICS staff; personnel; common ICS facilities; EOC; the city's EOP; City Council responsibilities during an emergency; City Manager responsibilities during an emergency; and additional training available to the City Council.

Nebel noted that there are inconsistencies between the Municipal Code declaration of emergency provisions, and the EOP, and that nothing exists in the City Charter.

Murphy reported that the main EOC location is the City Council Chambers and Conference Room A. He added that the back-up EOC is located at the City Shop facility, and that if someone is located south of the bridge, during an emergency, they would report to the South Beach Fire Station.

Busby asked whether the city has boat transportation that could be utilized during an emergency, and Murphy noted that it is unknown what boats would survive an emergency. Engler asked about coordination with the U.S.C.G., and Murphy noted that the Coast Guard would evacuate and return to its station to determine what could be

salvaged. He added that if the Coast Guard was out at sea, they would go further out to see to wait out the incident. He stated that the duties of the Coast Guard are very specific and well-defined. Swanson asked whether the city could utilize NOAA facilities/equipment during an emergency. Murphy noted that this is possible, but that NOAA might coordinate with the Coast Guard.

Miranda distributed a handout regarding emergency training that will be held for city officials in April.

Roumagoux asked when the city would be hiring an emergency coordinator. Murphy reported that the city is currently accepting applications for the position which is "open until filled." He noted that he is optimistic that the position will be filled within the next few months.

Roumagoux reported that city staff had done a great job responding to the December landslide.

Engler reported that she had attended a tsunami seminar at which a "Sister City" type program was suggested. She noted that Newport might consider having Mountain Home, Idaho as a "Sister City," as it has an air force base, and added that San Diego is another option with a naval base. Roumagoux stated that Redmond has an arrangement with Astoria. Nebel noted that he would check the program to see whether it is worthwhile for the city to pursue. Murphy noted that the concept of supplies falls into the federal area. Sawyer reported that Boise is the large city that is designated to help the coast.

Engler reported that the Solid Waste Advisory Committee will have a table top exercise in March that will be focused on debris management. She added that she hoped the city's new emergency coordinator could attend, and if not, perhaps Gross or Tokos could attend.

A discussion ensued regarding "go-bags." Sawyer reported that there is information on the website, "Ready.gov," and Miranda added that the Red Cross also has information.

Murphy stated that in an emergency, when the EOC is set up, it is important for the City Council, when coming to the EOC, to bring clothing, bedding, etc. Sawyer added that the EOC location may change depending on damage.

Busby asked whether anyone was working with the Port, and Murphy reported that the Port is working on emergency issues, but that it is just beginning. Miranda stated that the Port was provided ICS courses. Allen added that the Port could easily work with the fishing community during an emergency.

## **ADJOURNMENT**

Having no further business, the meeting adjourned at 1:38 P.M.

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

Staff present was City Manager Nebel, City Recorder/Special Projects Director Hawker, Community Development Director Tokos, Public Works Director Gross, Police Chief Miranda, Finance Director Murzynsky, and Parks and Recreation Director Protiva.

### **PLEDGE OF ALLEGIANCE**

The City Council and audience participated in the Pledge of Allegiance.

### **CONSENT CALENDAR**

The consent calendar consisted of the following items:

- A. City Council Minutes - January 4, 2016 Special Meeting; January 19, 2016 Work Session and Regular Meeting;
- B. Approval of Recommendation to the Oregon Liquor Control Commission (OLCC) to Green Gables B & B, LLC for a Full On-Premise Sales Liquor License for a New Outlet to Green Gables B & B/ Italian Cafe, LLC located at 156 SW Coast Street.

MOTION was made by Engler seconded by Busby, to approve the Consent Calendar as presented. The motion carried unanimously in a voice vote.

### **PUBLIC HEARINGS**

**Public Hearing and Possible Adoption of Resolution No. 3735, a Resolution Making Appropriation/Total Requirement Changes for Specific Funds as Part of a Supplemental Budget Adjustment for Fiscal Year 2015/2016.** Hawker introduced the agenda item. Nebel reported that Murzynsky is recommending that two budget amendments be made to the 2015/2016 city budget. He stated that the first amendment impacts the Room Tax Fund. He added that the Destination Newport Committee (DNC) has been very diligent about remaining within the appropriated amount for various marketing activities for the city. He noted that in the past, the Finance Department would

recognize financial commitments made prior to June 30 as part of the expenses for the previous fiscal year. He added that this practice is not consistent with generally accepted accounting practices which require the expense to be recognized in the fiscal year in which services are being provided. He stated that the DNC did not fully expend its appropriations for marketing in the 2014/2015 fiscal year, since a number of commitments extended into providing services in the 2015/2016 fiscal year. He noted that the DNC underspent the last fiscal year, and those expenses have been carried into the new fiscal year, leaving the DNC short of its normal allocation of funding for projects for this fiscal year. He stated that to facilitate this transition, Murzynsky is recommending that \$36,855 of unanticipated new revenue be allocated toward marketing projects in the 2015/2016 fiscal year. He noted that this will balance out at the end of the current fiscal year since commitments made in June will be actually expended in the next fiscal year in the months that those advertising contracts are in place.

Nebel reported that the second amendment is in the Building Inspection Fund. He stated that with the increase in permitting activity, both the revenues and expenses for building inspection are surpassing the anticipated amount at budget time. He noted that to correct this, Murzynsky is recommending that \$25,000 of additional income be recognized in the Building Inspection Fund, with the same amount being allocated for building inspection expenses.

Nebel reported that since the supplemental adjustments are less than a ten percent increase in each respective fund, a public hearing is not required. He stated that, as a matter of practice, Council has been holding a non-required public hearing on all budget amendments.

Roumagoux opened the public hearing on Resolution No. 3735, a resolution making appropriation/total requirement changes for specific funds as part of a supplemental budget adjustment for Fiscal Year 2015/2016 at 6:04 P.M. She called for public comment. There was none. She closed the public hearing at 6:05 P.M. for Council deliberation.

MOTION was made by Swanson, seconded by Engler, to adopt Resolution No. 3735, with Attachment A, a resolution adopting a supplemental budget and making appropriation increases and changes for the 2015/2016 fiscal year. The motion carried unanimously in a voice vote.

## **COMMUNICATIONS**

**From the Newport Marathon – Report on the 18<sup>th</sup> Running of the Newport Marathon on June 4, 2016, and Request for Special Event Fee Waiver.** Tom Swinford, representing the Newport Marathon, reported on last year's Marathon. He noted that there were more than 1,000 finishers last year with 1,259 registrants. He stated that over last three years, more than 1,000 runners have participated in this event. He note that the number of runners has been limited to keep the event small and high quality. Swinford reported that a half-marathon was added two years ago with a limit of 250 runners. He noted that this year, the half-marathon can accommodate 350 runners, but that the philosophy in increasing participants is to keep the events safe and high quality. He reported on the logistics of the start of the events; the finish area being

moved to the Yacht Club; and the medical team that supports the event. Swinford noted that the event is always the first Saturday after Memorial Day.

Busby requested that the Boardwalk and streets not be painted. Swinford reported that this is chalk rather than paint. Gross stated that he expects the Bay/Moore Project to be underway at the time of this event, but that his staff could accommodate the event.

MOTION was made by Engler, seconded by Sawyer to approve the request for a waiver of the 2016 Newport Marathon Special Event fees for the 18<sup>th</sup> running of the event in the total estimated amount of \$3,975. The motion carried unanimously in a voice vote.

**From the City Manager Evaluation Committee – Report on the 2015 Evaluation of the City Manager.** Hawker introduced the agenda item. Nebel reported that Roumagoux and Busby served as the City Manager evaluation team to coordinate the evaluation process for his second year as City Manager. He stated that the packet contains a summary report from the evaluation process. He added that a self-evaluation report is also included in the packet. He expressed appreciation to the Mayor and City Council for participating in the evaluation process, and for the support Council has given during his tenure.

Roumagoux reviewed Nebel's self-evaluation and the rankings and comments that were included in the packet. Allen stated that this is a comprehensive report, but noted that he did not see the summary of the general themes discussed during the executive session evaluation that he believes is important. He noted that the written documents are public records, but that the executive session discussion is not a public record. He recommended that a summary of the executive session be completed next year.

Roumagoux stated that she would like to meet after February 10 regarding the City Manager's salary.

## **CITY MANAGER'S REPORT**

**Confirming the Adoption of Ordinance No. 2088, Regarding the Resumption of Fluoridation of the City's Water Supply, and Consideration of the Adoption of Resolution No. 3734, Referring the Measure to the Voters on the Resumption of Fluoridation of the City's Water Supply.** Hawker introduced the agenda item. Nebel reported that two items need to be addressed at this meeting regarding the referral of an ordinance to the voters on resumption of fluoridation of the city's water supply. He stated that this issue has been a topic of discussion for the Council since the budget meetings in May, 2015 which led to a discussion as to whether the city should resume fluoridation of the water supply as directed by Resolution No. 1165-A. He noted that this practice was discontinued as part of an administrative decision in 2005. He added that in order to move forward with this matter, Council approved the following motion at the October 19, 2015 Council meeting: "to direct the City Attorney and city staff to develop an ordinance to resume the addition of Fluoride to the city's drinking water in accordance with Resolution No. 1165-A, which is a current, standing directive approved by the City Council on June 25, 1962, and to bring the ordinance back to the City Council for consideration and eventual adoption and referral to the citizens of Newport for public vote at the May 17, 2016 election."

Nebel reported that on November 2, 2015, Council approved Resolution No. 3729 which suspended Resolution No. 1165-A (which is the current standing directive to add fluoride to the water) until an election is held on May 17, 2016. He stated that it also laid out the schedule of actions that need to be taken to place this matter on the May ballot.

Nebel reported that Hawker researched the election schedule for the May 17, 2016 election which is the same date as the Presidential Primary Election which may ensure greater voter turnout. He stated that the city would not be responsible for the cost of the election since this is a scheduled election.

Nebel reported that on January 4, 2016, Council reviewed drafts of a resolution, ordinance, and ballot language and suggested certain revisions. He stated that at this meeting, representatives of Clean Water Newport and Gary Lahman provided comments to the Council on recommended modifications to the draft documents. He noted that Clean Water Newport also met with him and several Council members. He added that Allen and Roumagoux forwarded suggested modifications to Rich. He stated that in consideration of these suggestions, he met with Hawker, Gross, and Rich to try to address the various comments and suggestions made in order to be as accurate as possible regarding the language. He added that staff attempted to use the same terms throughout the documents in a consistent manner.

Nebel reported that Clean Water Newport took exception to using the term "fluoride" and suggested using the term "fluoride chemicals" to describe how water would be fluoridated. He added that it was agreed that "fluoride" is not a good term. He stated that since the actual fluoride compound to be used for this purpose will not be known until the city proceeds with a design for this effort, the word "fluoride" has been replaced with the word "fluoridation."

Nebel reported that Gary Lahman and Clean Water Newport took exception to the references of various organizations named in the ordinance, resolution, and ballot language. He stated that those references have been replaced with the term "state and local government."

Nebel reported that Gary Lahman indicated that the term "resume" fluoridation should be used, and that has been incorporated in the documents. He added that Lahman also requested that Council delay the election until November 2016. He stated that while this would not create any operational issues for the city, it is his belief that the schedule included in previous resolutions should be maintained.

Nebel reported that the preliminary cost estimates for implementing fluoride and initial estimates for operational costs for fluoridation of the water supply have been incorporated into the documents.

Nebel reported that he, Rich, and Hawker developed the proposed schedule for implementing these actions as follows: January 19, 2016 – Council held a work session to finalize the draft language for the ordinance, resolution, and ballot language for the fluoridation of city water; January 19, 2016 – Following a public hearing, and considering comments made, the City Council then approved a fluoridation ordinance that will be referred to the voters; February 1, 2016 – Council will consider the adoption of a resolution to place a question on the ballot for the May 17, 2016 election; May 17, 2016 – Election day. He stated that if voters approve the ordinance, Resolution No. 1165-A will be superseded by the ordinance

requiring fluoridation of the city's water. He added that in the event that voters do not approve the ordinance, Resolution No. 1165-A will be rescinded.

Nebel reported that at the January 19, 2016 Council meeting, Council voted to read the ordinance by title only, and place for final passage. He stated that the City Charter provides: "Ordinances shall be adopted only after an initial vote of the Council, followed by a reading of the ordinance by title only, and a final roll call vote." He noted that apparently in the confusion of reviewing the various modifications that were made to the draft ordinance, the reading of the ordinance title was not done. He added that Rich indicated that Council can ratify its previous action at the February 1, 2016, meeting by voting again on the adoption of Ordinance No. 2088 with the initial motion to read the ordinance by title only and place for final passage. He stated that if this motion passes, Hawker will read the title of the ordinance and a roll call vote will be taken on adoption of the ordinance. He noted that a copy of the ordinance, as amended at the January 4, 2016 Council meeting is included in the packet. He added that while the AWWA supports fluoridation of water, Gross has indicated that the AWWA does not certify fluoridation products. He stated that the packet contains additional information on this matter. He suggested removing ".....and the AWWA (American Water Works Association)" from the ordinance (5.10.015, B.2.) and resolution.

Nebel addressed the adoption of Resolution No. 3734. He stated that in order to move forward with placing the issue on the May 17, 2016 ballot, Council will need to consider the adoption of a resolution placing the question on the ballot on the May 17, 2016 election. He noted that Resolution No. 3734 includes Attachment A, which is the language for the ballot; Attachment B, which is an explanatory statement; and Attachment C, which is the ordinance. He added that there has been significant wordsmithing on these documents, considering comments made by various advocacy groups, staff, and Council members. He noted that following a discussion of the draft documents, Council will need to approve the documents to proceed with the May election schedule. He stated that Council may want to make the same changes to the resolution as suggested for the ordinance.

Roumagoux called for public comment.

Gary Lahman stated that he had suggested, on numerous occasions, that the estimate of \$300,000 for fluoridation equipment not be used. He recommended that a range for the cost of the equipment be used in the ballot language. He suggested consistency in terminology between the ordinance and resolution. He also recommended that there be no reference to the use of water rates to fund the equipment in the ordinance in the ballot summary. He noted that the term "chemical" is used in the resolution, and suggested substituting it with the word, "product," adding that the word "chemical" is not neutral.

Bill Wiist addressed the water rate reference. He stated that a strong argument could be made that when the citizens voted for general obligation bond to renovate the water treatment plant, the voters understood that fluoridation equipment was to be included. He added that he was told by a "high-level official" that money is no problem. He added that the reference to the equipment costs coming from water rates is a sensitive issue to voters who believe they paid for the equipment when voting for the general obligation

bond. He expressed concern in that the implementation date seems to be open-ended, and if the measure passes, there is nothing requiring the city to resume fluoridation.

Susan Andersen thanked the City Council for all work that it has put into this issue. She stated that the equipment and operations will be paid through water rates; the word “chemical” is accurate; and that the word “resumption” repeated four times might be overkill. She suggested using the term “place fluoridation chemicals in the water” instead of the word “resume.”

Rick North addressed the issue of the costs being too high. He stated that he has confidence in the figures provided. He added that the fluoridation substance is a chemical, and that is the term that should be used in the ballot language. He noted that the word “resumption” is used four times, and that could be construed to be positive toward fluoridation. He stated that Clean Water Newport wants accuracy, and “chemical” is the most accurate term.

Nebel distributed a list of proposed changes to Ordinance No. 2088, and Council reviewed the proposed changes as follows:

1. Number 4. Under findings; last line – replace the word “question” with the word “measure.” (Suggested by Councilor Allen). Approved by Council.
2. 5.10.015(B) should be amended to read, “Funds necessary for fluoridation of the city water supply shall be paid as provided in the city budget and consistent with local budget law.” (Suggested by Councilor Allen). Approved by Council.
3. 5.10.015 (B) Implementation Provisions should read 5.10.015(D). (Suggested by staff). Approved by Council.
4. 5.10.015(B) – Implementation Provisions, last line of 2, delete the reference to AWWA, so the last line would then read “by NSF International (formerly known as the National Sanitation Foundation).” (Suggested by Councilor Allen and staff). Approved by Council.
5. 5.10.015(C) Effective Date should read 5.10.015(E). (Suggested by staff). Approved by Council.

Nebel distributed a list of proposed changes to Resolution No. 3734, and Council reviewed the proposed changes as follows:

1. The last line of the second paragraph should have a question mark following the word “Health.” (Suggested by Councilor Allen.) Approved by Council.
2. The last line of the third paragraph should have a question mark following the word “thereto.” (Suggested by Councilor Allen). Approved by Council.
3. Paragraph 7 of Attachment B should be amended to read, “Cost estimates for purchase and installation of fluoridation equipment may vary due to quality of water entering the facility, space requirements in the facility, fluoridation product used, and methods of storage and implementation. Therefore, costs for Newport may range from \$225,000 to \$300,000 for implementation. Annual costs for maintenance of equipment product used, and labor may vary, but could average \$25,000 annually. A significant community savings would result in a reduction of dental care expenses. Funds for fluoridation would be paid through the normal budget process and supported by water rates.” (Suggested by Gary Lahman). Council declined to approve this suggestion.

Rich stated that the Secretary of State’s Office requires that the ballot title and explanatory information use bland information. He added that the term “significant

community savings” would not pass a review by the Secretary of State’s Office. He stated that “chemical” is a more impassioned word than the word “product.” Engler stated that she believed the reference to “chemicals” in the ballot title should be changed to the word “products,” as the word “chemicals” is very misunderstood. Allen noted that in some of the information from the NSF International, the terms were used interchangeably. He added that his preference was not to see the word “chemical” in every other sentence, and asked whether it should be used somewhere in the ballot title. In a four to two decision, Council agreed to change the word “chemicals” to the word “products.” It was further noted that staff noticed numbering issues that would need to be amended.

MOTION was made by Swanson, seconded by Sawyer, to adopt Ordinance No. 2088, an ordinance amending Title V of the Newport Municipal Code by the addition of Section 5.10.015, which directs and authorizes the City of Newport staff, under the direction of the City Manager, to resume fluoridation of the water supply in the City of Newport, as amended, and read by title only and place for final passage. The motion carried in a voice vote with Busby voting no.

Voting aye on the adoption of Ordinance No. 2088, as amended, were Sawyer, Swanson, Engler, Allen, and Roumagoux. Busby voted no.

MOTION was made by Swanson, seconded by Sawyer, to adopt Resolution No. 3734, a resolution calling for an election to refer to the voters of the City of Newport, Oregon, a measure that would resume fluoridation of the City water supply. Allen said that he would vote for the resolution even though he supported retaining the word chemicals in the ballot title which has now been changed to products.

Hawker read the title of Ordinance No. 2088 along with the changes to the ordinance. Voting aye on the adoption of Ordinance No. 2088, as amended, were Sawyer, Swanson, Roumagoux, Engler, and Allen. Voting no was Busby.

**Consideration and Possible Adoption of Resolution No. 3739, Appointing an Advisory Committee to Assist in the Preparation of a Parking Management Plan for the Bayfront, Nye Beach, and City Center Areas of Newport.** Hawker introduced the agenda item. Nebel reported that at January 19, 2016 City Council meeting, Council discussed the need for a project advisory committee to oversee the parking study that will focus on the Bayfront, City Center, and Nye Beach. He stated that the advisory committee would consist of representatives that have been active in parking and business issues in the various areas. He noted that the advisory committee would be appointed through the duration of the study, which is anticipated to be completed no later than February 1, 2017. He reported that recommended advisory committee members are:

Cris Torp – Business Owner, Bayfront	Kathy Cleary – Business Owner, Nye Beach
Janet Webster – Business Owner, Bayfront	Wendy Engler – Business Owner, Nye Beach (Council Liaison)
Gary Ripka – Fisherman, Bayfront	Linda Neigebauer – Business Owner, Nye Beach
Sharon Snow – Fish Processing, Bayfront	Frank Geltner – Business Owner, City Center
Laura Anderson – Business Owner, Bayfront	Bill Bain – Citizen Representative, City Center
Kevin Greenwood – Port of Newport, Bayfront	Tom McNamara – Business Owner, City Center
Jody George – Business Owner, Nye Beach	Bill Branigan – Planning Commission Representative

MOTION was made by Sawyer, seconded by Swanson, to adopt Resolution No. 3739, a resolution creating an advisory committee to assist in the preparation of a parking management plan for the Bayfront, Nye Beach, and City Center areas and appointing the members to that advisory committee.

**Approval of Clean Water State Revolving Fund (CWSRF) Loan Agreements with the Oregon Department of Environmental Quality for Various Sanitary and Storm Sewer Improvements.** Hawker introduced the agenda items. Nebel reported that Gross and Chase Park Grants have been working with the Oregon Department of Environmental Quality since 2013 to acquire low-interest financing through the CWSRF program to apply to both point (Wastewater) and non-point (storm water) projects. He stated that the city has qualified for the DEQ Sponsorship Program which provides a further reduction in interest rates through that program.

Nebel reported that the financing from the DEQ is being provided to fund the Bay/Moore Basin Storm Water Improvements, the Sam Moore Bio-Retention Facility, and Big Creek Fish Passage Mitigation in an amount of \$4,128,454.

Nebel reported that the second loan will be for the Nye Beach Pump Station grinder and sanitary sewer pipe replacement to address infiltration issues in amount of \$1,115,000.

Nebel reported that the Bay/Moore project has been tied up for several years to address various permitting and mitigation issues related to the project. He stated that through the ongoing efforts of Gross, Civil West Engineering, and Chase Park Grants these issues have now been satisfactorily addressed to allow the project to go forward during the 2016 summer/fall construction season. He noted that by combining these programs, the city will only be required to pay an interest rate of one percent on the loans. He added that this is a lower rate than what the city previously paid on previous SRF wastewater projects. He stated that the other advantage of these bonds is that the city is charged for interest only on the funds used during the construction of the project. He noted that the first payment or principal is not due until six months after the project is completed, and that these are very favorable terms to facilitate much needed improvements in city infrastructure.

MOTION was made by Sawyer, seconded by Swanson, to approve the Clean Water State Revolving Fund Loan Agreement No. R68935 with the Oregon Department of Environmental Quality for the Bay/Moore Basin Storm Sewer Improvements, the Sam Moore Bio-Retention Facility, and Big Creek Fish Passage Mitigation in the amount of \$4,128,454, and authorize the Mayor to execute the agreement on behalf of the City of Newport. The motion carried unanimously in a voice vote.

MOTION was made by Sawyer, seconded by Swanson, to approve the Clean Water State Revolving Fund Loan Agreement No. R68934 with the Oregon Department of Environmental Quality for the Nye Beach Pump Station grinder and sanitary sewer pipe replacement to address infiltration issues in amount of \$1,115,000 and authorize the Mayor to execute this agreement on behalf of the City of Newport. The motion carried unanimously in a voice vote.

**Termination of Dark Fiber Lease with Lincoln County.** Hawker introduced the agenda item. Nebel reported that on November 15, 2004, the city entered into a fiber

optic facilities lease agreement with Lincoln County for fiber optics running to its Health Department offices in South Beach. He stated that with the closure of these offices, the county no longer needs this connection. He added that the agreement provides for a six-month of notice for termination of the agreement. He recommended that this provision be waived in this instance.

MOTION was made by Engler, seconded by Sawyer, to approve the termination of the Fiber Optics Facilities Lease Agreement with Lincoln County for the Dark Fiber Lease, which runs from the former location of the Lincoln County Communications Agency (LinCom) at 815 SW Lee Street to fiber vault FHH15 near 4822 S. Coast Highway as requested by Lincoln County, and waiving the six-month notification requirements of the lease. The motion carried unanimously in a voice vote.

**Acceptance of Contribution for the Newport Aquatics Facility. Hawker introduced the agenda item.** Nebel reported that last month, Protiva was contacted by Ken Doerfler, Jr., Trustee of the Ken and Judy Revocable Living Trust, in regard to a possible contribution to the city for the construction of the Newport Aquatic Center from the Trust. He stated that he, Rich, Gross, and Protiva met with Mr. Doerfler to discuss the possible contribution. He noted that Mr. Doerfler indicated that the Trust was willing to make a contribution of \$300,000 toward the pool project, with a minimum of \$25,000 of this amount being used to fund aquatic scholarships for annual passes and memberships.

Nebel reported that staff gave Mr. Doerfler an overview of where the project was from a financial standpoint. He noted that staff will prepare a report on the financial status of this project for the February 16, 2016 Council meeting. He added that the most significant issue that staff has had to deal with, outside of the original scope of the project, is a significantly greater amount of undercutting and fill needed due to unsuitable materials used to fill the ravine where the Aquatic Center will be located. He noted that the preliminary cost estimate for the undercutting and filling will be approximately \$150,000 over the contract quantities originally included for this work. He stated that Mr. Doerfler was informed that this contribution will likely allow the city to keep a number of other features that were slated for possible elimination.

Nebel reported that this is a very exciting gift for the citizens, and will help make the Aquatic Center a key piece of recreational infrastructure for the community for many years to come. He added that from a city standpoint, staff has offered to recognize this contribution by naming the lap pool in honor of Ken Doerfler, Sr., as well as recognition in the building to memorialize this very generous contribution from the Ken and Judy Revocable Living Trust.

Nebel reported that long-time Newport resident and businessman Kenneth M. Doerfler was born on February 28, 1929, in Renova, Montana. He stated that as a child, he moved to Salem in the early 1930's where he graduated from Salem High School in 1938 and married Judy Mitchell in June of 1940. He noted that Doerfler served in the Navy during World War II as a gunner's mate third class aboard the USS President Hayes. He stated that in 1950, Mr. Doerfler moved his wife and three children to Newport where he owned and operated several businesses, and in 1955, he opened the Ken Doerfler Insurance Agency. Nebel reported that Judy passed away in 1999, with Ken passing away in 2010. He noted that the Doerfler's were very philanthropic with the

establishment of the Ken and Judy Doerfler Newport High School Scholarship. He added that Mr. Doerfler left a Trust to benefit the community for a number of legacy projects. He stated that the city is very grateful to the Ken and Judy Revocable Living Trust, and Ken Doerfler, Jr. and his siblings, for selecting the Newport Aquatic Center for this very generous gift.

MOTION was made by Swanson, seconded by Sawyer, to accept the generous contribution from the Ken and Judy Revocable Living Trust to the City of Newport of \$300,000, for use in the construction and development of the Newport Aquatic Center, with a minimum of \$25,000 of said sum being used to fund Aquatic Facility scholarships for annual passes and membership, and formally extend the city's profound appreciation to the Doerfler Family for this generous gift to the City of Newport. The motion carried unanimously in a voice vote.

**Rescheduling of the Annual Goal Setting Session and Possible Cancellation of the February 29, 2016 Town Hall Meeting.** Hawker introduced the agenda item. Nebel reported that the goal setting session was originally scheduled for Monday, February 8, 2016, at 10:00 A.M. in the Council Chambers. He stated that due to an unanticipated workload caused by several events in December, and being out of the office on vacation in January, he needs additional time to prepare for the meeting. He recommended moving the goal setting session to Tuesday, February 23 starting at 10:00 A.M. and ending at 3:00 P.M. He added that this will give him adequate time to prepare for the goal setting session and will leave appropriate time period from the budget processes. He apologized for not being able to be ready for the originally scheduled date. He requested that Council cancel the Town Hall meeting scheduled for February 29. He added that this month, staff is trying to schedule a Farmer's Market work session, as well as have a joint meeting with the County Commission on February 10, and he will be ramping up various aspects of the budgeting process.

MOTION was made by Allen, seconded by Engler, to reschedule the goal setting session to Tuesday, February 23, 2016, from 10:00 A.M. to 3:00 P.M., in the City Council Chambers. The motion carried unanimously in a voice vote.

MOTION was made by Allen, seconded by Engler, to cancel the February 29, 2016 Town Hall meeting due other meeting obligations during the month of February. The motion carried unanimously in a voice vote.

**Financial Reports for the First Six Months of the 2015/2016 Fiscal Year.** Hawker introduced the agenda item. Nebel reported that the packet contains a report from Murzynsky regarding operations over the first six months of the 2015/2016 Fiscal Year. He stated that overall the cost centers are generally operating within parameters. He added that a good threshold for those operations that have even expenditures throughout the course of the year is that the budget should be expended at or near 50% at the close of the financial statements on December 31. He noted that there are seasonal variations in some operating funds that affect this flow. He stated that at the next Council meeting, Council will approve transfers of contingency funds to cover the settlement of the three bargaining unit contracts. He noted that these appropriations are not included in the current budget line items for the departments affected by the contract

settlements. He stated that he appreciates the efforts of the Finance Department to continue producing timely financial status reports.

### **REPORTS FROM MAYOR AND COUNCIL**

Roumagoux reported that she attended the “Tea and Tomes” event at the Presbyterian Church which was a fundraiser for Samaritan House. She noted that the theme was “Alice in Wonderland.”

Sawyer thanked Protiva for helping someone who had called him regarding the “Survivor Fit” program. He noted that he had received an e-mail regarding the issue on Friday, and that Protiva returned the call on Saturday.

Sawyer reported that on Wednesday evening, a “Dine-Out for Samaritan House” event will be held at Kum Yon’s.

Sawyer reported that he attended the LOC Visioning and Strategic Planning training, and noted that it was a wonderful training.

Swanson reported that the recent “Chamber after Hours” event was held at the 60+ Center. She noted that there was a great turnout and the food was terrific.

Swanson reported that a county-wide volunteer fair will be held at the 60+ Center during March.

Swanson reported that the tax aid at the 60+ Center begins tomorrow.

Swanson reported that the Local Public Safety Agency of Lincoln County is working hard on determining how to get a quorum for a meeting. She noted that it is looking at combining people to represent more than one organization.

Swanson reported that she attended the LOC Visioning and Strategic Planning training. She noted that it is good to know the differences between the visioning process, vision, and strategic planning. Sawyer added that the presenter tied the visioning goal to a budget item so that it can be tracked in the future.

Busby reported on a recent meeting of the Port of Newport Commission. He stated that the next meeting of the Port is scheduled for Tuesday, February 16 which is the same day as the next City Council meeting. Busby reported that the OSP is moving a boat here permanently. He noted that the porting of the USCG fast response cutters has been put on hold.

Busby reported that he attended a recent meeting of the Regional Airport Review Task Force. He summarized the subcommittee reports and noted that a final summation of recommendations will be prepared for review at the next meeting. He added that these recommendations will be passed onto the airport planning work group.

Busby reported that three responses to the RFP for the operation of the airport have been received, and will be discussed at the upcoming Airport Committee meeting.

Engler reported that she would forward a summary of the South Lincoln County Workforce Housing discussion which was organized by the City of Waldport. She noted that she would place a copy of the affordable housing strategy handout in Council mailboxes.

Engler reported that she will be attending the Partners in Growth Conference in Portland, and noted that there is a lot available for healthy communities.

Engler reported that she heard Erika Brookhyser at a recent performance at the PAC.

Allen reported that he attended an OCZMA meeting on January 22. He reported that Representative Gomberg recapped what he expects to occur in the short legislative session.

Allen reported that he attended a recent meeting of the Audit Committee. He noted that the auditors were in attendance and the group reviewed the draft audits. He stated that the city audit has been filed, and the URA audit will be filed soon. He added that there was an update from Murzynsky regarding the delay in not filing the audits by the end of the year. He noted that the Committee will split the presentations to the City Council.

Allen asked whether representatives from Lincoln County planned to attend the work session on the location of the Farmer's Market.

Allen asked that the issue of affordable housing be placed on the agenda of the joint meeting between the City Council and Lincoln County Commissioners. He stated that he would like input on this issue regarding the Commission's direction on affordable housing in light of its recent decision on transitional housing.

Roumagoux reported that she will be unable to attend the joint meeting with the Lincoln County Commissioners.

Engler reported that she will be unable to attend the joint meeting with the Lincoln County Commissioners.

### **PUBLIC COMMENT**

Marletta Noe reported that one of her friends, who does not drive, has expressed appreciation for the crosswalks on Highway 101. She noted that it cuts 15 minutes off her friend's walk to work.

Dr. Nicole McCarthy, a family practice provider in Newport, with a focus on pediatrics, expressed concern regarding the detrimental health effects of fluoride on people, particularly children.

A letter from Janet Johnson, regarding fluoridation, was read into the record.

Rick North, representing Clean Water Newport, expressed dismay over the wording change from “chemicals” to “products,” noting that there is not a more accurate word. He recounted the story of two acquaintances who suffered ill effects from fluoridation. He expressed appreciation for the time and work of everyone involved in this issue.

Allen stated that Council was trying to be as accurate and objective as possible. He referenced paragraph four of the ballot language where it references the “chemical room.” He noted that fluoridation is a chemical and that is why it is stored in the chemical room. He added that this language did not change.

### **ADJOURNMENT**

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Margaret M. Hawker, City Recorder

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Sandra N. Roumagoux, Mayor





Agenda #:4.B.  
Meeting Date: 2-16-16

**Agenda Item:**

**Confirmation of Mayor's Appointment of Braulio Escobar to the Retirement Trust for a Term Expiring 12-31-19**

**Background:**

Currently there are two vacancies on the Newport Employee's Retirement Trust. Members of the Retirement Board had suggested and discussed with Braulio Escobar of possibly serving on the Retirement Trust. There is one other vacancy which the Board hopes to be able to be filled with a financial management background.

**Recommendation:**

I recommend the City Council confirm the appointment of Braulio Escobar to the Retirement Trust for a term expiring 12/31/19, as part of the consent agenda.

**Fiscal Effects:**

None recommended.

**Alternatives:**

None recommended.

Respectfully Submitted,

Spencer R. Nebel  
City Manager

Date: January 21, 2016

**Application  
For  
City of Newport  
Committee Appointment**

Which committee are you interested in serving on (list in priority order if you are interested in multiple committees): \_\_\_\_\_

City of Newport

Name: Braulio Escobar

Address: \_\_\_\_\_ Newport, OR 97365

Telephone Numbers: Cell: \_\_\_\_\_ ~~None~~ Office: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Occupation: Attorney

Employer: Self employed

(1) Why would you like to serve on a City of Newport committee?

I would be willing to serve on this oversight committee. It is outside input for the City's employee's retirement account to be well managed. I have the time and willingness to serve.

(2) What is your educational and professional background?

I am not a CPA or financial advisor. I have a BA from the University of Colorado and a JD from the University of Oregon. I have practiced law in Newport since 1978. I self manage my own retirement account.

(3) Have you ever served on a community committee? If so, what kind?

No.

Continued on reverse. . .

(4) Do you agree with consensus decision making?

Absolutely. There is strength in arriving at a consensus.

(5) Are you willing to attend regularly scheduled meetings for the term of appointment?

Yes.

(6) Would you make decisions based on the facts and standards even though you may not agree with the ultimate decision?

I am trained to base decisions on fact and standards, rules or law. A proper application of the standards to the facts results in the correct decision which I would agree with.

(7) Do you anticipate having any conflicts of interest, due to personal and/or business relationships, that may disqualify you from making decisions?

No

(8) List all other pertinent information/background for this position.

I am willing to serve and would be honored for the appointment.

Thank you in advance for your community spirit in offering to serve! Please return to

City of Newport  
City Manager's Office  
169 SW Coast Highway  
Newport, Oregon 97365  
541.574.0613

Rev. 1/15





**Agenda Item:**

**Confirmation of the Mayor's Appointment of Wendy Henriksen to the Pedestrian/Bicycle Advisory Committee for a Term Expiring on 12/31/19**

**Background:**

Mayor Roumagoux is requesting the Council confirm her appointment of Wendy Henriksen to a term on the Pedestrian/Bicycle Committee that will expire December 31, 2019. She will fill in the position vacated by Bob Hines that expired on 12/31/15.

**Recommendation:**

I recommend the City Council confirm the Mayor's appointment of Wendy Henriksen to a term expiring 12/31/19 on the Pedestrian/Bicycle Committee.

**Fiscal Effects:**

None.

**Alternatives:**

None recommended.

Respectfully Submitted,

Spencer R. Nebel  
City Manager

## Cindy Breves

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**From:** CommitteeApp@newportoregon.gov  
**Sent:** Monday, January 18, 2016 11:32 AM  
**To:** Cindy Breves; Peggy Hawker  
**Cc:**  
**Subject:** Committee Application

Application for City Council - Email Application

Date: 1/18/2016

Commission/Committee of Interest: Pedestrian/Bicycle Committee

Name: Wendy Henriksen

Address: .

Workphone:

Homephone:

Email: ...

Occupation: Homemaker

Employer:

Why do you want to serve on this committee/commission/board/task force, and how do you believe you can add value? I'm young, I have children and I use our streets to bike, walk and run. I have young children who I want to be able to use our streets safely as a way to get physical activity. This is something I care about and would love to improve, we need more young people representing our area because it's an amazing place with a lot of potential. I'm a level headed person who would be an excellent addition to this committee if given the chance.

What is a difficult decision you have made concerning issues of bias and/or issues of conflict of interest? I'm a mother first and foremost so I face difficult decisions on almost a daily basis, I feel as if stay at home mothers are often underrated in the jobs that they perform. Before taking this path I worked in customer service while attending college which are also areas that help you in dealing with bias and conflict. My most memorable experience would have been a college class in which we debated a very sensitive topic, gay couples raising children. I, along with the professor and one other student took on an entire class who was in great opposition due to religious beliefs and I had to tread lightly in order to make my point without overly offending the beliefs of others. In the end I felt very empowered by my handling of the situation and succeeded in sharing my view without our debate erupting into an argument.

Describe the process of how you make decisions. In almost every instance I research, I do not like making decisions blindly. I also speak with other people whom I respect in order to make all decisions with an open mind.

What do you think about consensus decision making? What does the consensus decision making process mean to you? It means that while 100% of those involved may not be happy with the decision the vast majority is. However, I believe one should always strive for 100% agreement through communication and understanding of other's opinions.

Describe all other pertinent information/background for this position. I've lived in Newport since 2001, my husband was raised here. I shop here, I use our health services, we own a house here...I'm completely invested in our community and have no plans to leave so I have nothing but positive intentions and would love to be more involved. Thank you.

# CITY MANAGER'S REPORT AND RECOMMENDATION



Agenda #:4.D.  
Meeting Date: 2-16-16

## Agenda Item:

### **Approval of a Recommendation to the Oregon Liquor Control Commission (OLCC) to issue an Off-Premise Sales Liquor License for a New Outlet to US Market No. 260, LLC, located at 910 North Coast Highway**

#### Background:

US Market 260, LLC is applying for an off-premise sales license for a new outlet to the Oregon Liquor Control Commission for the US Market 260 located at 910 North Coast Highway. The applicant, on behalf of US Market 260, LLC, is Lal Din Sidhu. A background check has been conducted on the applicant and no disqualifying information was discovered.

#### Recommendation:

I recommend that the City Council authorize a recommendation to the Oregon Liquor Control Commission to issue an off-premise sales liquor license for a new outlet to US Market 260, LLC, located at 910 North Coast Hwy.

#### Fiscal Effects:

None by making this recommendation. The city does receive a fee for processing liquor licenses.

#### Alternatives:

None recommended.

Respectfully Submitted,

Spencer R. Nebel  
City Manager



OREGON LIQUOR CONTROL COMMISSION  
LIQUOR LICENSE APPLICATION

RECEIVED

FEB 03 2016

CITY OF NEWPORT

Application is being made for:

LICENSE TYPES

- Full On-Premises Sales (\$402.60/yr)
  - Commercial Establishment
  - Caterer
  - Passenger Carrier
  - Other Public Location
  - Private Club
- Limited On-Premises Sales (\$202.60/yr)
- Off-Premises Sales (\$100/yr)
  - with Fuel Pumps
- Brewery Public House (\$252.60)
- Winery (\$250/yr)
- Other: \_\_\_\_\_

ACTIONS

- Change Ownership
- New Outlet
- Greater Privilege
- Additional Privilege
- Other \_\_\_\_\_

RECEIVED  
FEB - 3 2016  
NEWPORT POLICE

CITY AND COUNTY USE ONLY

Date application received: 2/3/16

The City Council or County Commission:

City of Newport  
(name of city or county)

recommends that this license be:

- Granted
- Denied

By: \_\_\_\_\_  
(signature) (date)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

90-DAY AUTHORITY

Check here if you are applying for a change of ownership at a business that has a current liquor license, or if you are applying for an Off-Premises Sales license and are requesting a 90-Day Temporary Authority

APPLYING AS:

- Limited Partnership
- Corporation
- Limited Liability Company
- Individuals

OLCC USE ONLY

Application Rec'd by: Jah

Date: 2-3-16

90-day authority:  Yes  No

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]

① US MARKET 260, LLC ③ \_\_\_\_\_

② \_\_\_\_\_ ④ \_\_\_\_\_

2. Trade Name (dba): US MARKET 260

3. Business Location: 910 N. COAST HWY NEWPORT, LINCOLN, OREGON 97365  
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: 1038 BROADWAY ST NE SALEM, OREGON 97301  
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: 541-265-8485 \_\_\_\_\_  
(phone) (fax)

6. Is the business at this location currently licensed by OLCC?  Yes  No

7. If yes to whom: \_\_\_\_\_ Type of License: \_\_\_\_\_

8. Former Business Name: \_\_\_\_\_

9. Will you have a manager?  Yes  No Name: OCTAVIO TAMAYO  
(manager must fill out an Individual History form)

10. What is the local governing body where your business is located? LINCOLN COUNTY NEWPORT  
(name of city or county)

11. Contact person for this application: LAL SIDHU 503-910-8527  
(name) (phone number(s))  
1038 BROADWAY ST NE, SALEM, 503-362-2519 usmkt@comcast.net  
(address) (fax number) (e-mail address)

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant(s) Signature(s) and Date:

① [Signature] Date 1/28/2016 ③ \_\_\_\_\_ Date \_\_\_\_\_

② \_\_\_\_\_ Date \_\_\_\_\_ ④ \_\_\_\_\_ Date \_\_\_\_\_



# OREGON LIQUOR CONTROL COMMISSION INDIVIDUAL HISTORY

1. Trade Name US MARKET 260 2. City NEWPORT

3. Name SIDHU LAL DIN  
(Last) (First) (Middle)

4. Other names used (maiden, other) LAL

5. \*SSN [REDACTED] 6. Place of Birth INDIA 7. DOB [REDACTED] 8. Sex  M  F  O  
(State or Country) (mm) (dd) (yyyy)

**\*SOCIAL SECURITY NUMBER DISCLOSURE:** As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you sign below.

Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your voluntary consent to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a). If you consent to these uses, please sign here:

Applicant Signature: [Signature]

9. Driver License or State ID # \_\_\_\_\_ 10. State OREGON

11. Residence Address \_\_\_\_\_ SALEM, OREGON 97303  
(number and street) (city) (state) (zip code)

12. Mailing Address (if different) \_\_\_\_\_ SALEM, OREGON 97301  
(number and street) (city) (state) (zip code)

13. Contact Phone \_\_\_\_\_ 14. E-Mail address (optional) \_\_\_\_\_

15. Do you have a spouse or domestic partner?  Yes  No  
If yes, list his/her full name: PARVEEN SIDHU

16. If yes to #15, will this person work at or be involved in the operation or management of the business?  
 Yes  No

17. List all states, other than Oregon, where you have lived during the past ten years:  
OREGON

18. In the past 12 years, have you been **convicted** ("convicted" includes paying a fine) in Oregon or any other state of driving a car with a suspended driver's license or driving a car with no insurance?  
 Yes  No  Unsure If yes, list the date(s), or approximate dates, and type(s) of convictions.  
If unsure, explain. You may include the information on a separate sheet.

19. In the past 12 years, have you been **convicted** ("convicted" includes paying a fine) in Oregon or any other state of a misdemeanor or a felony?  Yes  No  Unsure  
If yes, list the date(s), or approximate dates, and type(s) of convictions. If unsure, explain. You may include the information on a separate sheet.





Agenda #:5.A.  
Meeting Date: 2-16-16

**Agenda Item:**

**From the Destination Newport Committee - Award of Tourism Marketing Grant to the Oregon Coast Council for the Arts for the Implementations "Stay and Go Promotion"**

**Background:**

The Oregon Coast Council for the Arts will be featuring three special events during 2016 as fund raising activities. Two of these activities should draw visitors from outside of the Newport area. The first would be County Music on the Coast, and the second being two performances of Capital Steps. A package will be developed and promoted that includes a couple of nights in an area hotel, plus the tickets for the event. By drawing out of town visitors to these performances, the PAC can increase and diversify the types of performances that take place in this facility, and increase visitor's stays in Newport as well. The funding will be used for marketing activities for these events.

**Recommendation:**

I recommend that the City Council consider authorizing the payment of \$5,000 for marketing and advertising for the 2016 season "Stay and Go Promotion" to the Oregon Coast Council for the Arts.

**Fiscal Effects:**

Sufficient funds are available for this expenditure.

**Alternatives:**

None recommended.

Respectfully Submitted,

Spencer R. Nebel  
City Manager



STAFF REPORT  
CITY COUNCIL AGENDA ITEM

Prepared by: Cindy Breves\_\_\_\_\_

**Title:** Recommendation to Award a Tourism Marketing Grant for Oregon Coast Council for the Arts (OCCA) - Capital Campaign

**Recommended Motion:** I move to approve the tourism marketing grant fund application, submitted by the Oregon Coast Council for the Arts (OCCA), for assistance with marketing and advertising for the expansion of the 2016 season the “Stay and Go” promotion, in the amount of \$5,000.

**Background Information:** This is a new initiative to bring regional and national performances to diversify the PAC offerings. The major goal is to increase performance genres, youth and arts education, and attendance. The “Stay and Go” promotion is you stay two nights at a local partner lodging establishment and receive two tickets to one of two events. These two events represent “new” genres to the PAC. One is country music and the other is political satire/comedy. These events have been selected to attract groups that do not usually attend PAC performances. The key aspect to the success of expanding our capacity at the PAC is to attract people from outside the local area. This is the first time OCCA has requested a tourism marketing grant for “Stay and Go”.

**Fiscal Notes:** If approved, this funding would come from Transit Room Tax monies that have been set aside for the tourism marketing grant in the 2015-16 fiscal year.

**Alternatives:** The Council may choose to award the grant for a different amount or not award the grant at all.

**Attachments:** Tourism Marketing Grant Fund Applications submitted by the Oregon Coast Council for the Arts

**General Information:**

Name of Applicant Organization: Oregon Coast Council for the Arts-Capital Campaign

Mailing Address: PO Box 1315

City, State, Zip: Newport, OR 97365

Telephone: 541-265-2787 (574-2652) Fax: \_\_\_\_\_

E-Mail Address: crickbone@coastarts.org

Principal Contact (If different from Applicant): Mark McConnell

Mailing Address (If different from Applicant): \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: 541-270-1313 Fax: \_\_\_\_\_

E-Mail Address: mconn@me.com

Date(s) and Time(s) of Event: 2016 Concerts

Description of Event or Activity\*: We currently have three fund raising events for 2016:

- 1. Country Music on the Coast: Friday March 18
- 2. Pendleton Men's Chorus: Saturday June 25 (This will be a free event/donations.)
- 3. Capitol Steps: Thursday/ Friday November 3 / 4 (Two performances)

Nature of Event or Activity:

Single Day Event 3

Multi-night local lodging event 6 days

Extended calendar event. \_\_\_\_\_ days

Amount of Funding Requested: \$ \$5,000.00

Total Event/Activity Budget: \$ \$46,518.00.00 (Expenses)

What specific marketing expenditures will the granted funds be used for?\*

We will use the funds to market the events to the local and Oregon market.

We will use the funds to support the "Stay and Go!" promotion- Stay two nights at a local partner lodging establishment and receive two tickets to the event. \$70-100 ticket values for two.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List event/activity supporters or partners\*: Oregon Coast Council for the Arts, Entertain the Future! Capital Campaign, Show Sherpas, Embarcadero Resort, local underwriters, and partner lodging establishments.

Applicant/organization must be a non-profit corporation. **Attach a copy of the IRS determination letter.**

Has applicant received funding in prior years from the city for this event/activity? If yes, when:

This is a new initiative to bring regional and national performances to diversify the PAC offerings.

**Projected Event/Activity Impact:**

Describe how the event/activity will affect the Newport economy (e.g., room nights, number of visitors/attendees, restaurant sales, retail sales, etc.): \_\_\_\_\_

Both of the ticketed events have national name recognition, so we anticipate that %15 percent of our audience will be from out of town (estimated to be 150 with the three performances scheduled).

With the promotion it should translate to "heads in beds", "tummies at tables", and "nifty gifties".

The arts on average see a return on expenditures in the community (i.e., multiplier effect) of over \$7 for every \$1 spent on the arts.

A major goal of the capital campaign initiative is to increase the capacity at the PAC. This includes an increase in performance genres, youth and arts education, and in audience development.

These two events represent "new" genres to the PAC– country music and political satire/comedy.

We are presenting these programs to mine an untapped group of people that generally do not attend the PAC shows. Attracting folks from out of the area to make the trip to Newport for a show is one of the key aspects to the success of our exapnding capacity at the PAC.

Funds will go directly to the OCCA and Entertain the Future! Capital Campaign for ongoing arts programming and PAC operations support. The Capital Campaign has invested \$1.5 million in the

PAC to date, the funds raised from these events will be used for Restroom and Lobby Remodel.

The Pendleton Men's Chorus is donating their performance and will be staying at local lodging establishments with their families for the weekend. There will be about 30 performers.

## OCCA/Entertain the Future Presents

Country on the Coast March 18, 2016

Capitol Steps November 3 and 4, 2016

### Revenues:

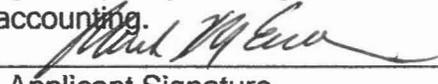
• Ticket Sales (75% Occupancy /730 Tickets/ \$54 average ticket)	\$39,420.00
• Underwriting (57% of Artist Fees)	\$18,500.00
• <b>Marketing Grant-City of Newport</b>	<b>\$ 5,000.00</b>
• Total	\$62,920.00

### Expenses:

• Artist Fees	\$32,500.00
• Promotion Fee	\$ 3,280.00
• PAC Rent	\$ 1,200.00
• Ticket Fees	\$ 270.00
• Sound Tech	\$ 300.00
• Light Tech	\$ 408.00
• Piano tuning	\$ 240.00
• Piano Maintenance	\$ 40.00
• Green Room-Artist Services	\$ 180.00
• Show Banners / Signage	\$ 100.00
• Lodging (20 Room Nights)	\$ 3,000.00
• <b>Marketing- Local and Regional</b>	<b>\$ 2,500.00</b>
• <b>"Stay and Go" Ticket Promotion (\$54 Average/ 45 Tickets+Fees)</b>	<b>\$ 2,500.00</b>
• Total	\$ 46,518.00
• Net for 3 Performances (\$5,467 per show)	\$ 16,402.00

As a final condition to accepting granted funds, the applicant agrees to provide the City of Newport with a final report summarizing result of the event/activity (e.g., attendance, local and regional publicity, lodging occupancy, closing revenue and expenditure report, etc.), with a detailed and verified accounting.

1-8-16  
 Date

  
 Applicant Signature

MARK T MCCONNELL  
 Applicant Printed Name

**Internal Revenue Service****Department of the Treasury**

**P. O. Box 2508  
Cincinnati, OH 45201**

Date: May 22, 2000

Oregon Coast Council of the Arts  
P.O. Box 1315  
Newport, OR 97365-0101

**Person to Contact:**  
Robert Molloy 31-04023  
Customer Service Representative  
**Toll Free Telephone Number:**  
8:00 a.m. to 9:30 p.m. EST  
877-829-5500  
**Fax Number:**  
513-263-3756  
**Federal Identification Number:**  
93-0696250

Dear Madam:

This letter is in response to your request for a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in May 1978 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.



## Agenda Item:

### Consideration of an Extension of a Franchise Agreement with Falcon Telecable, Locally known as Charter Communications

#### Background:

The current franchise agreement with Charter Communications expired on April 22, 2013. The franchise has been extended several times since that expiration date. In the past year, there has only been a couple of discussions with Charter on a replacement franchise, due to transitional issues at Charter with the possibility of transferring all of the Charter franchises in Oregon to Comcast, and on our part waiting to see if a model franchise would come out of a consortium of cities negotiating together with Charter. On February 2, 2016, City Attorney, Steve Rich, City Recorder, Peggy Hawker and I met with Marion Jackson, Director of Government Affairs, and Mary Roehr, Senior Manager of Government Affairs to reinitiate discussions on a new franchise agreement between Charter and the City. Our last extension of the agreement expired the fall of 2015. Charter has requested the City Council to consider an extension of the franchise agreement through June 30, 2016.

I have attached a draft franchise agreement that was presented to us by Charter as the basis for going forward with negotiations on a new franchise agreement. Since the implementation of the Cable Communications Policy Act of 1984, and subsequent amendments to the act, the relationships between cities and cable companies has seen significant modifications in the last two decades. Furthermore, as communications technology continues to develop and evolve, cable companies do not have the same type of monopoly as they did a decade or more ago. As a result, the cable companies compete with various satellite, online, and video services, which in some cases are not required to pay any local franchise fees to the local community government. Furthermore, franchise agreements should create level playing field for other like cable franchises. Please note the City has two cable television franchises. In addition to Charter, the City has franchise agreement with Broadstripe, LLC, which remains in effect until December 31, 2018. Broadstripe primarily serves customers in South Beach.

There are several issues that we have been discussing with Charter regarding a new franchise. First of all, we believe it is important for the City to maintain a public, education and government (PEG) access programming channel within the cable system. In the proposed agreement, Charter is requesting that if the City maintains a PEG channel, it is actually utilized with some performance standards imposed on the City. We are exploring with the Lincoln County Schools the future of the PEG channel to determine how we may best utilize this service in the future. Also, the City could request PEG fees to offset certain costs relating to utilization of the PEG channel. These would be fees that would be charged by Charter to the cable customers and utilized by the City to cover certain costs including such things as equipment to broadcast Council meetings, other governmental meetings, upgrades, and facility improvements relating to public broadcasting and other similar issues. PEG fees cannot be used for staffing expenses and other types of similar operational expenses. As with the franchise fee, any PEG charges are passed along to the customers of Charter. While we have a provision for providing a PEG channel with the franchise with Broadstripe, LLC, there are no provisions for PEG fees to be paid in this franchise. If the Council were interested in proposing a PEG fee in the franchise agreement, it may need to be conditioned upon the same provision being provided in the City's other cable TV franchise for it to be enforceable. 34

We will also be reviewing the requirements for rights-of-way use in the franchise agreement. At first glance, they look consistent with the current practices between Charter and the City regarding the use of right-of-way.

In addition, there are a number of court cases that may have an impact on revenues collected by local use government relating to cable services. City Attorney, Steve Rich, will provide an update on any potential impacts on the City's franchise agreement.

Please note that with the added competition from other sources of video programming, Charter has seen a decline in subscribers from 2500 in December 2008 to about 2000 currently.

Please let City Attorney, Steve Rich, or I know if there are any specific issues or concerns that you may have as we renew our efforts to negotiate a replacement franchise with Charter Communications.

**Recommendation:**

I recommend that the City Council authorize the Mayor to execute a franchise extension agreement with Falcon Telecable, a California Limited partnership, locally known as Charter Communications through June 30, 2016, or until a new franchise agreement is negotiated, whichever comes first.

**Fiscal Effects:**

None by the extension.

**Alternatives:**

None recommended.

Respectfully Submitted,

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

Spencer R. Nebel  
City Manager

**FRANCHISE AGREEMENT  
CITY OF NEWPORT, OREGON**

**This Franchise Agreement (“Franchise”)** is between the City of Newport, Oregon, hereinafter referred to as the “Grantor” and Falcon Telecable, a California Limited Partnership, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the “Grantee.”

**WHEREAS**, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community, and

**WHEREAS**, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and

**WHEREAS**, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal;

**NOW, THEREFORE**, the Grantor and Grantee agree as follows:

**SECTION 1**  
**Definition of Terms**

**1.1 Terms.** For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act
- B. “Board/Council” shall mean the governing body of the Grantor.
- C. “Cable Act” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. “FCC” shall mean the Federal Communications Commission and any successor governmental entity thereto.
- E. “Franchise” shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Service Area.

- F. “Gross Revenue” means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Service Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, the FCC user fee, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; and (4) any exclusions available under applicable State law.
- G. “Person” shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- H. “Service Area” shall mean the geographic boundaries of the Franchise Authority, and shall include any additions thereto by annexation or other legal means, subject to the exception in Section 6 hereto.
- I. “State” shall mean the State of Oregon.
- J. “Street” shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Service Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System.
- K. “Subscriber” shall mean any Person lawfully receiving Cable Service from the Grantee.

**SECTION 2**  
**Grant of Franchise**

**2.1 Grant.** The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms; any poles, wires, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation of a Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal, State or local law.

**2.2 Term.** The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in Section 15.10. This Franchise will be automatically extended for an additional term of five (5) years from the expiration date as set forth in Section 15.10, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.

**2.3 Police Powers and Conflicts with Franchise.** The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public , to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor’s lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the explicit mutual promises in this contract. Any changes to this Franchise must be made in writing signed by the Grantee and the Grantor. In the event of any conflict between this Franchise and any Grantor ordinance or regulation that is not generally applicable, this Franchise shall control.

**2.4 Cable System Franchise Required.** No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Service Area or be allowed to operate without a Cable System Franchise.

**SECTION 3**  
**Franchise Renewal**

**3.1 Procedures for Renewal.** The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee’s Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

**SECTION 4**  
**Indemnification and Insurance**

**4.1 Indemnification.** The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determined in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor’s use of the Cable System, including any PEG channels.

**4.2 Insurance.**

A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, Combined Single Limit (C.S.L.) \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence C.S.L.
Umbrella Liability	
Umbrella Liability	\$1,000,000 per occurrence C.S.L.

B. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

**SECTION 5**  
**Service Obligations**

**5.1 No Discrimination.** Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

**5.2 Privacy.** The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

**SECTION 6**  
**Service Availability**

**6.1 Service Area.** The Grantee shall continue to provide Cable Service to all residences within the Service Area where Grantee currently provides Cable Service. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Service Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

**6.2 New Development Underground.** In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such

construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the five day period, the cost of new trenching is to be borne by Grantee.

**6.3 Annexation.** The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days 'written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.5 with a copy to the Director of Government Relations. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

**SECTION 7**  
**Construction and Technical Standards**

**7.1 Compliance with Codes.** All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

**7.2 Construction Standards and Requirements.** All of the Grantee's plant and equipment, including but not limited to the antenna site, head end and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

**7.3 Safety.** The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

**7.4 Network Technical Requirements.** The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time, regardless of the transmission technology utilized.

**7.5 Performance Monitoring.** Grantee shall test the Cable System consistent with the FCC regulations.

**SECTION 8**  
**Conditions on Street Occupancy**

**8.1 General Conditions.** Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property without obtaining all legally required permits of the Grantor.

**8.2 Underground Construction.** The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event that any telephone or electric utilities are reimbursed by the Grantor or any agency thereof for the placement of cable underground or the movement of cable, Grantee shall be reimbursed upon the same terms and conditions as any telephone, electric or other utilities.

**8.3 Construction Codes and Permits.** Grantee shall obtain all legally required permits before commencing any work requiring a permit, including the opening or disturbance of any Street within the Service Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. The Grantee shall adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the Cable System in the Service Area, provided that such codes are of general applicability and such codes are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Service Area. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

**8.4 System Construction.** All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures

placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

**8.5 Restoration of Public Ways.** Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

**8.6 Removal in Emergency.** Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Grantor to remove any of the Grantee's facilities, no charge shall be made by the Grantee against the Grantor for restoration and repair, unless such acts amount to gross negligence by the Grantor.

**8.7 Tree Trimming.** Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

**8.8 Relocation for the Grantor.** The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

**8.9 Relocation for a Third Party.** The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

**8.10 Reimbursement of Costs.** If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

**8.11 Emergency Use.** If the Grantee provides an Emergency Alert System ("EAS"), then the Grantor shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The Grantor shall hold the Grantee, its employees, officers and assigns harmless from any claims or costs arising out of use of the EAS, including, but not limited to, reasonable attorneys' fees and costs.

**SECTION 9**  
**Service and Rates**

**9.1 Phone Service.** The Grantee shall maintain a toll-free telephone number and a phone service operated such that complaints and requests for repairs or adjustments may be received at any time.

**9.2 Notification of Service Procedures.** The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes.

**9.3 Rate Regulation.** Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC.

**9.4 Continuity of Service.** It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are satisfied. However, notwithstanding anything to the contrary, Grantee may discontinue or refuse to provide Cable Service to any person that is abusive and/or exhibits threatening behavior toward the Grantee's employees or representatives.

**SECTION 10**  
**Franchise Fee**

**10.1 Amount of Fee.** Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Such payment shall be in addition to taxes of general applicability owed to the Grantor by the Grantee that are not included as franchise fees under federal law. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law.

**10.2 Payment of Fee.** Payment of the fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter and transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.10. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

**10.3 Accord and Satisfaction.** No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

**10.4 Limitation on Recovery.** The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

**SECTION 11**  
**Transfer of Franchise**

**11.1 Franchise Transfer.** The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

**SECTION 12**  
**Records, Reports and Maps**

**12.1 Reports Required.** The Grantee's schedule of charges for regular Subscriber service, its policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the Grantor upon request.

**12.2 Records Required.**

The Grantee shall at all times maintain:

- A. A record of all written complaints received regarding interruptions or degradation of Cable Service, which record shall be maintained for one (1) year.
- B. A full and complete set of plans, records and strand maps showing the location of the Cable System.

**12.3 Inspection of Records.** Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine at Grantee's local office or another mutually agreeable location during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years, except for service complaints, which shall be kept for one (1) year as specified above. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and

federal law, it shall deny access to any of Grantee’s books and records marked confidential, as set forth above, to any Person.

**SECTION 13**

**Public Education and Government (PEG) Access**

**13.1 P.E.G. Channel.** Grantee shall provide one (1) channel on the Cable System for the use by the Grantor for original, locally-produced, non-commercial, video programming for Public, Education and Government (“PEG”) access programming. The PEG channel may be placed on any tier of service available to all Subscribers, including the digital tier. The Grantor shall utilize the PEG channel as follows: the Grantor shall provide programming on each of the channel to occupy seventy percent (70%) of the hours between 11a.m. and 11p.m. for any twelve consecutive week period. A program may be repeated no more than two (2) times. Time allocated to character-generated or similar programming shall be excluded from the determination of when such channel is in use and programmed.

**Commented [A1]:** Steve—We are open to the City’s proposals for channel usage.

**13.2 Grantee’s Use.** In the event the programming levels set forth herein are not maintained or if the Grantor does not adequately use the channel, Grantee reserves the right to have the channel returned to the Grantee for the Grantee’s use. Grantee shall provide Grantor with sixty (60) days prior written notice informing Grantor when programming levels set forth herein are not being maintained. Grantee reserves the right to utilize the PEG channel only after Grantor has been notified and Grantor has not maintained programming levels set forth herein within sixty (60) days from receipt of said notice. In the event the Grantee exercises its right to again utilize said PEG channel after the sixty (60) day period elapses, the Grantee shall notify its customers of Grantee’s intention to utilize the PEG channel by providing customers with a thirty (30) day prior written notice. In addition, the Grantee may use the designated channel during those hours that the Grantor or other governmental, public or educational entity is not using the channel(s.)

**13.3 Indemnification and Restrictions.** The Grantor shall indemnify, save and hold harmless the Grantee from and against any and all liability resulting from the Grantor’s use of the aforementioned PEG channel whether Grantor operates the PEG channel from Grantor’s facilities or a third party’s facilities. Grantee shall not be responsible for operating and managing the PEG channel including approving any PEG programming and/or for obtaining releases from programmers for any PEG programming. Grantor reserves the right to permit a third party to operate and manage the PEG channel on the Grantor’s behalf. The PEG channel shall not be used for commercial purposes, including but not limited to advertising or leased access. Grantor agrees to notify any Person using PEG channels of these non-commercial use requirements, but shall not be responsible for any individual’s exercise of free speech.

**SECTION 14**

**Enforcement or Revocation**

**14.1 Notice of Violation.** If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the “Violation Notice”).

**14.2 Grantee's Right to Cure or Respond.** The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

**14.3 Public Hearing.** If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 16.5 hereof. The Grantee shall have the right to present evidence and to question witnesses. The Grantor shall determine if the Grantee has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Grantee may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

**14.4 Enforcement.** Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

**14.5 Revocation.**

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.
- B. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing

shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

- C. Notwithstanding the above provisions, the Grantee does not waive any of its rights under federal law or regulation.
- D. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

**SECTION 15**  
**Miscellaneous Provisions**

**15.1 Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

**15.2 Minor Violations.** Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

**15.3 Action of Parties.** In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

**15.4 Equal Protection.** If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written

notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity.

**15.5 Notices.** Unless otherwise provided by federal, State or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days' written notice of any changes in rates, programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

City of Newport, Oregon:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E-mail:

\_\_\_\_\_

Grantee:

Attn: Director, Government Affairs  
Charter Communications  
222 NE Park Plaza Drive, #231  
Vancouver, WA 98684

E-mail:

Marian.Jackson@Charter.com

Copy to:

Charter Communications  
Attn: Vice President of Government  
Affairs  
12405 Powerscourt Drive  
St. Louis, MO 63131

**15.6 Public Notice.** Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

**15.6.1** Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s),

license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Section 15.6 above.

**15.7 Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

**15.8 Entire Agreement.** This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

**15.9 Administration of Franchise.** This Franchise is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

**15.10 Effective Date.** The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. The initial term of this franchise shall expire ten (10) years from the Effective Date defined herein, unless extended in accordance with Section 2.2 of the Franchise or by the mutual agreement of the parties. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

Considered and approved this \_\_\_ day of \_\_\_\_\_, 2015.

City of Newport, Oregon

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Accepted this \_\_\_ day of \_\_\_\_\_, 2015, subject to applicable federal, State and local law.

Falcon Telecable, a California Limited Partnership,  
l/k/a Charter Communications

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

**FRANCHISE EXTENSION AGREEMENT  
NEWPORT, OREGON**

WHEREAS, Falcon Telecable, a California Limited Partnership, locally known as Charter Communications (“Charter”) currently holds a cable franchise with the City of Newport, Oregon (“City”), granted with an effective date of April 22, 2008 (“Franchise”); and

WHEREAS, the City entered into an extension of the Franchise until April 21, 2014, then January 21, 2015; and thereafter until September 30, 2015; and

WHEREAS, the City and Charter have begun informal renewal negotiations in accordance with Section 626(h) of Title VI of the Communications Act of 1934, as amended and the parties continue to reserve all rights under the formal procedures of Section 626 of Title VI of the Communications Act of 1934, as amended, and do not waive any rights related thereto; and

WHEREAS, Charter has requested that the City extend the existing franchise while a new franchise continues to be negotiated; and

WHEREAS, it is in the public interest to further extend the current Franchise for an additional period of time so that cable service to the public will not be interrupted.

NOW, THEREFORE, the Franchise of Charter shall be extended through June 30, 2016, or until a new Franchise Agreement is negotiated, whichever comes first. All other terms and conditions of the existing Franchise shall remain the same. The parties continue to reserve all rights under the formal procedures of Section 626 of Title VI of the Communications Act of 1934, as amended, and do not waive any rights related thereto.

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2016

City of Newport, Oregon

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTED this \_\_\_\_ day of \_\_\_\_\_, 2016

Falcon Telecable, a California Limited Partnership

By: \_\_\_\_\_

Mark E. Brown  
Title: Vice President, Government Affairs  
Charter Communications



Agenda #:6.B.  
Meeting Date: 2-16-16

**Agenda Item:**

**Authorization of a Letter of Commitment to the Oregon Water Resources Department (OWRD) regarding a SB1069 Grant Application.**

**Background:**

A grant application has been submitted to the Oregon Water Resources Department SB1069 Program to continue work on the seismic remediation of the Big Creek Dams. The City would be eligible to receive an additional \$250,000 through this program. The application has been reviewed on a preliminary basis and in order to proceed with this funding request a letter of commitment to match the grant is being requested by OWRD. The City Council has appropriated \$451,300 towards seismic remediation of the Big Creek Dams in the current fiscal year that can be used as a match to this grant.

**Recommendation:**

I recommend the City Council consider the following motion:

**I move approval of a letter of commitment to the Oregon Water Resources Department regarding SB1069 Grant Application to fund continued work on the seismic remediation of the Big Creek Dams and authorize the Mayor to sign the letter on behalf of the City of Newport.**

**Fiscal Effects:**

\$451,300 has been appropriated in the 2015-16 budget for seismic remediation for work on the Big Creek Dams. These funds would be available to match the State grant.

**Alternatives:**

Do not go forward with the grant, or as suggested by the City Council.

Respectfully Submitted,

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

Spencer R. Nebel  
City Manager





**STAFF REPORT  
CITY COUNCIL AGENDA ITEM**

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

**Title:** Letter of Support for Oregon Water Resources (OWRD) SB1069 Grant Application

**Recommended Motion:**

I move to approve the letter of support for the Oregon Water Resources SB1069 Grant Application to fund continued work on the seismic remediation of the Big Creek Dams and authorize the Mayor to sign the letter on behalf of the City of Newport

**Background Information:**

On February 1, 2016 City Staff submitted a grant application to the Oregon Water Resources Department SB1069 grant program to fund continued work on the seismic remediation of the Big Creek Dams. ORWD requires a letter of support and commitment of resources from the City as part of the grant application. This letter can be submitted after the grant application is submitted but before a grant award recommendation can be made.

The grant application was made for \$460,000 of OWRD funds. The City must commit to match this amount in in-kind funds which can include actual revenue and staff time. The cost to prepare the grant application is an eligible in-kind match. In fiscal year 15-16 the City has appropriated \$451,300 toward the seismic remediation of the Big Creek Dams.

The City has previously received a grant award of \$250,000 from the OWRD SB1069 Grant program in 2012, and OWRD has recently indicated that the City would only be eligible for an additional \$250,000 if a grant is awarded, because the maximum that can be awarded for one project from this program is \$500,000. City staff tried to convince OWRD that this is a separate and unique project because the previous work was to conduct a seismic evaluation of the existing dams, and this proposed work is to determine the feasibility of a roller compacted concrete dam, but based upon recent correspondence it does not sound like they are convinced.

Therefore, since it is likely that the City would only be eligible to receive an additional \$250,000 it is unlikely that the City will need to appropriate additional funds to meet the grant request.

**Fiscal Notes:**

See “background Information” Section above

**Alternatives:**

None

**Attachments:**

- Draft Letter of Commitment for SB 1069 Grant Matching Funds
- SB1069 Grant Application



169 SW COAST HWY  
NEWPORT, OREGON 97365

COAST GUARD CITY, USA

[www.newportoregon.gov](http://www.newportoregon.gov)

MOMBETSU, JAPAN, SISTER CITY

February 8, 2016

Mr. Jon Unger  
Oregon Water Resources Department  
725 Summer Street NE  
Salem, OR 97301

RE: Letter of Commitment for SB1069 matching funds

Dear Mr. Unger:

As mayor of the City of Newport, it is my highest priority to protect the safety and well-being of our citizens and community. Since the City first started planning efforts to remediate the Big Creek Reservoir, Newport's City Council has closely monitored the progress, and considers it an important piece of the City's long-term capital planning process.

With the dam being ranked high on the state dam inspector's seismic risk assessment list, this is a project that must remain a priority to ensure the health and safety of Newport's citizens.

The Big Creek Reservoir is a vital resource for all citizens in the Mid-Coast region. In the event of a seismic event, both dams could fail, resulting in the loss of the City's primary water source, which would be devastating for the entire region. By research the most viable option for repairing the dams now, we are ensuring the safety of our citizens for decades to come.

In fiscal year 2016, City Council appropriated \$300,000 towards the improvements or replacement of the Big Creek Dams as matching funds for the proposed SB1069 application. The City will commit to budgeting any remaining matching contributions necessary in fiscal year 2017 as required by the OWRD for the proposed project, if a grant award is made.

Thank you for considering the City's application for funding through the 1069 program. I hope the City can partner with OWRD to address these seismic deficiencies, serving as a replicable model for other local coastal communities.

Kindly yours,

Sandra Roumagoux  
Mayor, City of Newport





## **2015-2017 Grant Solicitation**

# **WATER CONSERVATION, REUSE AND STORAGE FEASIBILITY STUDY GRANT PROGRAM**

### ***GRANT APPLICATION***

#### **APPLICATION INSTRUCTIONS**

1. Complete Sections I through VII in the spaces provided.
2. An application must be submitted on a form provided by the Department. An explanation must accompany the application if any of the information required cannot be provided [OAR 690-600-0020(6)].
3. If in hard copy - use 8 ½” x 11” single sided, unstapled pages. Provide any attachments to application also on 8 ½” x 11” single-sided, unstapled pages. Avoid color and detail that will not photocopy clearly.
4. Please Contact the Department’s Grant Specialist Jon Unger at **503.986.0869** or [Jon.J.Unger@wrd.state.or.us](mailto:Jon.J.Unger@wrd.state.or.us) if you have any questions.

**Application Deadline: February 1, 2016 5:00 PM,**  
(Application must be received by this date and time)

Mail application to:

**OREGON WATER RESOURCES DEPARTMENT  
Attention: Grant Specialist  
725 Summer Street NE, Suite A  
Salem, OR 97301**

## KEY GRANT INFORMATION

**Introduction.** The Water Conservation, Reuse and Storage Grant Program, established by Senate Bill 1069 (2008), is designed to fund the qualifying costs of feasibility studies that evaluate the feasibility of developing water conservation, reuse or storage projects. Oregon is facing increasing water demand and increasingly scarce water supplies. To adequately meet Oregon’s diverse water demands now and into the future, Oregonians must use their water wisely and efficiently. That means looking more closely at innovative water conservation and reuse programs and environmentally sound storage projects that capture available water so it can be put to good use when needed.

**What is a feasibility study?** A feasibility study is an assessment of a proposed plan or method. Typically there should be a previously identified water project that appears to have merit but is lacking important details necessary to determine whether or not to proceed. The feasibility study focuses on helping answer the essential question of “should we proceed with the proposed project idea?” All activities of the study are directed toward helping answer this question. Ideally the project identified will have community support and will have been identified through a collaborative process.

**Match Funding.** To be eligible for funding applicants must clearly demonstrate funding from a source other than the Program of not less than a dollar-for-dollar match from cash or in-kind services. For example, if \$25,000 is requested in Program Funds, then there must be a match of at least \$25,000 from another source. The matching funds must be secured or in the process of being secured. The maximum grant award is \$500,000.

**Eligibility Requirements for Storage Studies.** To be eligible for funding for a project feasibility study associated with a proposed storage project that would: Impound surface water on a perennial stream; Divert water from a stream that supports sensitive, threatened or endangered fish; **or** Divert more than 500 acre-feet of surface water annually, the proposed project feasibility study must contain the following elements:

- Analyses of by-pass, optimum peak, flushing and other ecological flows of the affected stream and the impact of the storage project on those flows;
- Comparative analyses of alternative means of supplying water, including but not limited to the costs and benefits of water conservation and efficiency alternatives and the extent to which long-term water supply needs may be met using those alternatives;
- Analyses of environmental harm or impacts from the proposed storage project;
- Evaluation of the need for and feasibility of using stored water to augment in-stream flows to conserve, maintain and enhance aquatic life, fish life and any other ecological values; and
- For a proposed storage project that is for municipal use, analysis of local and regional water demand and the proposed storage project’s relationship to existing and planned water supply projects.

*See Application Criteria and Evaluation Guidance for assistance in filling out this application.*





## IV. Grant Specifics

### Section A. Common Criteria

**Instructions:** Please answer all questions contained in this section. It is anticipated that completed applications will result in additional pages.

1. Describe your goal and how this study helps to achieve the goal.

*The goal of this project is to continue investigating feasibility of the City of Newport's preferred option of a Roller Compacted Concrete (RCC) dam, ensuring the Big Creek Reservoirs are seismically sound, securing access to safe drinking water, and protecting Newport's economy and quality of life. The proposed study helps achieve this goal by enabling the City to conduct pre-design work, conduct surveys of the project site, evaluate geotechnical conditions, assess hydrology feasibility, and prepare budget scenarios. Environmental permitting assessment will be conducted in tandem with this project, but will not be funded by this grant's budget. The information obtained during this study will inform a pending Newport City Council decision to move forward with the RCC dam project.*

2. Describe the water supply need(s) that the proposed project addresses. Identify any critical local, regional, or statewide water supply needs that implementation of the project associated with the feasibility study will address. **Responses should rely upon solid water availability and needs data/analysis.** For examples of water supply needs see "Criteria and Evaluation Guidance Document."

*Newport's proposed project will: 1) Secure the City's sole water supply, 2) Expand the storage capacity of the Big Creek Reservoir, and 3) Improve the region's resiliency to natural disasters. The project addresses the only drinking water source available for the City of Newport's year-round population of more than 10,000 residents, a tourist population of roughly 2.5M annually, the fishing industry, brewing industry, and the aquarium -- all of which are crucial to the region's economy. Prior examinations have concluded that both Big Creek Reservoir dams are highly susceptible to structural damage or complete failure during a seismic event. Subsequently, replacement of these dams are among the top three priority projects of the Oregon Dam Safety Engineer. Continuing feasibility research for the preferred replacement option will secure the City's successful approach to maintaining access to safe and affordable drinking water and ensure the region's safety during a seismic event or other natural disaster.*

*Newport does not have sufficient redundant water storage facilities to support water demand should the Big Creek Dams fail. The current condition of the dams leaves the City of Newport's citizens and businesses very vulnerable to potential disruptions in water supply and a variety of natural disasters that occur regularly and/or are anticipated to occur including earthquakes, tsunamis, severe storm events, flash floods and landslides.*

*The need for additional water supplies in the Mid-Coast Basin is a very real and urgent matter. A 2008 study titled, Lincoln County Water Needs Analysis, completed by WHPacific and GSI, projected that Lincoln County, as a whole, could experience a water deficit of 10.4 MGD by 2020 if additional water supplies are not secured. A list of water planning documents relevant to the Big Creek Dams Remediation project are included in Attachment A. Some districts in the Basin are already unable to meet current demands, let alone future demands. In fact, Otter Rock Water District recently approached the City in an attempt to purchase raw water to transport by truck back to their district to meet their district's current needs. The City of Yachats had severe water restrictions in 2015 due to water shortages. Finally, Georgia Pacific was recently in danger of shutting down operations at its Toledo plant (7 miles east of Newport, employing nearly 400 workers) because it could not draw enough water from the Siletz River to meet current demand.*

*Another challenge to meeting water supply needs within the Basin is a mismatch in timing between water supply and demand. Demand for water from the City of Newport spikes in the summer when 250 million tourists visit the area. Newport must increase storage capacity to capture additional water during wet seasons in order to sustain water supplies during a low stream flow/high consumer demand summer sesason. Further, increased*

*storage capacity will protect instream flow for sensitive fish populations, native subsistence fishing and recreational fishing. Building a new RCC dam provides opportunity to expand storage capacity to help mitigate the impact of high demand during the dry season.*

3. Explain how the proposed project will meet the water supply need(s), and indicate what percentage of that need will be met. (For example: If your water supply need is 20,000 acre-feet of additional water and the project will supply 10,000 additional acre-feet, 50 percent of your need will be met).

*The remediation project addresses the only source of drinking water available for the City of Newport (more than 10,000 people, plus 250M visitors annually), and the largest source of drinking water in the Mid-Coast region (population greater than 40,000). The reservoir design considers raw water needs through the year 2030 as determined by the City of Newport's Water System Master Plan adopted in 2008 and revised in 2010. The project will build additional water supply capacity that can serve to support population growth, growth of economic activity and secondary supply resources for nearby water districts in the event of drought similar to that experienced in the summer of 2015.*

4. Describe the technical aspects of the feasibility study and why your approach is appropriate for accomplishing the specific study goals and objectives.

*Working with HDR, a global engineering firm, the City of Newport has completed initial steps to determine preferred alternatives for the replacement of Big Creek Dams #1 and #2. HDR & Newport have determined the most feasible option is a new Roller Compacted Concrete (RCC) dam downstream from Big Creek Dam #2 (See Attachments B, C, and D). This proposal seeks to continue feasibility studies and other key research to mature plans for RCC dam replacement and prepare the project for the design and environmental review phases.*

*Funding from this source will support the following project tasks:*

*Task I: Project Management - Project management will be provided during the next phase of work to guide evaluation activities; monitor and update the project scope of work, budget, and schedule; and, provide appropriate communication with the City. This includes invoicing as well as coordination with the City, the state dam engineer, and the HDR team for completion of evaluations and production of the deliverables. The purpose of this task is to plan and execute pre-design efforts of the HDR team and all subconsultants in accordance with the schedule and budget. Work activities described below will be provided to cover the project management activities.*

*Task II: Survey of New Dam Site and Surrounding Terrain - There is no existing survey of the area around the proposed site of the RCC dam. A survey will be completed during the first quarter of 2016. The survey will be performed in order to provide suitable site controls and topography for the dam site and related facilities in the surrounding areas such as new access roads, the raw water pipeline, and a fish passage facility. The survey will provide the information needed to estimate excavation volumes, topography, slopes of the future road and pipeline, and it provides the basis for establishing quantities for the new construction. The survey is needed for the design and cost estimates.*

*Task III: Site Characterization & Explorations - Geologic and geotechnical site characterization work has not previously been performed at the proposed dam site. Site characterization around the new dam location will help inform the feasibility evaluation, design development, and cost estimating. For instance, site characterization work will help estimate the depth to suitable bedrock underneath the dam footprint, and will provide other geologic and geotechnical information needed for planning level designs. HDR will conduct additional site characterization along the proposed road and pipeline route, downstream from the proposed dam, and the relocated road alignment and bridge crossings upstream from the proposed new dam location.*

*Site characterization work for the new dam will be performed in phases with each phase providing increasingly detailed information needed to address key issues and decision requirements. Early phases will support design configuration and risk management issues. The work will confirm feasibility and lead to a preliminary level design suitable for input to regulatory permits and preliminary design approvals along with establishing funding requirements. Additional explorations may be appropriate during final design to address regulatory requirements and key subsurface risk issues that are identified during the pre-design planning phase.*

*During this phase, HDR will conduct additional drilling and soil samples testing of the site of the proposed dam, which will inform future site characterization and geotechnical work that will be needed during the design pahse. Data collected during this phase will be used to prepare the Design Criteria Technical Memo, which will provide recommendations for additional work needed to complete the design*

*Task IV: Design Criteria Memorandum - Prior to initiation of further engineering evaluations, HDR will prepare a design criteria memorandum summarizing the basis for the design of the dam, spillway, outlet, pipeline, roads, and fish passage structures/system.*

*Included as part of this memorandum will be an update of the desired reservoir storage volume. As previously noted, three components of the storage volume will be evaluated: 1) replacement of existing storage in Big Creek Dams #1 and #2, 2) supplemental storage due to sediment accumulation in the existing reservoirs, and 3) increased storage for future water supply demands.*

*A key consideration in the design criteria will be the seismic loading that will be used to develop the cross-sectional properties of the dam. Based on previous experience, we anticipate that an earthquake with an estimated recurrence interval of about 1,000 to 5,000 years will be appropriate for design. The methodology used to establish this criteria will be described, including the basis for estimating the tensile strength of the RCC materials and the required seismic performance of the dam for more extreme loading conditions. This includes allowable deformations and post-earthquake stability of the dam for events up to and including a maximum credible earthquake with an estimated recurrence of about one in 10,000 years.*

*The Design Criteria Technical Memorandum will identify the geologic and geotechnical parameters required to complete this phase and to finalize the geotechnical exploration and the laboratory testing plan. The explorations plan will identify the types and locations of both geophysical surveys and subsurface borings. The laboratory testing plan will identify the number and types of laboratory tests needed to establish the parameters identified in the gap analysis*

*Task V: Engineering Evaluations of the New, Proposed RCC Dam - A feasibility level evaluation of an alternative RCC dam configuration was completed as part of the previous alternatives evaluation for the project. During this phase, additional geotechnical and structural evaluations will be performed. This includes development of an updated model and corresponding evaluation of static, seismic, and flood loading conditions to refine and further optimize the dam configuration.*

*HDR will be using the software SAP2000 from Computers and Structures, Inc., and EAGD-SLIDE, a public domain program for these evaluations. SAP2000 is a general purpose, finite element method (FEM) modeling software used for both response spectra analysis and time-history analysis of structural systems. EAGD-SLIDE, Earthquake Analysis of Concrete Gravity Dams including Base Sliding, is a finite element computer program that is used to analyze the potential sliding along the base-concrete interface, allowing the computation of the factor of safety against sliding. EAGD-SLIDE is also used to evaluate the tensile forces in the RCC dam.*

*Task VI: Hydrology and Spillway, Outlet Works and Fish Passage Analysis - The objective of this task is to refine the configuration of the spillway, outlet works of the new dam, and to develop initial concepts for fish passage around the new dam to use in discussions/negotiations with state regulators of the project.*

*This task will include appropriate updates of the estimate of the Probable Maximum Flood (PMF) inflow hydrograph, reservoir routing, and hydraulic analyses of the spillway structure to identify a cost effective combination of spillway width to dam crest freeboard requirements. The outlet works, including the intake structure, will be designed to meet dam safety, as well as operational requirements, for both quantity and quality of water released from the reservoir. Fish passage analyses will be based on a possible fish passage facility incorporated into a natural drainage channel in the downstream left abutment area of the new dam.*

*Task VII: Access Road Feasibility - The existing access road from the lower dam (Big Creek #1) to the upper dam (Big Creek #2) serves as the only access to two private properties located on the north side of the upper reservoir, and to forest/logging land. The access road will have to be re-routed around the new dam structure. The development of the proposed road alignment will be divided into two parts: 1) the road to the top of the new RCC dam and 2) the road past the new RCC dam which provided access to the properties along the raised*

upper reservoir pool. This will be done in case funding is not available at the time to complete this task and the two portions can financially be separated.

*Task VIII: Raw Water Pipeline Feasibility - The existing raw water pipeline is a siphon from the lower reservoir across the lower dam to the intake pump station located at the toe of the lower dam (Big Creek #1). The study is considering the feasibility of removing the lower dam structure and reestablishing Big Creek to its pre-development channel. As a result, a new raw water intake pipeline will need to be constructed from the outlet works of the new RCC dam to the existing intake pump station.*

*Task IX: Environmental Permitting Assessment - (Note: This activity will not be funded by this grant) The objective of this task is to develop an Environmental Compliance Process Framework. This framework will guide future activities and provide a path forward for environmental compliance. This task includes four key sub-tasks. 1) Prepare for preliminary application coordination with US Army Corps of Engineers (USACE) -- which is expected to be the lead federal agency for the National Environmental Policy Act (NEPA) and Endangered Species Act (ESA) consultations -- to instigate the environmental compliance program, inclusive of NEPA, ESA, and the Clean Water Act (CWA). 2) Facilitate a two-hour preliminary application coordination meeting with USACE in Portland. 3) Prepare for and facilitate a one-day regulatory agency kickoff meeting and site visit in Newport, Oregon. Regulatory agencies with permitting/approval roles may include USACE, Oregon Department of State Lands (DSL), U.S. Fish and Wildlife Service (USFWS), National Marine Fisheries Service (NMFS), Oregon Department of Fish and Wildlife (ODFW), Environmental Protection Agency (EPA), Oregon Department of Environmental Quality (ODEQ), State Historic Preservation Office (SHPO), and Oregon Water Resource Department (OWRD). Topics will include the project description, areas of potential impact that relate to resources over which the agencies have regulatory authority, and the regulatory process. 4) Develop an Environmental Compliance Process Framework, including schedule, next steps, roles and responsibilities, and key phases and milestones.*

*Task X: Fish Passage Alternative Review - The objective of this task is to determine the feasibility to comply with state fish passage requirements via either a waiver or exemption option. The new dam will qualify as a "trigger event" and therefore require compliance with state fish passage law, as per ORS 509.580 through 910 and in OAR 635, Division 412. The waiver process typically requires mitigation if there is a benefit to providing fish passage, whereas the exemption process is valid if there is no benefit or either mitigation or a waiver has already been completed. The Oregon Dam Safety Engineer has identified the requirement that the existing lower dam (Big Creek #1) will need to be removed as part of this project. The existing reservoir will be non-existent at that time and the area will open up to reestablish Big Creek below the new proposed dam. Enhancements along the exposed channel and associated floodplain may be suitable for mitigation by providing a viable alternative to fish passage.*

*Task XI: Cost Estimates and Schedule - This task will provide a preliminary design level cost estimate and design/construction schedule for the new RCC dam alternative and the related spillway, outlet works, water supply pipeline, roadway, and fish passage project elements. The cost estimate will include a pre-cost schedule for bidding, quantities, unit/lump sum prices of each component of the construction, and planning contingencies.*

*Task XII: Pre-Design Report - The pre-design report will summarize this entire phase of the project and be used as the basis for the design work which will be the next phase of the project.*

*Task XIII: Grant Administration and Reporting - Work conducted in this activity will include managing and administering grant funds, fulfilling reporting requirements, providing grant-specific technical assistance, securing matching funds, and corresponding with OWRD staff and City staff.*

*Task XIV: Administrative, Overhead, and Facilities Allocation - Track costs related to administrative, facilities, and overhead expenditures (estimated at 8%).*

5. Describe how the feasibility study will be performed. Include:
  - a. General summary statement that describes the study progression.
  - b. When the feasibility study will begin.
  - c. Listing of key tasks to be accomplished with each task having:
    - i. Title

- ii. Timeline for completion
- iii. Description of the activities to be performed in this key task
- iv. Description of the resources necessary for accomplishing the key task

**Example:**

- (i) Streamflow measurement;
- (ii) September-April;
- (iii) Weekly streamflow measurements will be performed to gather hydrographic data for the hydrologic analysis to take place in May;
- (iv) A technician will be hired to perform the streamflow measurements.

(Key tasks listed here are to be placed in Section VI. Project Feasibility Study Schedule for a quick reference “graphical” representation of the schedule.)

*i. Task I: Project Management*

*ii. Timeline: April 2016 - June 2017*

*iii. Description of Activities: 1) Monitor project progress including work completed, work remaining, budget expended. 2) Invoicing/monthly reports. 3) Subconsultant coordination. 4) Quality control. 5) Schedule management. 6) Meetings.*

*iv. Resources Necessary: HDR will be contracted to complete project management tasks.*

*i. Task II: Survey of New Dam Site and Surrounding Terrain*

*ii. Timeline: April 2016 - June 2016*

*iii. Description of Activities: 1) Establish permanent site survey control monuments. 2) Verify accuracy of existing LiDar data. 3) Survey of topography. 4) Access Road Survey. 5) Pipeline Alignment Survey. 6) Upper reservoir roadway survey of inundated area (optional task and not included in the first part of the survey).*

*iv. Resources Necessary: HDR will be contracted to complete the survey of the new dam site and surrounding terrain.*

*i. Task III: Site Characterization & Explorations- RCC Dam*

*ii. Timeline: April 2016 - September 2016*

*iii. Description of Activities: 1) Perform geophysical explorations to provide 2D imagery of the geologic strata within the footprint of the RCC dam and provide guidance for selection of optimal sites for the subsurface drilling. This work will be performed at the beginning of 2016 concurrently with the topographic survey from Task II. Geophysical exploration will consist of Three Electrical Resistivity Tomography lines (marine and land based). 2) Within the dam foundation footprint, perform borings with Standard Penetration Tests (SPTs) at five foot intervals in overburden soils, and with material sampling using Shelby tubes or other appropriate methods at targeted locations. 3) Along to propose lower roadway and pipeline alignment perform mud rotary borings with SPT testing or auger borings with SPTs and material sampling at targeted locations. Up to ten shallow borings would be required to characterize the materials and establish depth to rock and rock strength. 4) Laboratory testing will be performed by a certified laboratory. The analysis of the soils materials will include Atterberg Limits, gradation with hydrometer, fines content, modified proctor testing or max/min density testing and optimum moisture content, and direct shear testing. The analysis of the rock will include unit weight and unconfined compression testing. If bridges or retaining walls are required additional borings would be required during subsequent phases of work. .*

*Reservoir Rim Slope Characterization - 1) A landslide and slope stability review of the reservoir slopes will be conducted using aerial data and surficial geologic mapping methods. Ground*

*truthing will be conducted in an attempt to identify landslide areas and landslide prone areas and asses the potential landslide hazards.*

*iv. Resources Necessary: HDR will conduct the necessary tasks to complete the site characterization and explorations, with assistance from subconsultant Cardno when necessary.*

*i. Task IV: Design Criteria Memorandum*

*ii. Timeline: October 2016 - December 2016*

*iii. Description of Activities: 1) Development of the desired reservoir storage volume for preliminary design will be coordinated with the initial environmental compliance activities under Task IV as the reservoir storage volume will be a critical component of the project's "Purpose and Need" documentation. 2) Draft Technical Memorandum (TM) will be prepared to support concept design update. 3) TM will be reviewed by the City and State Dam Engineer prior to initiation of engineering analyses. 4) Future updates to the design criteria may be made and the memorandum will remain in draft form until final design phase of project.*

*iv. Resources Necessary: HDR will conduct the effort necessary to complete the design criteria memorandum.*

*i. Task V: Engineering Evaluations of the New, Proposed RCC Dam*

*ii. Timeline: October 2016 - March 2017*

*iii. Description of Activities: 1) Geotechnical evaluation of the site characterization information to establish a preliminary design level excavation objective (depth to suitable bedrock), foundation grouting and treatment requirements, foundation stability during construction and long-term operation under various loading conditions, and to development engineering properties for input to the structural evaluation of the dam. 2) In conjunction with Tasks II and VI, establish the approximate spillway and dam crest elevations. As part of this subtask, an updated area-capacity curve for the new reservoir site will be developed using a combination of existing and new LiDAR, survey, topographic and existing reservoir elevation/storage information. 3) Static, flood loading, and seismic response modeling of the updated dam configuration – building on the previous performed response spectrum analysis, 2D time-history analysis will be performed for both overflow and non-overflow cross sections of the dam in SAP2000 and the cross section will be refined. EAGD-SLIDE will be used to estimate the factor of safety against sliding and anticipated seismic response of a limited number of time-histories. 3) Construction materials and mix design – a preliminary assessment of construction materials sources will be performed for input to engineering properties of the RCC and for cost estimating. 4) Construction staging and sequencing – a preliminary assessment of the possible construction staging and sequencing will be evaluated. 5) Seepage control - a grout curtain beneath the RCC dam section will be included in the appraisal level designs. Seepage analyses may be performed to evaluate the effectiveness of alternative foundation seepage control measures*

*iv. Resources Necessary: HDR will conduct the tasks necessary to complete the engineering evaluations for the new proposed RCC Dam. When necessary, HDR will contract with Siemens & Associates to conduct the geophysical survey.*

*i. Task VI: Hydrology and Spillway, Outlet Works and Fish Passage Analysis*

*ii. Timeline - October 2016 - March 2017*

*iii. Description of Activities: 1) Establish hydrologic design of the spillway and outlet works based on the design criteria outlined under Task 4. a) Perform reservoir routing of the probable maximum flood (PMF) inflow hydrograph based on updated area-capacity curve for the new dam and alternative spillway widths. Identify the desired combination of spillway width verses dam crest freeboard based on site topography and cost considerations. b) Develop updated spillway configuration including crest overflow structure, chute, and stilling basin requirements. A stepped spillway chute configuration is anticipated based on previous experience with similar sized RCC dam projects. Downstream channel shaping requirements will also be identified. c) Develop an*

updated configuration of the outlet work based on both dam safety and operational requirements. Perform hydraulic analyses as appropriate to configure the intake structure, pipe size and configuration, gates, operators and release facility, and energy dissipater structures. d) Establish a preliminary configuration of alternative fish passage systems based on design criteria outlined under Task IV. This could include restoration activities in the existing dam #1 reservoir pool that will be lowered/eliminated, fish passage at the removed dam #1 site, and fish passage around the proposed new dam. The configurations will be of sufficient detail to engage state regulators in discussion on fish passage alternatives and requirements for the project. 2) Evaluate higher frequency winter flood risks and events to support evaluation of construction flood routing requirements.

iv. Resources Necessary: HDR will perform the tasks necessary to complete an analysis of the hydrology spillway, outlet works, and fish passage analysis.

i. Task VII: Access Road Feasibility

ii. Timeline: July 2016 - December 2016

iii. Description of Activities: 1) Evaluation of survey data (based on Task II). 2) Evaluation of geotechnical data (based on Task III). 3) Review of environmental impacts (based on Task IX). 4) Development of design criteria for the road to be included in the Task IV Technical Memo. 5) Development of a road alignment (part 1) based on the collected data, including potential creek crossings/culvert areas up to the top of the RCC dam. 6) Development of a road alignment (part 2) based on the collected data, including potential creek crossings/culvert areas past the top of the RCC dam along the upper reservoir raised pool.

iv. Resources Necessary: HDR will complete the activities to determine the feasibility of access roads.

i. Task VIII: Raw Water Pipeline Feasibility

ii. Timeline: July 2016 - December 2016

iii. Description of Activities: 1) Review of survey and geotechnical data (based on Tasks II and III). 2) Review of proposed road alignment (Task VII). 3) Perform preliminary hydraulic calculations to determine pipe size, length and head losses for the pipe based on existing water master plan information provided by the City. 4) Prepare preliminary pipeline design criteria including pipe material, coatings & linings, pressure rating, trench design and appurtenance configuration. 5) Prepare preliminary drawings showing plan and profile of the proposed pipe route layout and major appurtenances (air release valves, drain locations, turnouts, connections). 6) Prepare DRAFT technical specification list and table of contents based on the CSI 6 digit format. 7) Provide assistance to the construction cost estimator (under Task XI) to develop a preliminary opinion of probable construction cost for the pipeline, including specialized equipment and valve budgetary pricing. 8) Prepare preliminary design technical memorandum that compiles the design criteria, hydraulic calculations and preliminary design drawings. 9) One review meeting will be held with City staff to review the comments on the preliminary design report.

iv. Resources Necessary: HDR has the resources necessary, and will be contracted to complete the raw water pipeline preliminary design.

i. Task IX: Environmental Permitting Assessment

ii. Timeline: July 2016 - March 2017

iii. Description of Activities: In this phase, the City will develop a plan for the next phase of work, which will categorize the permitting issues to address during the design phase. Activities included in this phase of work will include: 1) Prepare for Preliminary Application Coordination with USACE, which is anticipated to be the lead Federal Agency for the NEPA and ESA consultations, to instigate environmental compliance program, inclusive of NEPA, CWA, and ESA. a) Facilitated environmental strategy meeting, b) draft purpose and need for subsequent discussions on alternatives with regulatory agencies, c) Initial Alternative Screening Tool, d) analyze project

alternative with Initial Alternative Screening Tool, e) prepare Alternative Screening Analysis Memo, f) prepare Existing Environmental Conditions Briefing Memo, including i) baseline environmental conditions, ii) cultural resources record and literature review, iii) full report. 2) Facilitate a preliminary application coordination meeting with USACE, Portland to a) review the draft Purpose and Need Statement, b) develop a process for NEPA and regulatory compliance, c) determine appropriate materials to initiate NEPA including a 404 permit application, level of detail application and jurisdictional determination, d) determine staffing for NEPA documents, e) present City of Newport's anticipated schedule and process. 3) Prepare for and facilitate a one-day regulatory agency kickoff meeting and site visit in Newport, Oregon. 4) Develop an Environmental Compliance Process Framework, including schedule, next steps, roles and responsibilities, and key phases and milestones.

iv. Resources Necessary: The City will contract with HDR to complete this phase of the work.

i. Task X: Fish Passage Alternative Review

ii. Timeline: July 2016 - March 2017

ii. Description of Activities: 1) Correspondence with ODFW about a waiver or exemption of the fish passage requirements at the proposed dam. Correspondence includes requesting and reviewing existing information on fish use and habitat of Big Creek, known alternative off-site mitigation opportunities, a Native Mitigation Fish Determination, and a Benefit Analysis. 2) Analysis of the feasibility to obtain a waiver via an alternative to fish passage (e.g., mitigation) within the existing lower reservoir area. Analysis will include a determination of potential fish use in the lower reservoir area and potential fish use in the inaccessible areas upstream of the upper reservoir. 3) Analysis of the feasibility to obtain a waiver via up to two other alternative sites provided by ODFW or City of Newport. 4) Analysis of the feasibility to obtain an exemption. 5) Summary of the options evaluated, including a list of the key actions necessary to complete the option (e.g., "property acquisition"); relative timeframe for each action, measured in months; rough cost estimate, measured in increments of \$100K; associated long-term commitments; relative benefit to fish species; and probability of acceptance by ODFW, which is a product of their Commission, Fish Passage Task Force, and comments received from the public and reviewing agencies.

iv. Resources Necessary: HDR will complete the fish passage and alternatives review, with support from various technical experts as needed (e.g., Whooshh Innovations for volitional fish passage systems).

i. Task XI: Cost Estimates and Schedule

ii. Timeline: October 2016 - June 2017

iii. Description of Activities: 1) Estimate of construction quantities for each item of the work included in the bid schedule. 2) Development of unit prices for the following major items of work: a) Common and rock excavation, b) foundation preparation including such items as cleaning, inspection, dental excavation and concrete, grout curtain, etc. c) RCC for dam, d) conventional concrete for spillway, outlet works, dam facing systems and other items of work, e) access road, f) raw water pipeline, g) environmental permitting expenses, h) fish passage mitigation, i) planning contingencies including supplemental site characterization, design, construction management/administration, design contingency and construction change order/claim contingencies, j) prepare summary estimate of total costs, k) prepare estimated design, permitting, and construction schedule for the project.

iv. Resources Necessary: HDR will complete the cost estimate and schedule, with support from cost estimator Dan Hertel.

i. Task XII: Pre-Design Report

ii. Timeline: January 2017 - June 2017

iii. Description of Activities: 1) Draft pre-design report. All technical memorandums that were part of this scope of work will be part of this report and included in the appendices. 2) Addressing

comments from agencies, City, State Dam Engineer. 3) Final pre-design report after input from the City, State Dam Engineer has been received and addressed.

iv. Resources Necessary: HDR will be contracted to complete the pre-design report.

i. Task XIII: Grant Administration, Reporting, and Strategic Planning

ii. Timeline: April 2016 - June 2017

iii. Description of Activities: Work conducted in this activity will include managing and administering grant funds, fulfilling reporting requirements, providing grant-specific technical assistance services, securing matching funds, and corresponding with OWRD staff and City staff. The City will continue to advance a long-term strategic funding plan to secure a diversified base of funding to design and remediate the Big Creek Dams.

iv. Resources Necessary: Chase Park Grants will be contracted to complete these services.

i. Task XIV: Administrative & Overhead Allocation

ii. Timeline: April 2016 - June 2017

iii. Description of Activities: The City will track costs related to administrative, facilities, and overhead expenditures (estimated at 10%) and other project expenditures for auditing purposes.

iv. Resources Necessary: The City will use existing resources to track and document costs associated with this project. The information will be kept on file.

6. Please provide the following data and information for the proposed project and the project's sources of water supply:

a. The location of the proposed project. Include the basin, county, township, range and section. Attach a **map** that identifies the project's implementation area to this application.

*The project is located in the Big Creek Watershed, Lincoln County, OR. The reservoirs extend across Township 10S, Range 11W, Section 33 (10S11W) and Township 10S, Range 11W, Section 34 (10S11W). A map of the project area is included with this application package (See Attachment E-project location map).*

b. The name(s) and river mile(s) of the source water and what they are tributary to, if applicable.

*Big Creek and the Siletz River are the source waters for the reservoirs impounded by Big Creek Dams #1 and #2. The Siletz River is a tributary to the Pacific Ocean and the City holds a point of diversion water right and intake at river mile 41.78. Big Creek is a tributary to the Pacific Ocean, Big Creek Dam #1 is located at river mile 0.91 and impounds water between 0.91 and 1.72 miles. Big Creek Dam #2 is located at river mile 1.72 and impounds water between 1.72 and 2.79.*

c. Whether the project will be off-channel or on-channel (for above-ground storage only).

*On-channel*

d. Water availability to meet project storage. For above-ground storage the Department typically evaluates availability using a 50 percent exceedance water availability analysis.

*The proposed feasibility study does not affect a new storage project, but rather an existing storage facility. Sufficient water exists to meet the current facilities' storage needs. The total authorized volume of the reservoir impounded by dam #1 is 200 acre-feet, authorized under Certifications 21358 and 21357. The total*

authorized storage volume of the reservoir impounded by Dam #2 is 970 acre-feet, being the total of 625 acre-feet authorized under Permit R-6171 and 345 acre-feet authorized under Certificate 48627. The water stored in Big Creek Reservoirs #1 and #2 is released for municipal use by the City of Newport under Certificate 48628 and Permit S-38220.

The City has sufficient water rights to fill the proposed storage facility when it exercises diversion rights at the Big Creek and the Siletz River.

- e. Proposed purposes and/or uses of conserved or stored water.

*The stored water is used for municipal water supply purposes including residential, commercial, and industrial purposes, fish bypass, and fire protection.*

- f. Environmental flow needs and water quality requirements of supply source water bodies.

*In order for the City to accurately consider the impact of the final remediation alternatives, they must conduct a robust and thorough evaluation of the hydrology and water quality impacts of proposed RCC dam construction and operations. In Task IX of the due diligence tasks, HDR will investigate hydrology, potential water quality, wetland, supply, and habitat impacts associated with each remediation alternative. The intent is for the remediated dam/s to continue meeting the City's water needs while simultaneously supporting in-stream flow, fish, and wetland habitats.*

- 7. What local, state or federal project permitting requirements/issues/approvals do you anticipate in order for the feasibility study to be conducted? If approvals are required, indicate whether you have obtained them. If you have not obtained the necessary permits/governmental approval, describe the steps you have taken to obtain them. If no permits are needed, please provide explanation.

*No permits or governmental requirements are necessary for these feasibility study activities. The proposed feasibility analysis will equip the City with adequate technical details regarding which environmental permits and other approvals are required to complete the proposed option. In addition to identifying permitting requirements, HDR will provide estimates about the level of effort, timeline, cost, potential risks, and mitigation alternatives.*

- 8. Describe the level of involvement, interest and/or commitment of local entities associated with the feasibility study. Describe how the feasibility study and/or proposed project will benefit/impact these entities. Attach letters of support if available.

*Those entities directly involved with the feasibility study include Oregon Fish and Wildlife, Lincoln County, Oregon Water Resources Dam Safety, Oregon Department of Geology and Mineral Industry (DOGMI), and other environmental and land use agencies that the City will need to engage to determine the impacts and concerns associated with the proposed project. The final report generated as a result of this feasibility study will identify future stakeholders that will need to be proactively engaged to move the project to the next phase.*

*As evidenced by the attached letters of support, other regional entities in support of the City's project include: a) State Representative David Gomberg's office (District 10); State Senator Arnie Roblan's office (District 5); Oregon Policy Manager (Charlie Plybon) from the Surfrider Foundation; and CEO (Vincent Bryan III) from the Whooshh Innovations.*

9. Identify when matching funds will be secured, from whom, and the dates of matching funds availability.  
*A total of \$674,420 in matching funds from the City will be budgeted in fiscal years 2016 and 2017. These matching funds will be in the form of cash contributions (\$300,000 in FYE16 and \$374,420 in FYE17) and in-kind support for City staff (\$30,000 in salary and fringe benefits) and overhead and administrative costs (\$39,193, which is approximately 8% of the total grant request).*

*Matching funds for fiscal year 2016 were approved in April 2015 and were available starting July 1, 2015. Matching funds for fiscal year 2017 will be secured in April 2016 and available to spend on July 1, 2016.*

10. Provide a description of the relevant professional qualifications and/or experience of the person(s) that will play key roles in performing the feasibility study. If the personnel have not been decided upon, include a description of the professional qualifications and/or experience of the person(s) you anticipate will play key roles in performing the feasibility study.

*City of Newport Key Personnel*

*Tim Gross, Director of Public Works for the City of Newport, will manage and oversee this grant. Tim has worked with the City of Newport for 5 years; 4 years as the Director of Public Works/City Engineer. Prior to joining the City of Newport, Tim spent 12 years working in the municipal sector and 6 years running the municipal engineering division for two different engineering consulting firms. He has a successful track record of managing complex public works projects to completion, on time and within budget. He also has extensive experience managing large federal, state and local grants, contract administration, managing consultants, and collaborating with diverse groups to achieve common goals. Mr. Gross has a BS in Civil Engineering from the University of Minnesota - Twin Cities.*

*Additional Key Personnel*

*Most tasks for the proposed project will be completed by the City's Dam Engineer of Record (HDR Engineering, Inc.), including the same technical team that conducted all previous work on the dam remediation investigations thus far. In 2012, the City of Newport selected HDR through a competitive qualifications-based selection process. The proposed work will build upon previous work HDR conducted on behalf of the City from 2011-2016, including the geotechnical analysis, alternatives analysis, and initial feasibility report funded by OWRD. Advancing the work will provide an important level of continuity and continued progress.*

*Verena Winter, PE, HDR Project Engineer/Project Manager. Verena is a skilled project manager, having led a variety of projects, including the City of Newport's CM/GC water treatment facility, the initial Newport dam explorations project, and other projects in Oregon. She understands the situation with the Big Creek Dams, having been on this project since the issue was discovered. Her insight, experience, and leadership will enable her to manage the HDR team and outside assistance to determine the design parameters and develop practical solutions. Verena holds a B.S. in Engineering Management from*

*Bauhaus University (Germany) and an M.S. in Environmental Engineering from Portland State University. She has been employed by HDR for 13 years.*

*Keith Ferguson, PE, HDR Principal Designer. Keith specializes in dam safety, dam engineering, soil and rock mechanics, foundation engineering, and design, including specialized experience related to the Cascadia Subduction Zone (CSZ). Since 1978, he has participated in more than 350 civil and mining engineering projects including evaluation, design and/or construction services for more than 160 dams and appurtenant structures (e.g. spillways, outlet works, diversion dams), pipelines and tunnel designs. Keith is a recognized expert in dam safety, seepage, and stability analysis of dams. Keith holds a B.S. and an M.S. in Civil Engineering from the University of Colorado at Boulder and has 35 years of experience in the field.*

*Tia Cavender, MA, GPC, President, Chase Park Grants will provide strategic planning and grant administrative services for the Big Creek Remediation Project. Tia is a certified grant professional with more than 15 years of grant experience in various public and private settings. As principal and lead consultant for Chase Park Grants, Tia counsels local government agencies and technical experts on innovative ways to secure funding for water infrastructure projects. She holds two masters degrees from the University of Colorado, and is a published author and frequent presenter at professional conferences.*

11. If the project concept is ultimately deemed feasible, describe how the project will be implemented. Response should include a tentative funding plan for project implementation (e.g. other state or federally sponsored grant or loan programs) and the project proponent's track record in implementing similar projects.

*The proposed project will be funded through a combination of revenue bonds, general obligation bonds, water rate revenue, government grants, and low-interest loans.*

*In addition to the traditional sources of financing this type of water storage project, the City will invest in pursuing government grants and low-interest loans. For example, the City could choose to pursue funding under three different public financing programs: a) OWRD Water Supply Development Account loan program, b) the Safe Drinking Water State Revolving Loan Fund, and c) the Clean Water State Revolving Loan Fund for the construction of the fish passage facility.*

*The City will continue to work with its grants consultant to identify grant opportunities for specific elements of constructing the new dam. For example, if the City decides to incorporate a volitional fish passage technology or hydropower facility, those types of projects can sometimes be funded through grants, which would decrease the amount of money taken out in loans. Several of the design features the City will consider during the design phase of the project (projected for FYE 2018-2019) are likely to be fundable through government and private grant programs.*

## Section B. Unique Criteria

**Instructions:** Address the set of items below that applies to the type of feasibility study that this grant will fund.

**Water Conservation** or  **Reuse**

1. Water Conservation or Reuse projects that are identified by the Department in a statewide water assessment and inventory receive a preference in the scoring process. Contact the Department's Grant Specialist to include your project on the inventory.
2. Explain how the associated project will either: (a) mitigate the need to develop new water supplies and/or (b) use water more efficiently. Reference documentation and/or examples of the success of similar or comparable water conservation/reuse projects that would be available upon request.
3. Provide a description of: (a) Local, state and/or federal permitting requirements and issues posed by the **implementation** of the project associated with the feasibility study and (b) property ownership status within the project implementation area. If permitting or other approvals are not needed please indicate and provide an explanation.

**Above-Ground Storage**

Please answer the following three questions **BEFORE** proceeding:

- Will the project divert more than 500 acre-feet of surface water annually?  Yes  No
- Will the project impound surface water on a perennial stream?  Yes  No
- Will the project divert water from a stream that supports sensitive, threatened or endangered species?  Yes  No

*If you answered "Yes" to any of these questions, by signature on this application, you are committing to include the following required elements in your feasibility study.*

Describe how you intend to address the required elements in your feasibility study:

- a) Analyses of by-pass, optimum peak, flushing and other ecological flows of the affected stream and the impact of the storage project on those flows.

*Task VI of the project will analyze hydrology, infrastructure flows and other ecological flows. The objective of this task is to refine the configuration of the spillway and outlet works of the new dam, and to develop an initial concept for fish passage around the new dam to use in discussions/negotiations with state regulators of the project.*

*This task will include appropriate updates of the estimate of the PMF inflow hydrograph, reservoir routing, and hydraulic analyses of the spillway structure to identify a cost-effective combination of spillway width to dam crest freeboard requirements. The outlet works, including the intake structure, will be designed to meet dam safety as well as operational requirements for both quantity and quality of water released from the reservoir. Fish passage analyses will be based on a possible fish passage facility incorporated into a natural drainage channel in the downstream left abutment area of the new dam.*

- b) Comparative analyses of alternative means of supplying water, including but not limited to the costs and benefits of water conservation and efficiency alternatives and the extent to which long-term water supply needs may be met using those alternatives.

*In 2015, the City of Newport commissioned a study to assess the feasibility of five different replacement projects for the Big Creek Dams. The study addressed how to deal with the City's existing dams, and confirmed that the Big Creek Reservoir must be remediated because being out of water or developing another source for water in a timely fashion are not viable options. Of those scenarios, an RCC dam replacement project was prioritized as the most feasible means to secure drinking water for the City into the future.*

*Newport currently delivers water conservation education and is seeking funding to invest in state-of-the-art automated water metering technology to conserve water supply, however it is not anticipated that those projects would lead to any significant additional water source to meet long-term water supply needs.*

*Via the City's regional, place-based planning efforts for the Mid-Coast region, additional water supply and reuse projects may be identified to meet demand on a broader scale. The place-based planning initiative will occur from 2016-19, and will occur in tandem with a Mid-Coast Basin Study, which will focus on the impact of climate change on future water supplies. Through these comprehensive water planning efforts, the City is studying all aspects of water needs and supply in the Mid-Coast Basin and the results of each study will inform the others.*

*The following is a list of stakeholders that are involved in a regional planning initiative to address water supply challenges in the Mid-Coast Basin. Starting in July 2016, this group will meet every other month to advance the development of an Integrated Water Resources Plan for the region. These local partners may be called upon to provide input when looking for stakeholder feedback, and the City will keep them informed as the feasibility study progresses. Because the City of Newport is the largest water provider in the Mid-Coast, local entities are interested in knowing the Big Creek water supply is intact and that its vulnerabilities are being adequately addressed. Additionally, multiple state agencies are interested in seeing this study executed, because what is learned can be applied to other Oregon communities in the future.*

- c) Analyses of environmental harm or impacts from the proposed storage project.

*Considerable effort to analyze environmental harm and potential impacts will be undertaken through the scope of work outlined in this proposal. Identifying potential environmental harm will be addressed in Tasks II, VI, IX and X.*

- d) Evaluation of the need for and feasibility of using stored water to augment instream flows to conserve, maintain and enhance aquatic life, fish life and any other ecological values.

*Task IX of the scope of work and tasks for this project will evaluate the need for and feasibility of using stored water to augment instream flows with the intent of maintaining and enhancing aquatic life, fish life and other ecological values.*

Is the proposed storage project for municipal use?

Yes     No

If "Yes," then please describe how you intend to address the following required element in your feasibility study:

- e) For a proposed storage project that is for municipal use, analysis of local and regional water demand and the proposed storage project's relationship to existing and planned water supply projects.

*The City of Newport Water System Master Plan adopted in 2008 and updated in 2010 projects current and future demand and raw water storage needs. The proposed option being studied in this feasibility study considers projected future need through the year 2030. A concurrent Place-based Planning Study being administrated by the City of Newport will analyze water needs and supply on a regional level, which will inform the report completed as part of the feasibility study.*

**Proceed in addressing the following items:**

1. Describe to what extent the project associated with the feasibility study includes provisions for using stored water to augment instream flows to conserve, maintain and enhance aquatic life, fish life or other ecological values. Projects that include the above provisions receive preference in the scoring process.

*Task IX of HDR's environmental analysis will examine impact to endangered species, stream flows, and required instream flows that will support aquatic life, fish life or other ecologic values. In cooperation with the appropriate agencies the project outcome will comply with all environmental regulations. Based on the required stream flow the dam will be designed to be able to release enough water to maintain the appropriate flows in local streams.*

2. Provide a review of: (a) Local, state and/or federal permitting requirements and issues posed by the **implementation** of the project associated with the feasibility study and (b) property ownership status within the project implementation area.

*Newport will prepare preliminary application coordination with USACE, which is anticipated to be the lead federal agency for the project. This will include assessment of necessary compliance programs including the National Environmental Protection Act, Endangered Species Act and Clean Water Act. Additionally, Newport will facilitate a one-day regulatory agency kickoff meeting and site visit in Newport, Oregon. Regulatory agencies with permitting/approval roles may include U.S. Army Corps of Engineers, Oregon Department of State Lands, U.S. Fish and Wildlife Service, National Marine Fisheries Service, Oregon Department of Fish and Wildlife, Environmental Protection Agency, Oregon Department of Environmental Quality, State Historic Preservation Office, and Oregon Water Resource Department. Topics will include the project description, areas of potential impact that relate to resources over which the agencies have regulatory authority, and the regulatory process. The meeting will culminate in an Environmental Compliance Process Framework, including schedule, next steps, roles and responsibilities, and key tasks and milestones.*

*Permits Include:*

- National Environmental Policy Act (NEPA)*
- Clean Water Act Section 404/401 and Oregon Removal-Fill permit including: Endangered Species Act Section 7; Magnuson Stevens Fishery Conservation and Management Act; National Historic Preservation Act Section 106; Migratory Bird Treaty Act; Oregon Fish Passage; Coastal Zone Management Act.*
- Bald and Golden Eagle Protection Act (if required)*

- Oregon Water Rights
- Clean Water Act Section 402 National Pollutant Discharge Elimination System (NPDES) 1200-C
- City of Newport Conditional Use Permit
- City of Newport Building, Electrical, Plumbing, Mechanical, Sewer/Water Permit
- Oregon State Engineer Design Review and Approval.

The City of Newport owns all property impacted by the proposed improvement. There are several private property owners who's public road access will be impacted by the project but provisions are being made to address and mitigate these impacts.

**Storage Other Than Above-Ground [Including Aquifer Storage and Recovery (ASR)]**

Please answer the following three questions **BEFORE** proceeding:

- Will the project divert more than 500 acre-feet of surface water annually?  Yes  No
- Will the project impound surface water on a perennial stream?  Yes  No
- Will the project divert water from a stream that supports sensitive, threatened or endangered species?  Yes  No

If you answered "Yes" to any of these questions, by signature on this application, you are committing to include the following required elements in your feasibility study.

Describe how you intend to address the required elements in your feasibility study:

- a) Analyses of by-pass, optimum peak, flushing and other ecological flows of the affected stream and the impact of the storage project on those flows.
- b) Comparative analyses of alternative means of supplying water, including but not limited to the costs and benefits of water conservation and efficiency alternatives and the extent to which long-term water supply needs may be met using those alternatives.
- c) Analyses of environmental harm or impacts from the proposed storage project.
- d) Evaluation of the need for and feasibility of using stored water to augment instream flows to conserve, maintain and enhance aquatic life, fish life and any other ecological values.

Is the proposed storage project for municipal use?

- Yes  No

If "Yes," then please describe how you intend to address the following required element in your feasibility study:

- e) For a proposed storage project that is for municipal use, analysis of local and regional water demand and the proposed storage project's relationship to existing and planned water supply projects.

**Proceed in addressing the following items:**

1. Underground storage projects that are identified by the Department in a statewide water assessment and inventory receive a preference in the scoring process. Contact the Department's Grant Specialist to include your project on the inventory.

2. Provide a review of: (a) Local, state and/or federal permitting requirements and issues posed by the **implementation** of the project associated with the feasibility study and (b) property ownership status within the project implementation area.

## V. Match Funding Information

Applicants must demonstrate a minimum dollar-for-dollar match based on the total funding request. The match may include a) secured funding commitment from other sources, b) pending funding commitment from other sources, and/or c) the value of in-kind labor, equipment rental, and materials essential to the feasibility study. For secured funding, you must attach a letter of support from the match funding source that specifically mentions the dollar amount shown in the “Amount/Dollar Value” column. For pending resources, documentation showing a request for the matching funds must accompany the application.

In the “type” column below matching funds may include:	In the “status” column below matching funds may have the following status:
<ul style="list-style-type: none"> <li>• <b>Cash</b> - Cash is direct expenditures made in support of the feasibility study by the applicant or partner*.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Secured</b> - Secured funding commitments from other sources.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>In-Kind</b> - The value of in-kind labor, equipment rental and materials essential to the feasibility study provided by the applicant or partner.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Pending</b> - Pending commitments of funding from other sources. In such instances, Department funding will not be released prior to securing a commitment of the funds from other sources. Pending commitments of the funding must be secured within 12 months from the date of the award.</li> </ul>

\*“Partner” means a non-governmental or governmental person or entity that has committed funding, expertise, materials, labor, or other assistance to a proposed project planning study. OAR 690-600-0010.

Match Funding Source (if in-kind, briefly describe the nature of the contribution)	Type (✓ One)	Status (✓ One)	Amount/ Dollar Value	Date Match Funds Available (Month/Year)
City of Newport -- FYE2016 (covering expenditures made between 7/1/15 and 6/30/16)	<input type="checkbox"/> cash <input checked="" type="checkbox"/> in-kind	<input checked="" type="checkbox"/> secured <input type="checkbox"/> pending	\$300,000.00	July 16
City of Newport -- FYE2017 (covering expenditures made between 7/1/16 to 6/30/17)	<input checked="" type="checkbox"/> cash <input checked="" type="checkbox"/> in-kind	<input checked="" type="checkbox"/> secured <input type="checkbox"/> pending	\$374,420.00	July 16
	<input type="checkbox"/> cash <input type="checkbox"/> in-kind	<input type="checkbox"/> secured <input type="checkbox"/> pending		
Oregon Water Resources Department -- Water Conservation & Storage Feasibility Grant Program	<input checked="" type="checkbox"/> cash <input type="checkbox"/> in-kind	<input type="checkbox"/> secured <input checked="" type="checkbox"/> pending	\$460,000.00	July 16
	<input type="checkbox"/> cash <input type="checkbox"/> in-kind	<input type="checkbox"/> secured <input type="checkbox"/> pending		
	<input type="checkbox"/> cash <input type="checkbox"/> in-kind	<input type="checkbox"/> secured <input type="checkbox"/> pending		
	<input type="checkbox"/> cash <input type="checkbox"/> in-kind	<input type="checkbox"/> secured <input type="checkbox"/> pending		
	<input type="checkbox"/> cash <input type="checkbox"/> in-kind	<input type="checkbox"/> secured <input type="checkbox"/> pending		
	<input type="checkbox"/> cash <input type="checkbox"/> in-kind	<input type="checkbox"/> secured <input type="checkbox"/> pending		
	<input type="checkbox"/> cash <input type="checkbox"/> in-kind	<input type="checkbox"/> secured <input type="checkbox"/> pending		

## VI. Feasibility Study Schedule

**Estimated Study Duration: April 1, 2016 to June 30, 2017**

Place an “X” in the appropriate column to indicate when each Key Task of the project will take place.

Feasibility Study Key Tasks	2016			2017				2018 & Beyond
	2 <sup>nd</sup> Qtr	3 <sup>rd</sup> Qtr	4 <sup>th</sup> Qtr	1 <sup>st</sup> Qtr	2 <sup>nd</sup> Qtr	3 <sup>rd</sup> Qtr	4 <sup>th</sup> Qtr	
<i>I Project Management</i>	X	X	X	X	X			
<i>II Survey of New Dam Site and Surrounding Terrain</i>	X							
<i>III Site Characterization and Explorations</i>	X	X						
<i>IV Design Criteria Memorandum</i>			X					
<i>V Engineering Evaluations and New Proposed RCC Dam</i>			X	X				
<i>VI Hydrology and Spillway, Outlet Works, and Fish Passage Analysis</i>			X	X				
<i>VII Access Road Preliminary Feasibility</i>		X	X					
<i>VIII Raw Water Pipeline Preliminary Design</i>		X	X					
<i>IX Environmental Permitting Assessment</i>		X	X	X				
<i>X Fish Passage and Alternative Review</i>		X	X	X				
<i>XI Cost Estimate and Schedule</i>			X	X	X			
<i>XII Pre- Design Report</i>				X	X			
<i>XIII Grant Administration, Reporting &amp; Strategic Planning</i>	X	X	X	X	X			
<i>XIV Administrative, Overhead and Facilities Administration</i>	X	X	X	X	X			

- **Please Note:** Successful grantees must include all invoices and identify which key tasks are associated with each invoice when requesting financial reimbursement.

## VII. Feasibility Study Budget

### Section A

Please provide an estimated line item budget for the proposed feasibility study. Examples would include: labor, materials, equipment, contractual services and administrative costs.

Line Items	Number of Units* (e.g. # of Hours)	Unit Cost (e.g. hourly rate)	In-Kind Match	Cash Match Funds	OWRD Grant Funds	Total Cost
Staff Salary/Benefits			\$30,000.00	\$0.00	\$0.00	30,000
Contractual/Consulting				\$674,420.00	\$460,000.00	\$1,134,420.00
Equipment (must be approved)						
Supplies						
Other:						
Administrative Costs**			\$39,193.00			\$39,193.00
<b>Total for Section A</b>			\$69,193.00	\$674,420.00	\$460,000.00	\$1,203,613.00
<b>Percentage for Section A</b>			<b>6</b>	<b>56</b>	<b>38%</b>	<b>100%</b>

\* Note: The "Unit" should be per "hour" or "day" – not per "project" or "contract."  $Units \times Unit\ Costs = Total\ Cost$

\*\* Administrative Costs may not exceed 10 percent of the total funding requested from the Department

### Section B

If grant amount requested is \$50,000 or greater, you **MUST** complete Section B. Key Tasks in Section B should be the same as the Key Tasks in Section VI (Feasibility Study Schedule).



## APPLICATION CHECKLIST

**Instructions:** Use this checklist to ensure that your application is complete. An incomplete application will jeopardize your application's review. **This form does not need to be included in your application packet.**

### General

If submitting electronically, the preferred format is either a Microsoft word or Adobe pdf

- Only one application is included with the packet (other applications must be sent separately).

### Paper submissions only

- The application and attachments are on 8 ½" x 11" paper.
- The application and attachments are single-sided.
- The application and attachments are not stapled or bound.

### Section I – Grant Information

- All questions in this section have been answered.
- The Grant Dollars Requested and the Total Project Cost mirror the totals shown in Section VII.

### Section II – Applicant Information

- All contact information for the applicant(s) and fiscal officer is complete and current.
- The certification is signed by an authorized signer.

### Section III – Feasibility Study Summary

- A brief summary, of no more than 150 words, is complete.

### Section IV – Grant Specifics

- All questions in Section A have been answered.
- If the type of feasibility study is water conservation, reuse or storage other than above-ground, you have contacted the Department and requested project be added to the Oregon Water Resources Department's statewide water assessment and inventory.
- All applicable questions for the type of grant requested have been answered.

### Section V – Match Funding Information

- Applicant has identified that at least 50 percent match has been sought, secured or expended.
- Letters of support are included for "secured" match funding sources.
- Documentation is included for "expended" match funds.
- Documentation is included for "pending" match funds.

### Section VI – Feasibility Study Schedule

- Estimated project duration dates have been supplied.
- All Key Tasks of the project are listed.

### Section VII – Feasibility Study Budget

- Section A is complete.
- Administration costs do not exceed 10 percent of the requested OWRD Grant Funds.
- If grant amount requested is \$50,000 or greater, Section B has been completed.
- All Key Tasks listed in Section B mirror the Key Tasks listed in Section VI.

ATTACHMENT A

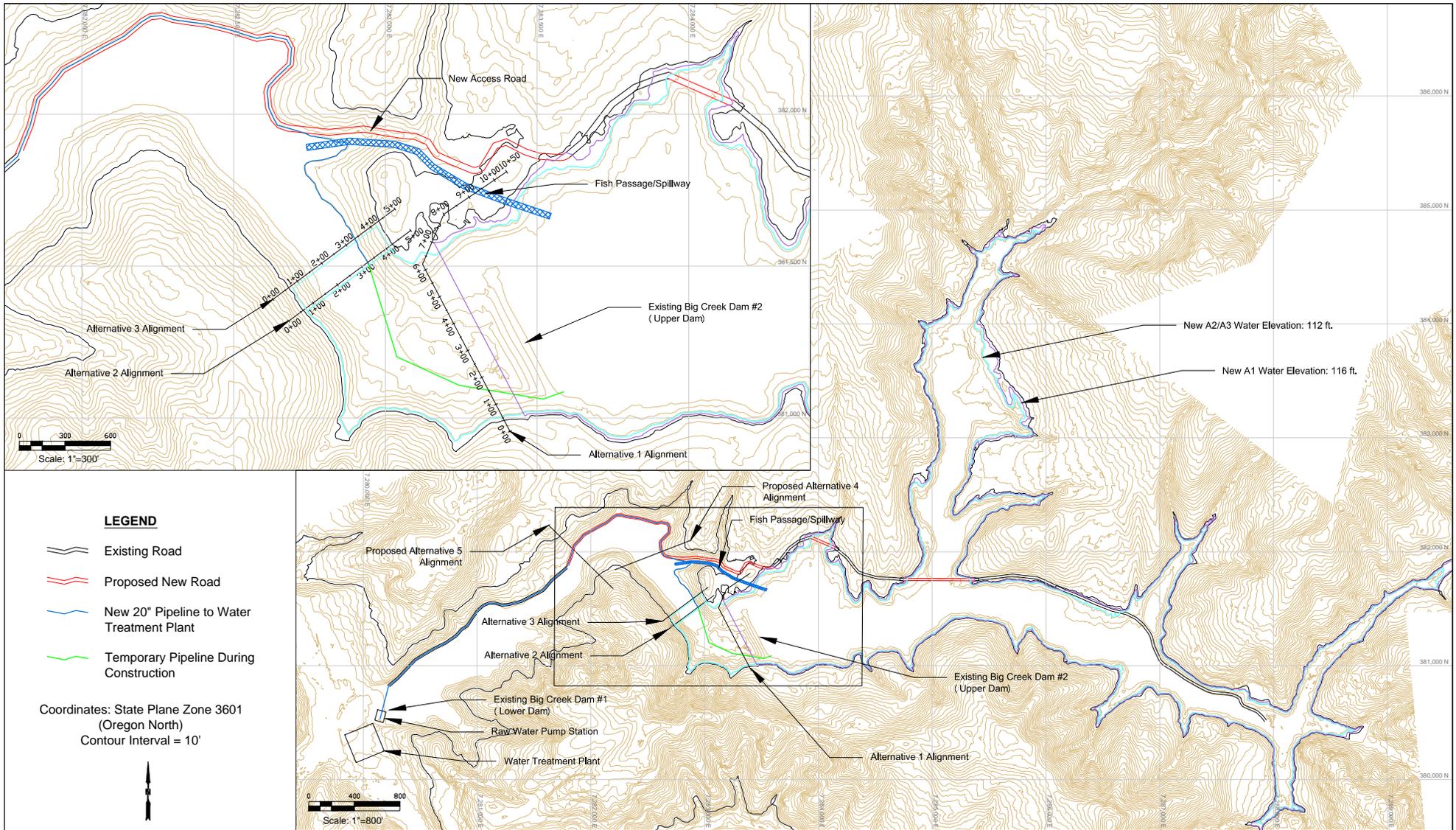
RELEVANT REGIONAL WATER MASTER PLANS

	A	B	E	F
	Partner	Description of Planning Document	Link to Agency Water Planning Documents, Programs or Mission Statement	Common Water Management Goals that Support Newport's Feasibility Project
1	City of Newport	City of Newport's Master Water Plan	<a href="http://newportoregon.gov/dept/pwk/mwp.asp">http://newportoregon.gov/dept/pwk/mwp.asp</a>	The City of Newport is looking for long term planning solutions to develop Rocky Creek dam and reservoir for regional storage, increase the storage volume of Big Creek Basin, develop desalination and utilize estuary or ocean water for potable water treatment, create fish passage for Coho Salmon via new technology.
2	City of Lincoln City, Oregon	City of Lincoln City, Oregon Comprehensive Plan, including Lincoln City Estuary Management Plan (1998)	<a href="http://www.lincolncity.org/vertical/sites/%7BDDC39B4D-9F7A-4251-AEA0-F594E7F89DDB%7D/uploads/Comprehensive_Plan_with_Amendments_for_Web_Posting_-_2014(1).pdf">http://www.lincolncity.org/vertical/sites/%7BDDC39B4D-9F7A-4251-AEA0-F594E7F89DDB%7D/uploads/Comprehensive_Plan_with_Amendments_for_Web_Posting_-_2014(1).pdf</a>	There are identified areas of water quality concern in the Lincoln City area, including: Devils Lake, Schooner Creek, and Drift Creek. (1998, p.39) There is a need for streambank protection; to reduce the amount of nutrients permitted to enter Devils Lake; to improve the sewage treatment facility to prevent further degradation of Siletz Bay and Schooner Creek; to explore alternatives to the Schooner Creek sewage outfall; and preservation of wildlife areas such as stream spawning beds and eagle's nests.  Lincoln City supports programs to resolve conflicts between the preservation of sensitive wildlife habitats and conflicting uses, with a goal to conserve, protect, and enhance the Siletz Bay Estuary.
3	City of Toledo	Master Water Plan	<a href="http://www.cityoftoledo.org/water-master-plan/">http://www.cityoftoledo.org/water-master-plan/</a>	Water Treatment and Water Storage Needs (e.g., Siletz Intake and Pump Station, Ollala Reservoir Pipeline Crossing, Skyline Drive Storage Tank). <b>The City is also developing a Water Master Conservation Plan beginning in January 2016.</b>
4	City of Depoe Bay	Water Management and Conservation Plan	<a href="http://filepickup.wrd.state.or.us/files/Publications/WMCP/Requested%20Files/Depoe%20Bay/Depoe%20Bay_Draft%20WMCP_1999.pdf">http://filepickup.wrd.state.or.us/files/Publications/WMCP/Requested%20Files/Depoe%20Bay/Depoe%20Bay_Draft%20WMCP_1999.pdf</a>	The City is currently developing an updated Water Master Conservation Plan. The City also has a Water Management Plan.
5	Seal Rock Water District	Seal Rock Water District's Master Water Plan	<a href="http://www.srwd.org/pdf/Master%20Plan.pdf">http://www.srwd.org/pdf/Master%20Plan.pdf</a>	The Seal Rock Water District (SRWD) is located in Lincoln County, Oregon, approximately in the center of the County coastline. The District serves the coastline between the cities of Waldport and Newport and at no point extends more than 1.5 miles inland from the beach. The current SRWD Boundary encompasses 6,505 acres, or 10.2 square miles. The district is looking into options to treat and supply their own water. Seal Rock currently purchases its water from Toledo.
6	Seal Rock Water District	Seal Rock Water District's Water Management and Conservation Plan	<a href="http://F11/filepickup.wrd.state.or.us/files/Publications/WMCP/Requested%20Files/Forecast_WMC%202012-2014/Seal%20Rock%20Water%20Dist_Final%20Revised%20WMCP_3_3_2014.pdf">http://F11/filepickup.wrd.state.or.us/files/Publications/WMCP/Requested%20Files/Forecast_WMC%202012-2014/Seal%20Rock%20Water%20Dist_Final%20Revised%20WMCP_3_3_2014.pdf</a>	This plan summarizes much of the information contained in the Seal Rock Water Master Plan and its two amendments and it includes data to support the requirements of outlined in OAR 690-086-0125(1)-(4).
7	Port of Newport	Port of Newport	<a href="http://www.portofnewport.com/index.php">http://www.portofnewport.com/index.php</a>	Mission statement: To build and maintain waterfront facilities, and promote/support projects and programs in cooperation with other community organizations and businesses that will retain and create new jobs and increase community economic development. Newport Fisheries Center: Mixed use facility that supports the fishing industry by acting as a "hub" for related activity.
8	The Confederated Tribes of the Siletz Indian	The Confederated Tribes of the Siletz Indians, 2005- 2015 Comprehensive Plan	<a href="http://www.ctsi.nsn.us/uploads/downloads/ComprehensivePlan/Ctsi%20Comprehensive%20Plan%202005-15%20Intro.pdf">http://www.ctsi.nsn.us/uploads/downloads/ComprehensivePlan/Ctsi%20Comprehensive%20Plan%202005-15%20Intro.pdf</a> <a href="http://www.ctsi.nsn.us/uploads/Ctsi%20Comprehensive%20Plan%202005-15%20Goals%20%26%20Objectives.pdf">http://www.ctsi.nsn.us/uploads/Ctsi%20Comprehensive%20Plan%202005-15%20Goals%20%26%20Objectives.pdf</a>	The Tribal staff work with various agencies through out the Northwest on environmental issues including working with the relicensing of Hydro Projects. They also have several other aquatics projects such as a fish hatchery, eel passage, and work on the Willamette Falls. Water quality is a focus so is leaving water instream for fish. Also expressed interest in including an assessment on projected tourism in the Basin.
9	Lincoln County, OR	Lincoln County Water Needs Analysis prepared by WHPacific and GSI (2008)	<a href="http://www.oregon.gov/owrd/LAW/docs/GrantSum/GA0032_09_Polk_County_Complete_App.pdf">http://www.oregon.gov/owrd/LAW/docs/GrantSum/GA0032_09_Polk_County_Complete_App.pdf</a>	The purpose of this report is to quantify currently available water resources in Lincoln County and evaluate whether existing sources can adequately meet future water demand through 2050. This study will: 1) document current average day and maximum day water demand; 2) forecast future water demand based on growth assumptions; and 3) compare currently available water supply to the projected future water demand.
10	Lincoln County, OR	Lincoln County Multi-Jurisdictional Natural Hazards Mitigation Plan (2009)	<a href="http://www.co.lincoln.or.us/sites/default/files/fileattachments/emergency_management/page/3785/nhmp.pdf">http://www.co.lincoln.or.us/sites/default/files/fileattachments/emergency_management/page/3785/nhmp.pdf</a>	Lincoln County developed this multi-jurisdictional Natural Hazard Mitigation Plan in an effort to assist Lincoln County, Lincoln City, Depoe Bay, Newport, Toledo, Waldport and Yachats to reduce the risk from natural hazards by identifying resources, information, and strategies for risk reduction. It will also help guide and coordinate mitigation activities throughout the County.
11	Midcoast Watershed Council, Rock Creek (Siletz) Watershed Assessment Final Report	Midcoast Watershed Council, Rock Creek (Siletz) Watershed Assessment Final Report	<a href="https://nrimp.dfw.state.or.us/web%20stores/data%20libraries/files/Watershed%20Councils/Watershed%20Councils_172_DOC_MCWC%20Rock%20Creek%20(Siletz)_v1.PDF">https://nrimp.dfw.state.or.us/web%20stores/data%20libraries/files/Watershed%20Councils/Watershed%20Councils_172_DOC_MCWC%20Rock%20Creek%20(Siletz)_v1.PDF</a>	The residents of Rock Creek were interested in developing a science-based management and monitoring plan to conserve the resources in the Rock Creek watershed (a tributary of the Siletz River). The primary goals of this assessment were to inventory and characterize watershed components and evaluate watershed processes that influence abundance and distribution of salmonids and other valued wildlife. Products of this assessment include monitoring and management recommendations, summary and a base map with GIS data layers, identification of information gaps and a plan for addressing those gaps.
12				

	A	B	E	F
1	Partner	Description of Planning Document	Link to Agency Water Planning Documents, Programs or Mission Statement	Common Water Management Goals that Support Newport's Feasibility Project
13	MidCoast Watersheds Council	An Approach To Limiting Factors Analysis and Restoration Planning In Sixth Field Sub-Watersheds	<a href="http://www.midcoastwatershedscouncil.org/images/assessment/limiting-factors/Methodology.pdf">http://www.midcoastwatershedscouncil.org/images/assessment/limiting-factors/Methodology.pdf</a>	This document describes an approach used in conducting limiting factor analyses of Coho salmon habitats in five small mid-coastal Oregon 6th field watersheds, including the Steere Creek (Siletz River Basin) and Rock Creek (Devils Lake drainage). The project was funded by the Oregon Watershed Enhancement Board (OWEB), and was administered by the MidCoast Watershed Council (MCWC).
14		Limiting Factors Assessment and Restoration Plan Rock Creek Tributary to Devil's Lake Lincoln County, Oregon (2003)	<a href="http://www.midcoastwatershedscouncil.org/images/assessment/limiting-factors/Rock%20Creek.pdf">http://www.midcoastwatershedscouncil.org/images/assessment/limiting-factors/Rock%20Creek.pdf</a>	Final Report Prepared for MidCoast Watershed Council in 1999. The report surveyed estuarine wetland sites in the Alsea and Yaquina basins and prioritized sites for protection and restoration activities.
15		Yaquina and Alsea River Basins Estuarine Wetland Site Prioritization Project (1999)	<a href="http://www.midcoastwatershedscouncil.org/images/assessment/1999_Tidal_Marsh_Assessment.pdf">http://www.midcoastwatershedscouncil.org/images/assessment/1999_Tidal_Marsh_Assessment.pdf</a>	Project to better understand the status and condition of streams and watersheds of the Yaquina and Alsea rivers.
16		MidCoast Sixth Field Watershed Assessment Final Report (2001)	<a href="http://www.midcoastwatershedscouncil.org/images/assessment/2001_6th-Field-Assessment.pdf">http://www.midcoastwatershedscouncil.org/images/assessment/2001_6th-Field-Assessment.pdf</a>	The study area for this assessment is composed of the Alsea, Salmon, Siletz, Yachats, and Yaquina River watersheds and those watersheds that drain directly to the ocean between Cascade Head and Cape Creek at Heceta Head (Ocean Tributaries).
17		MidCoast Watersheds Council Annual Report	<a href="http://www.midcoastwatershedscouncil.org/index.php/what-we-do/annual-reports">http://www.midcoastwatershedscouncil.org/index.php/what-we-do/annual-reports</a>	The MidCoast Watersheds Council is a local non-profit organization dedicated to improving the health of streams and watersheds of Oregon's central coast so they produce clean water, rebuild healthy salmon populations, and support a healthy ecosystem and economy. The Council works in an area of nearly one million acres, including all streams draining from the crest of the Coast Range to the Pacific, from the Salmon River to Cape Creek at Heceta Head.
18	Office of the Governor, State of Oregon	Executive Order 15-09: Directing State Agencies to Plan for Resiliency to Drought, to Meet the Challenge that a Changing Climate Brings	<a href="http://www.oregon.gov/gov/Documents/execute_orders/eo_15-09.pdf">http://www.oregon.gov/gov/Documents/execute_orders/eo_15-09.pdf</a>	Governor Kate Brown responded to Oregon's drought by signing Executive Order 15-09 Directing State Agencies to Plan for Resiliency to Drought, to Meet the Challenge that a Changing Climate Brings on July 27, 2015. The goal of the actions outlined in the Executive Order is to reduce non-essential water use in all state-owned facilities by an average 15 percent or more by December 31, 2020, and to work with private building owners who lease facilities to state agencies to reduce non-essential water consumption at their buildings.
19	Oregon Water Resources Department	Report to Governor Kate Brown Implementation of Executive Order No. 15-09 Directing State Agencies to Plan for Resiliency to Drought (November 2015)	<a href="http://www.oregon.gov/owrd/docs/FinalReportDroughtEO.pdf">http://www.oregon.gov/owrd/docs/FinalReportDroughtEO.pdf</a>	The goal of the actions outlined in the Executive Order is to reduce non-essential water use in all state-owned facilities by an average 15 percent or more by December 31, 2020, and to work with private building owners who lease facilities to state agencies to reduce non-essential water consumption at their buildings. This document is the first progress report to Governor Kate Brown.
20		Oregon's Integrated Water Resources Strategy (2012)	<a href="http://www.oregon.gov/owrd/LAW/docs/IWRS_Final.pdf">http://www.oregon.gov/owrd/LAW/docs/IWRS_Final.pdf</a>	State and place based planning, water management and development, protection of public health and ecological health, and stable funding. Our place based planning effort was modeled to achieve the goals outlined in the states strategy.
21	Oregon Department of Fish and Wildlife	Oregon Plan for Salmon and Watersheds Oregon Coast Coho Assessment Habitat Prepared by Oregon Department of Fish and Wildlife (2005)	<a href="https://nrimp.dfw.state.or.us/crl/Reports/AI/Oregon%20Coast%20Coho%20ESU%20Habitat%20Assessment.pdf">https://nrimp.dfw.state.or.us/crl/Reports/AI/Oregon%20Coast%20Coho%20ESU%20Habitat%20Assessment.pdf</a>	In this report, the status and trend of instream physical habitat conditions in the Oregon Coastal Coho ESU are assessed from ten variables collected by the ODFW habitat monitoring program from 198-2003. Habitat conditions are described at the scale of the ESU, four monitoring areas within the ESU, and by four land use categories (agriculture, urban, private forest, and public forest). The condition of habitat is compared among monitoring areas or land use categories.
22	National Oceanic and Atmospheric Association	Identification of Historical Populations of Coho Salmon (Oncorhynchus kisutch) in the Oregon Coast Evolutionarily Significant Unit (2007)	<a href="http://www.nwfsc.noaa.gov/assets/25/478_08302007_104459_HistPopsCohoTM79Final.pdf">http://www.nwfsc.noaa.gov/assets/25/478_08302007_104459_HistPopsCohoTM79Final.pdf</a>	The Oregon Coast Evolutionarily Significant Unit (ESU) of Coho salmon was listed as threatened under the U.S. Endangered Species Act in 1998. This report identifies species and ESU delisting goals, characterizes fish/abundance, identifies factors for decline and limiting factors for the ESU, identifies early actions that are important for recovery, and identifies research, evaluation, and monitoring needs. The report also includes climate data for the Oregon Coast ESU.
23		Final Assessment of NOAA Fisheries' Critical Habitat Analytical Review Team (CHART) For the Oregon Coast Coho Salmon Evolutionarily Significant Unit (2007)	<a href="http://www.westcoast.fisheries.noaa.gov/publications/protected_species/salmon_steelhead/critical_habitat/chart_report_oregon_coast_coho_chart_report_2007.pdf">http://www.westcoast.fisheries.noaa.gov/publications/protected_species/salmon_steelhead/critical_habitat/chart_report_oregon_coast_coho_chart_report_2007.pdf</a>	This report summarizes the results of the critical habitat analytical review team (CHART) charged with analyzing the best available data to assess biological information relevant to making a critical habitat designation for the Oregon Coast Coho salmon Evolutionarily Significant Unit (ESU).



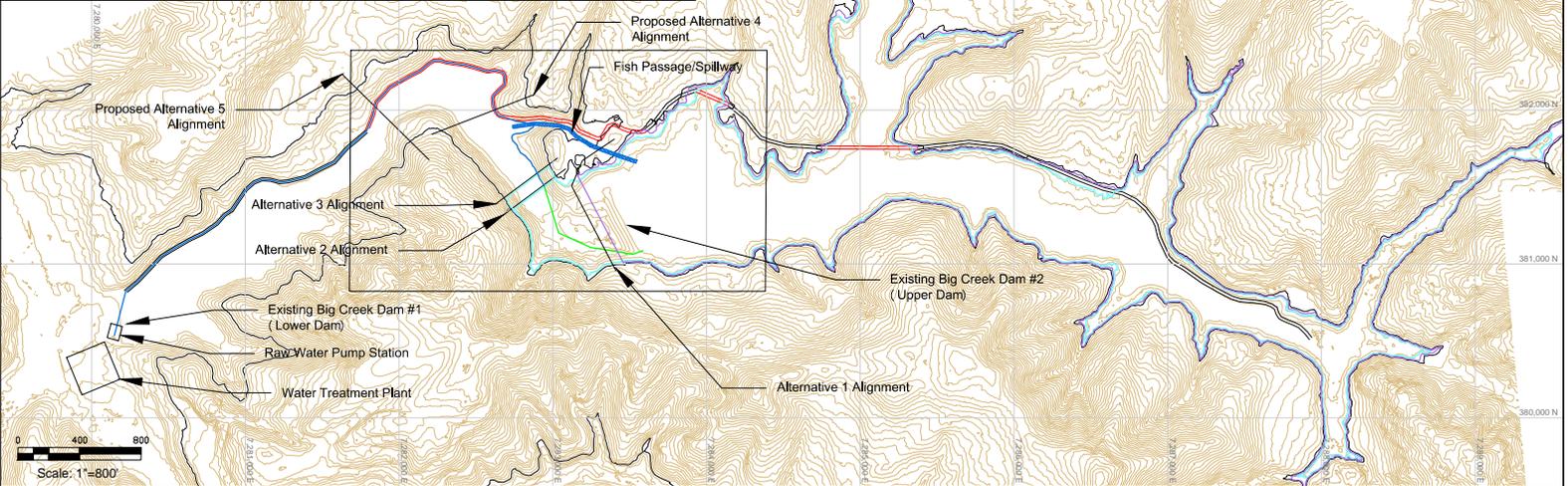
ATTACHMENT B  
DAM ALTERNATIVES OVERVIEW



**LEGEND**

-  Existing Road
-  Proposed New Road
-  New 20" Pipeline to Water Treatment Plant
-  Temporary Pipeline During Construction

Coordinates: State Plane Zone 3601  
 (Oregon North)  
 Contour Interval = 10'



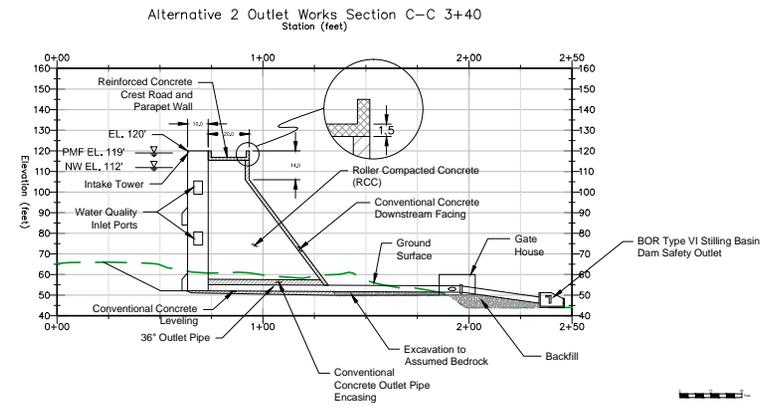
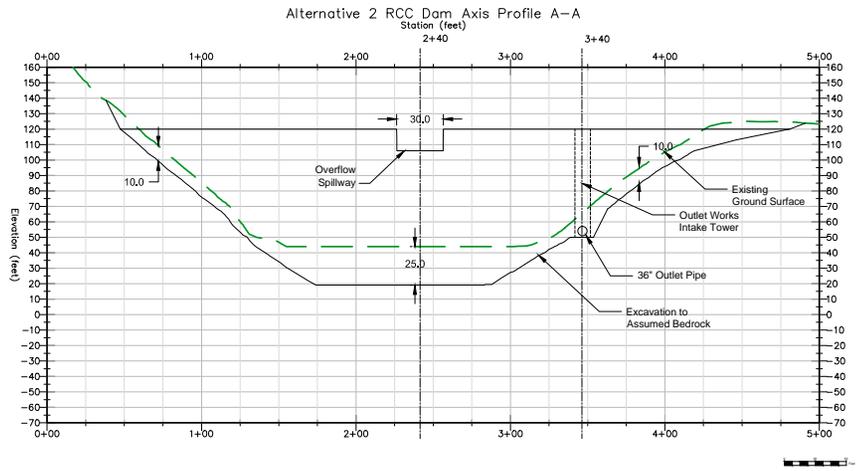
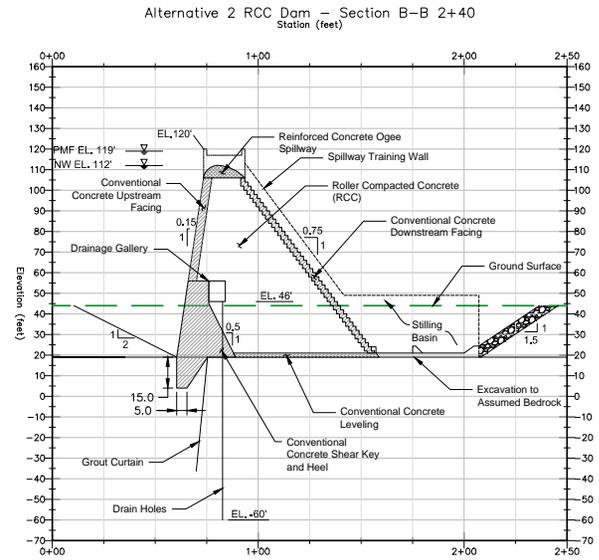
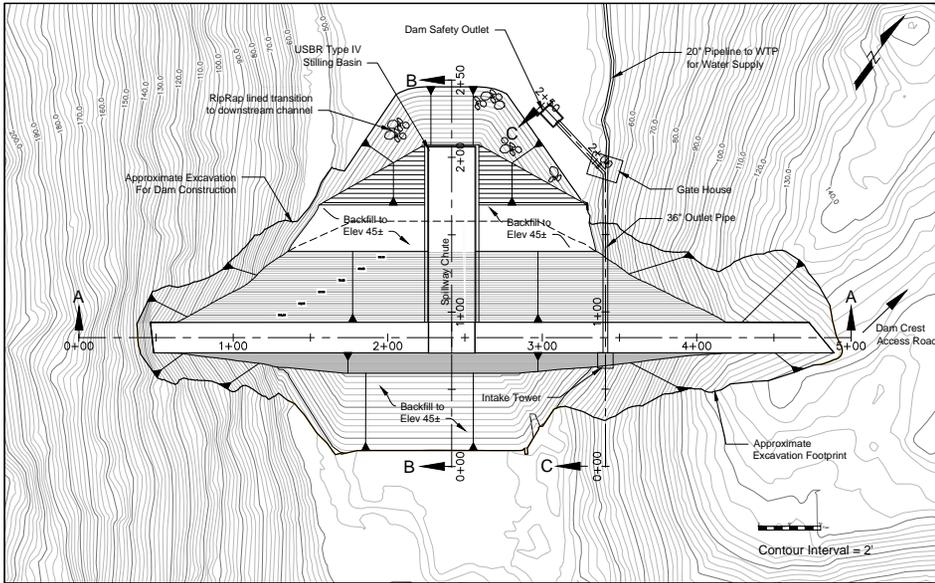
City of Newport  
 Dam Alternatives Overview

DATE  
 6-30-2015

FIGURE  
 1

ATTACHMENT C

ALTERNATIVE 2 RCC DAM



Embankment Volume:	44,723	CY
Excavation Volume:	30,000	CY
Excavation Area:	1.4	AC
Available Storage Volume:	2577	Ac-Ft
Normal Water Elevation:	112	ft
Dam Height:	101	ft



City of Newport  
Alternative 2 RCC Dam

DATE  
6-30-2015  
FIGURE  
3

ATTACHMENT D

PHASE 3 SEISMIC EVALUATION OF  
BIG CREEK DAMS #1 AND #2  
REPORT EXCERPT

## Executive Summary

HDR Engineering Inc. (HDR) has completed the Phase 3 assessment of the static and seismic stability of Big Creek Dam No. 1 (BC 1) and Big Creek Dam No. 2 (BC 2) for the City of Newport (City). This assessment included 1) an update of the seismic hazard characterization and characteristic earthquake time histories at the site based on the most recent research; 2) additional site characterizations including borings and cone penetration testing, sampling and laboratory testing; 3) analysis and evaluation of the field and laboratory test results; 4) developing a more detailed and comprehensive geologic model of the two dam sites along with generalized profiles and cross-sections for engineering evaluations; 5) an update of the previously completed seepage, static and post-earthquake stability analysis; 6) evaluating the expected seismic response (deformations) of both existing dams to a range of potential earthquakes at the site; 7) developing and evaluating alternatives for corrective actions for BC 1 and BC 2; 8) development of decision level cost estimates for the corrective action concepts; and 9) providing a preliminary environmental permitting overview for the corrective action concepts. The findings from this evaluation are summarized in this report.

## Verification of Seismic Response Deficiencies

The static and post-earthquake stability and seismic response analyses presented in this report have confirmed seismic deficiencies at both existing dams (BC 1 and BC 2). The estimated deformation of each dam in response to potential earthquakes suggests a high potential for significant damage and/or failure to occur.

Two methods of evaluation have been used to assess potential deformations including 1) the development of a numerical model based on an industry accepted “Newmark” analysis methodology, and 2) an empirical correlation between seismic loading and observed deformations at a variety of existing dam sites (i.e. case history data). The estimated crest deformations for both dams based on these methods were reasonably similar. The numerical evaluation method results reflect the more rigorous approach and predict larger potential deformations consistent with the unusually long duration of ground shaking that would be associated with a Cascadia earthquake event.

The selection of an appropriate earthquake loading conditions for dam safety evaluations and design represents a critical aspect of the study. The Cascadia Subduction Zone (CSZ) hazard is substantial (Richter Magnitude 9) and the understanding of this magnitude of event, and the corresponding peak ground accelerations, and duration of strong shaking that would result at the Newport dam sites is continuing to evolve throughout the industry. Based on the current standard of practice at both the state and federal levels of jurisdiction in the northwest, ground motions with expected recurrence intervals of up to 4975-years have been used as the basis of our assessment and design presented in this report.

## Alternatives for Corrective Actions

Based on the outcome of the stability analysis and evaluation, HDR developed three different alternatives to provide a solution for both dams that would provide adequate dam safety and for a continuous drinking water supply following a significant earthquake event. The repairs for BC 1 would be very costly for the gained benefit as the dam does not hold enough water

to pay off the costs of its remediation. A decision was made together with the City to not proceed with any corrective actions for BC 1.

Alternative 1 consists of a raise of BC 2 to include the current water storage from BC 1, recovery of storage in the upper reservoir due to sediment accumulation, and increased storage for future water demands in the city. This alternative presents some challenges as the existing reservoir and outlet works would need to stay operational during construction. The foundation excavation volume for this alternative is very large and sufficient construction material would have to be found to replace the excavated foundation material as well as the new embankment section. Because of the potential for significant deformations of the upstream slope of the dam, a new outlet structure would have to be built through the right abutment of the existing dam. Further, a spillway and fish ladder would need to be constructed. This alternative is doable but does not present the most cost effective and most feasible option.

Alternative 2 consists of a new roller compacted concrete (RCC) dam at a location just downstream of BC 2 where the topography of the valley narrows the most.

Alternative 3 consist of a new embankment (earthen) dam at the same location as Alternative 2.

Both alternatives 2 and 3 are acceptable solutions for corrective actions and represent a “least cost” solution for the project purposes outlined above.

## Decision Level Estimates of Probable Costs

Decision level cost estimates were developed for Alternatives 2 and 3. At this time, the costs exclude some important project elements as the extent and dimensions of those elements is unknown at this stage of the project. They also include some significant cost uncertainties and hence are not suitable for establishing project funding. Future preliminary design will be required to provide the basis for a funding level cost estimate. The Preliminary design should include such elements as the spillway for Alternative 3, fish ladder, access road, and pipeline to the water treatment plant.

From a decision making standpoint, the cost estimates show that both Alternatives are similar and that a decision on the preferred dam type and configuration can be based on a number of other considerations such as long term operation and maintenance, owner preference and cost risk uncertainties.. Based on discussions with the City, Alternative 2 is recommended for preliminary design. Should a significant issue be identified with this Alternative during the early stages of preliminary design, Alternative 2 can be pursued as the preferred configuration.

## Conclusions and Recommendations

Alternative 2 (RCC dam) provides a number of potential advantages to the City such as a relatively short construction timeline, proven seismic performance of concrete dams, lower cost uncertainty, smaller project impact footprint, and preferred spillway configuration

HDR recommends moving forward with a preliminary design of Alternative 2 (RCC dam). The preliminary design will include both geophysical, and boring characterization of the proposed site, a budget level cost estimate, environmental permit preparation, access road refinement, and additional modeling which is required by the state.

# 1 Introduction

HDR began working with the City of Newport in 2009 on the design and construction of a new water membrane filtration treatment plant. The water treatment plant is supplied with water stored in two man-made reservoirs in Big Creek, denoted Big Creek Dam No. 1 (BC 1) and Big Creek Dam No. 2 (BC 2). BC 1 reservoir is adjacent to the new treatment plant, and BC 2 reservoir is located approximately 1 mile upstream. These reservoirs were formed by the construction of an earthen dam at each location.

During construction of the new plant, geotechnical explorations were performed for the design of a new intake structure located in the BC 1 reservoir. A single boring drilled in October 2011 by Foundation Engineering, Inc. (FEI) showed foundation material to generally consist of very soft to soft clayey silt and very loose to loose silty sands. The initial boring and engineering evaluation also identified that the loose silty sand soils have a potential for liquefaction during a seismic event and that further dam safety related evaluations were indicated.

BC 1 is 315 feet long with a maximum height of 21 feet. The reservoir normally impounds 190 acre-feet of pool. The dam was designed by CH2M of Corvallis, Oregon and constructed by the City of Newport Public Works Department in 1951. Available design drawings depict the dam as a homogeneous compacted clay dam with embankment slopes of 1 vertical (V) on 3 horizontal (H) upstream and 1V on 2H downstream. Drawings show a 5-foot-thick granular drainage zone at the foundation level of the downstream third of embankment.

BC 2 was originally constructed in 1969 and modified and raised in 1975 and 1976. The dam was to be raised by 17 feet to an overall height of 56 feet and a length of 450 feet. The dam is shown with a central core trench and a downstream drainage system. Foundation materials are described as medium to stiff sandy silts over a weak siltstone. The CH2M-Hill, (CH2M-Hill, Predesign Report for the Raising of Big Creek Dam No. 2, City of Newport, Oregon, 4 Sep 1974), states that a seismic coefficient of 0.1 g was used for a pseudo-static analysis and a bedrock acceleration of 0.18 for a Newmark analysis which was used to estimate potential displacement during a seismic event.

## 1.1 Project Background

As a result of the potential dam safety-related concerns identified in the initial boring at the site, the City requested HDR perform a seismic evaluation of the embankment dams for both BC 1 and BC 2 reservoirs. This evaluation was completed in 2011 and 2012 and consisted of site investigations to characterize the dams' earthen and foundation materials, a probabilistic seismic hazard analysis (PSHA), a geologic hazard assessment, and geotechnical analyses to determine the stability of the dams in the event of potential seismic events. The initial site investigation and characterization program consisted of borings, cone penetration testing, seismic refraction geophysical testing, and laboratory testing.

## 1.2 Previous Report and Results

In February 2013, HDR submitted the “Big Creek Dam No. 1 and No. 2 Preliminary Geotechnical Investigation and Seismic Evaluation” report (February 2013 Report). This is subsequently referred to as the Phase 2 investigation program. The report described the site characterization program, the soils testing program, an evaluation of the results, and the engineering analysis for the two dams. The report included regional and site geology, seismic hazards, preliminary models of subsurface conditions, results of the seepage and stability analysis, and recommendations for the two dams.

The recommendations included the following:

- The seismic safety of BC 1 was estimated to be marginal while a significant safety deficiency was identified at BC 2.
- Additional site characterizations were recommended in order to further refine stratigraphic models of the existing structures, confirm the mineralogical origin of the soils and the corresponding reasons for the low densities, further refine the engineering properties and behavior of the foundation and embankment soils, and reduce uncertainties that occurred with the limited data sampling conducted. The additional data would also be used to support alternative design concepts.
- An update of the time histories was necessary as the U.S. Geological Survey (USGS) guidelines and regulations had changed due to the available research data from the most recent Chile and Japan subduction zone earthquakes. This was necessary to create alternatives that comply with the most recent safety standards and available design criteria.
- Additional laboratory testing was recommended to further examine the soil characteristics of the additional site explorations and refine the soil properties.
- Further engineering analyses were recommended to include the newly analyzed data and use it for computer models to simulate the behavior of the dams in case of a seismic event.
- Based on the findings of the additional analysis, corrective actions would be developed to mitigate the stability problems of the two dams. A range of rehabilitation concepts and methods was recommended for the next phase of the project.

The results presented in this report have subsequently been described as the Phase 2 investigation program.

## 1.3 Scope of Current Phase

Beginning in July 2014, HDR performed additional (Phase 3) site characterization and further engineering evaluations including concept design/alternative evaluations to reduce the risk of a dam failure for BC 1 and BC 2 in case of a seismic event. The original Phase 3 scope for the project included: additional site explorations, sampling and laboratory testing at both the BC 1 and BC 2 sites; updating the seismic hazard characterization of the site; developing site hydrology that would be used to assess spillway requirements for modified dam configurations; establishing analysis parameters through integrated evaluation of both the field and laboratory test data; updating the



previously completed seepage, static and post-earthquake stability analyses; evaluating new seismic response with Newmark Sliding (Rigid) Block analysis based on a more comprehensive geologic model of the site; and developing and evaluating alternatives for corrective actions at both BC 1 and BC 2.

HDR performed initial engineering analysis for existing conditions and for alternative configurations involving corrective actions to mitigate the seismic stability problem for both dams in order to develop opinions on the preferred configuration of corrective actions. During the progress of the work, based on input from the City, HDR modified the approach of the corrective action alternatives to include three potential configurations at or near the BC 2 site that each included the following components of water storage along with remediation of dam safety deficiencies:

Upper Reservoir Storage:	970 acre-feet
Lower Reservoir Storage transfer:	200 acre-feet
Upper Reservoir Sediment Recovery:	100 acre-feet
Future Storage Allowance:	<u>1,000 acre-feet</u>
<b>Total Storage:</b>	<b>2,270 acre-feet</b>

The original scope of work also included a risk-based assessment to establish the appropriate level of seismic loading to be included in the design, a review of environmental conditions and clearances that would be needed, consultation with the City Engineer and the State Engineer at the Oregon Water Resources Department for dam safety, and preparation of appropriate reports and decision documents.

As a result of the revised storage and configuration requirements for the project described above the risk-based assessment to establish the appropriate seismic design criteria was removed and a preliminary design criteria of a 4,750-year seismic event was used to configure the alternatives. In addition, the scope of engineering analyses was modified in order to complete the engineering analyses within existing budget limits. The approach to engineering analyses was made in order to include evaluation of the concrete dam alternative by: 1) using a Newmark deformation analysis in lieu of a FLAC analysis for the embankment alternatives, and 2) performing a response spectrum evaluation of the concrete dam configuration.

## 1.4 Project Team

The Project team for the Phase 2 studies presented in this report included HDR as the principal engineer, with support from Cornforth Consultants (Cornforth), the Geotechnical Earthquake Engineering Department of the University of California, Davis (UC Davis), and Marine + Earth Geosciences (MEG).

Cornforth completed the update to the seismic hazards to the most current USGS standards and also supported the field explorations and index property laboratory testing for the samples.

UC Davis provided support to develop the laboratory testing plan and interpretation of field and laboratory testing data based on their research experience.

MEG provided the laboratory testing for all undisturbed samples.

HDR developed and directed the field and laboratory testing program, provided geologic models of the existing dams along with the engineering evaluation of the dams. Based on the outcome of the engineering analysis, HDR developed concept designs for the Alternatives described in this report along with decision level cost estimates. Three alternatives to mitigate the seismic hazard were identified. HDR also provided a preliminary review of project hydrology, and environmental review which entails a list of the necessary environmental permits associated with the proposed alternatives.

Key HDR personnel for this project included the following:

Verena Winter, P.E.	Project Manager
Keith A. Ferguson, P.E.	Principal Engineer
Scott Anderson, P.E.	Senior Geotechnical Engineer
John Charlton, P.G.	Senior Engineering Geologist
Andrew Little, EIT	Project Engineer
Michael Woodward, EIT	Project Engineer
Richard Hannan, P.E.	Technical Review
Farzad Abedzadeh, PE, PhD	Senior Dam Structural Analyst

## 2 Phase 3 Site Characterization and Evaluation Results

Additional site characterizations and evaluations were performed during Phase 3 and are summarized below.

### 2.1 Seismic Hazards and Time Histories

A seismic hazard update in support of this phase was performed based on information from recent large subduction zone earthquakes and newly released probabilistic seismic hazard maps as well as the newly released updated regional seismicity and potential ground motions from USGS's 2014 Probabilistic National Seismic Hazard Maps (NSHM) and supporting documentation. The newer information was compared to the results of the February 2013 report and Cornforth provided additional seismic hazard information and acceleration time history parameters for the site evaluation. The revised seismic hazard analyses and updated information are provided in Appendix A.

### 2.2 Site Explorations

Subsequent to the initial boring completed at the BC 1 site, field investigations to characterize the site subsurface conditions have occurred during two additional phases. The initial boring at BC 1 occurred in 2010 when the problem was discovered. The results of that boring were included in the previous report from February 2013. The second phase of explorations occurred in December 2011 through January 2012. These investigations consisted of mud rotary and hollow stem auger drilling, cone penetrometer testing, and a surface geophysical survey. The results of Phase 2 were included in the report from February 2013 as well. The third phase of investigations occurred in November/December 2013 and is described in this report. This Phase 3 program consisted of mud rotary drillings and cone penetrometer testing, disturbed and undisturbed sampling, and laboratory testing. A detailed discussion of the Phase 3 program of field investigations is presented in Appendix B.

#### 2.2.1 Boreholes and Cone Penetration Testing Results

The 2013 investigations consisted of additional borings, and cone penetration testing at the BC 1 and BC 2 sites. The drilling work was performed by Western States Drilling and the cone testing was done by Northwest Geophysical Associates, Inc. as a subcontractor to Western States. The borings and cone soundings were necessary to better define the stratigraphy at the site including a better definition of the top of rock, and to collect disturbed and undisturbed soil and rock samples. Continuous Standard Penetration Testing (SPT) was performed in all bore holes. In addition to the SPT data, the procedure also allowed for the collection of disturbed soil samples. Further, undisturbed samples were obtained with 3-inch-diameter thin-walled Shelby tube samples at selected depths in the borings using a fixed piston sampler. The disturbed and undisturbed samples were needed for the second phase of laboratory testing.

The subsurface materials encountered in the BC 1 exploratory bore holes generally consisted of approximately 60 feet of silty sand, clayey silt, and silty clay alluvium

overlying Nye Mudstone. The subsurface materials encountered in the BC 2 exploratory bore holes generally consisted of approximately 10 to 15 feet of silty sand and clayey silt alluvium, overlying approximately 30 to 35 feet of silty sand, clayey silt, and silty clay alluvium/colluvium, overlying Nye Mudstone.

Two Seismic Cone Penetration Test (SCPTu) soundings with pore pressure measurements were advanced at the BC 1 site and four were advanced at the BC 2 site. The two SCPTs at BC 1 and two SCPTs at BC 2 were advanced near existing borings to provide a comparison between the SCPT data and SPT data. The SCPT tip resistance, sleeve friction, and pore water pressure was measured at 2-inch increments as the SCPT instrument was pushed at a constant rate of 2 centimeters/second. Shear wave velocity and pore water pressure dissipation measurements were conducted at selected depths at all locations. Each of the four SCPTu explorations at BC 2 showed lower permeabilities at the upper elevations and slightly higher permeability with depth. All SCPTs were terminated at refusal. SCPT data is presented in Appendix B.

## 2.2.2 Laboratory Testing Results

Laboratory testing of soil samples collected from the 2013 site exploration were taken to MEG in Vancouver, British Columbia and, in conjunction with guidance from Dr. Jason DeJong at the University of California at Davis and HDR, a laboratory test program was developed.

The laboratory testing program was developed using Stress History and Normalized Soil Engineering Properties (SHANSEP) framework, which accounts for the stress history and the anisotropy of the soils due to different modes of shearing that are encountered during slope stability analysis. The three modes are triaxial extension near the toe of the slip surface, triaxial compression at the head of the slip surface, and direct simple shear along the base and transitions of the slip surface.

Radiography (x-ray) of the undisturbed samples was performed to evaluate the suitability of the samples for testing and develop a testing plan for the range of samples taken during the exploration. Consolidation testing consisting of load-increment ratio (LIR) and constant strain rate (CSR) consolidation methods were used to evaluate the sample disturbance and stress history profile with depth. Selected samples were then evaluated in shear by direct simple shear (DSS), isotropically consolidated triaxial compression (CIUC) testing. The SHANSEP method assumes that the behavior of the soil can be represented by the undrained shear strength,  $S_u$ , divided (normalized) by the effective overburden pressure,  $\sigma'_{v0}$ , with other parameters to take into account the overconsolidation ratio (OCR) and the shape of the curve, the exponent  $m$ . To evaluate the suitability of the SHANSEP framework to represent the behavior of the soil, samples were consolidated to three to four times the estimated pre-consolidation pressure identified in consolidation tests corresponding to an OCR of 1 (the soil is considered normally consolidated at this OCR). Several of the test samples were consolidated to three to four times the pre-consolidation stress and then unloaded to an overburden stress that corresponds to a known OCR, typically an OCR of approximately 4. The plots of these tests can be found in Figure D-1.5 in Appendix D. Individual test results are also found in this Appendix D. The result is a framework with which to evaluate the strength of the soil with depth and OCR.

Cyclic DSS (CycDSS) testing was performed to evaluate strength degradation with cyclic loading. Based on the CycDSS testing the soils appeared to have little to no strength degradation to 100 cycles and Post-CycDSS testing yielded soil strengths nearly the same as samples tested in static DSS. A strength reduction was evaluated by using Figure D-1.8 in Appendix D and the average plasticity index from the soils encountered. A reduction of 20 percent was conservatively used to degrade the strength properties from the peak undrained strength to the post-earthquake undrained strength.

## 2.3 Engineering Parameters and Assessment

The parameters developed in the laboratory testing program and those calculated and estimated based on SCPTu were used for assessing the existing dams with respect to seismic loading. Permeability values were evaluated from SCPTu dissipation testing and laboratory consolidation testing results. A set of upper and lower bound permeability values were used in the seepage analysis and subsequent stability analysis of the dams. The upper and lower bound values did not result in significantly differing Factors of Safety (FOS) for stability.

Based on the laboratory testing program and the in-situ testing which was calibrated to the laboratory testing data, the slope stability models were updated to use the SHANSEP parameters for the alluvial soils in the foundation. A maximum OCR of 4 was used, neglecting the higher OCR values in some samples that were a result of desiccation and shear stress bias at the toes of the dam where samples were collected and SCPTu testing performed. Figure D-1.4 of Appendix D shows the variation of OCR with depth for the free field environment. The dams themselves increase the overburden stress of the foundation soils and thus reduce the OCR of the underlying soils.

Use of the Field Shear Vane (FSV) and SCPTu was complicated by the drainage conditions within the soils encountered. Intermediate types of soils were encountered exhibiting characteristics of both sand-like and clay-like soils. The drainage conditions complicated the interpretation of both the FSV and SCPTu tests; however the use of dissipation testing as part of the SCPTu soundings assisted in identifying the soils that may be experiencing some degree of drainage conditions during the cone penetration testing. This determination was one of the key Phase 3 exploration program findings and helped to limit the use of the parameters estimated from the in-situ testing. Based on the dissipation and laboratory testing, the SCPTu results were subsequently calibrated with the laboratory testing strengths. This allowed the SCPTu test to validate the SHANSEP framework and parameters. As a result, the Phase 3 program found that with the strength of the foundation materials remaining relatively constant across the entire depth of these materials with appropriate consideration of OCR and overburden pressures.

Results of the engineering parameters evaluation are described in more detail in Appendix D.

## 2.4 Seismic Deficiency Verification

Based on the Phase 3 exploration, laboratory testing and engineering analyses a significant seismic deficiency was verified at BC 1. Analysis results indicated that this dam would be expected to fail by settlement and overtopping under seismic loading for recurrence intervals of 2,475 and 4,975 years. More frequent events, such as the 475-

and 975-year would likely result in significant damage to the dam, outlet works, water supply pump station, and ability to operate the reservoir. The location and configuration of the critical potential failure surface at BC 1 is very deep, making remediation of the site very challenging and expensive. Given the small amount of storage in the reservoir and the very large anticipated remediation costs, rehabilitation of this dam is judged as non-feasible.

The upper dam, BC 2, also has unacceptable deformations (settlement) during the 2475- and 4,975-year recurrence interval seismic events and would also likely fail due to overtopping and/or seepage through transverse cracks that would develop under these loading conditions. Similar to BC 1, the dam would also likely experience significant damage during earthquakes with more frequent return periods. While the upstream slope for BC 2 may be buttressed by some sediment that has accumulated in the reservoir, analysis results indicate that deformations of the upstream slope of BC 2 would be significant for the larger seismic events resulting in damage or failure of the outlet works, intake structure, and discharge pipeline.

A comparison of the estimates of embankment dam deformations using the Newmark analysis numerical methodology presented in this report with case history data and estimated crest deformations using the empirical methodology from Swaisgood (2003) was made to verify results and conclusions. Using the Swaisgood methodology with the range of estimated peak ground accelerations at the Newport sites for different recurrence interval Cascadia earthquake events indicate that for similar embankment dam case histories in the data base, crest deformations ranged from as little as 1.2 inches for the 475-yr return period peak ground acceleration to over 478 inches for the 4,975-yr. return period peak ground accelerations.

Based on the performance of these similar dams, estimated deformations in the range of 24 to 60 inches have a moderate to high potential for very significant damage or failure. When deformations are estimated to be in this range for these recurrence interval earthquake events, the standard of care within the dam engineering community in the US and internationally would suggest that there is dam safety deficiency and justification to take action to mitigate that deficiency. Estimated deformations of over 60-inches have a high to very high likelihood of complete failure of the dam section and not only is there a deficiency, but justification to take more expedited actions to reduce the risk of failure of the dam.

Swaisgood's estimates of percent settlement are based on the combined thickness of the dam height and the thickness of the underlying loose and/or low density alluvial soils. It should be noted that the case histories only include data up to a PGA of approximately 0.71 g and that extrapolation was necessary to project the regression line to the levels of PGA anticipated for the 2,475 and 4,975-year return period events at the Newport sites. A summary of the estimated deformations from the Newmark analyses along with Swaisgood empirical methodology is provided in Table 1 below. Note that the table cells have been colored to represent the deficiency and action categories described above. The orange cells suggest the deficiency and moderate justification for corrective actions. The red cells suggest a deficiency and justification for more expedited corrective actions. The green cells indicate deformations that are below the level associated with a safety deficiency and need for corrective actions.



Results of engineering analyses and seismic deficiency verification evaluations are presented in more detail in Appendix D.

**Table 1: Summary of Estimated Embankment Crest/Downstream Slope Deformations at BC-1 and BC-2**

Recurrence Interval Event (years)	Estimated Peak Ground Acceleration (PGA – g's)	Est. Deformations - Empirical (Swaisgood, 2003) (inches)			Est. Deformations – Newmark (inches)		
		Lower Bound	Best Estimate	Upper Bound	Lower Bound	Best Estimate	Upper Bound
BC 1							
2475	0.79	15	33	68	50	>76	90
4975	1.12	218	478	>478	116	>160	184
BC 2							
2475	0.79	15	33	68	32	>48	54
4975	1.12	218	478	>478	56	>96	112

### 3 Alternatives for Corrective Actions

Based on the results of the Phase 3 explorations, laboratory analysis, and the related engineering assessment, it became apparent that rehabilitation of the lower reservoir, BC 1, is non-feasible from an economic standpoint. The location and depth of the critical potential failure surface through the foundation soil underneath the dam makes mitigation of BC 1 very expensive relative to the amount of storage that is in the reservoir. Consequently, based on discussions with the City, HDR evaluated alternatives to mitigate BC 1 by transferring its current storage capacity to the upstream BC 2 remediation alternatives.

#### 3.1 Alternative Options

The decision to not include BC 1 in the corrective action scenario led to increased storage capacity requirements for BC 2. Additional storage for anticipated sedimentation in the reservoirs and for future storage was also included. Future storage was based on the population projection from the 2008 Water System Master Plan (Civil West Engineering Services, Inc.). The Water System Master Plan indicates a need for a 30 percent increase in water supply by 2030. Table 2 lists theoretical storage capacities for the current reservoirs and for the future solution. The maximum theoretical future storage capacity of 2,270 acre-feet (ac-ft) was used for the configuration level layouts and cost estimates for modifications to BC 2.

**Table 2. Reservoir Storage Capacities**

Description	Upper Reservoir Storage (ac-ft)	Lower Reservoir Storage (ac-ft)	Sediment Storage Allowance (ac-ft)*	Future Storage Allowance (ac-ft)**	Total Storage Allowance (ac-ft)***
Replace Existing Storage	970	200	100	0	1,270
Minimum Future Storage	970	200	100	380	1,650
Maximum Future Storage	970	200	100	1000	2,270

\* Future storage allowance equals an increase of 30 percent of current storage capacities combined

\*\* Indicates estimate of current and future sediment in upper reservoir to be recovered by increased reservoir storage

\*\*\* Future storage allowance to be based on approximate minimum and maximum estimates of drought and other supply needs over 20- to 50-year planning horizon. These numbers should be appropriate building blocks for an enlargement project Purpose and Need statement that can be approved under appropriate environmental compliance activity

The project team identified five different alternatives upstream of BC 1 to secure the drinking water source for the City. All alternatives were considered but only three remained feasible and underwent an analysis. All alternatives listed below are conceptual and would require further refinement during the next phase of the project.

Figure 1 shows the five different dam axis considered for the alternatives (All figures are located at the end of this report).

### 3.1.1 Alternative 1: Raising and Modifying the Existing Dam

Alternative 1 includes raising the existing upper dam (BC 2) to achieve the necessary seismic safety and storage capacity. The new crest of this embankment dam would be downstream of the existing crest as the existing reservoir and dam need to stay in operation during construction. The raised dam would be a continuation from the existing upstream slope at a new 3H:1V (Horizontal:Vertical) slope rising to a total dam height of 111 feet at elevation 131 feet. The new water surface elevation would be at elevation 116 feet for a normal water pool. The new crest would be 20 feet wide and the downstream 3:1 slope would extend into the valley downstream of the existing upper dam.

The dam would have an internal filter and drainage system. The foundation soil of the existing dam would remain in place and the foundation soil for the new portion of the dam would be excavated to bedrock and replaced with suitable compacted dam material.

A new outlet structure consisting of a multi-inlet sloping intake structure and a 36-inch discharge pipe installed in a new tunnel system in the right abutment of the dam and discharging through a control structure into a 20-inch diameter treatment plant pipeline, or 36-inch diameter dam safety discharge to the stream channel. The sloping intake structure would have different inlet ports for water quality purposes so water could be drawn from different elevations of the reservoir. The upstream portion of the outlet pipe would be routed through the right abutment of the dam in a micro-tunnel system creating a seal from the reservoir. This pipe would discharge into an outlet vault within the abutment near the dam axis centerline and then through a 10-foot-diameter access tunnel until it daylights at the control structure. The spillway and fish ladder would be routed to the north side of the dam. Figure 2 includes details of this embankment alternative.

Advantages of this alternative include reasonably well-defined foundation geometry, the properties of the existing dam materials have been tested and are well understood, the footprint for the addition would be small compared to a new dam, and a cofferdam and dewatering requirements at the downstream side should not be excessive.

Disadvantages include the possibility that construction of a new outlet and spillway may require the existing dam be taken out of service for a period of time (which may cause water supply issues), only the downstream side of the dam is being seismically stabilized and there would still likely be significant damage to the upstream portion of the embankment during a significant seismic event, and the construction schedule for excavating and embankment construction would be limited due to the short construction season for embankment placement.

This alternative would have significant costs associated with construction of the new outlet works described above.

### 3.1.2 Alternative 2: New RCC Dam

Alternative 2 includes a new gravity dam structure constructed out of roller compacted concrete (RCC) downstream of the existing upper dam (BC 2) at a location where the valley narrows topographically and offers the possibility of a least cost dam project. The new dam would be located within the existing lower reservoir just downstream of the existing upper dam. This dam would have a height of about 100 feet with the crest at elevation 120 feet. The normal water surface elevation would be at 112 feet. The foundation soil would be excavated and the new dam placed on suitable bedrock. The spillway chute and stilling basin would be over the central portion of the dam. The vertical concrete intake tower would be integrated into the upstream face of the dam and would have intake ports at different levels so water can be drawn from different depths for water quality purposes. From the intake tower a 36 inch outlet pipe would be routed through the base of the dam until it daylights at a gate house and forks into the 20-inch raw water pipe which is connected to the water treatment plant, and into the spillway stilling basin to provide a low level dam safety outlet. Structural details would have to be defined at a later point in time but seismic modeling of the new dam showed the need for a conventional concrete shear key and upstream heel section to provide adequate resistance to cracking and sliding in case of the larger seismic events. The facing, spillway portion, stilling basin, and crest road of the dam would also be conventional concrete. Figure 3 includes details of this RCC alternative.

Advantages of this alternative include a more robust structure that is less susceptible to damage from seismic or hydrologic events, a smaller footprint requiring less excavation than a new embankment dam, smaller quantity of material required for the RCC dam, constructed of material that can generally be placed year around, the ability to incorporate the spillway and outlet work into the RCC structure, little maintenance needs, and this alternative that can be constructed while the existing upstream dam remains in operation.

Disadvantages include the location of the structure in the upstream end of the BC 1 pool that would require a cofferdam and increased dewatering efforts, and foundation conditions that have not been defined which may result in some increase in cost.

### 3.1.3 Alternative 3: New Embankment Dam

Alternative 3 consists of a new embankment structure at the same proposed location as Alternative 2 (RCC dam). The foundation soil would be excavated to bedrock and suitable embankment earthen material would be placed to construct the dam. The height of the dam would be about 108 feet with the dam crest at elevation 128 feet and a new normal water surface elevation of 112 feet. The downstream and upstream slopes of the dam would be 3H:1V. The dam would have an internal filter and drainage system. The outlet works would be placed in either the lower right or left abutment areas on bedrock and include a multi-port sloping intake structure connected to a concrete encased 36-inch-diameter steel outlet pipe through the dam foundation. The multiple intake ports would be placed for water quality purposes. The 36-inch outlet pipe would daylight at a gate house and fork into the 20-inch raw water pipe going to the water treatment plant, and into the 36-inch pipeline discharging to the stream channel for dam safety purposes.

The spillway channel and access road would be north of the proposed dam. Figure 4 includes details of this embankment alternative.

Advantages of this alternative are limited to the ability to continue operation of the upstream dam during construction, and a dam that is less susceptible to seismic and hydrologic events than the Alternative 1 structure.

Disadvantages include the much larger footprint than Alternatives 1 or 2, the geometry for the rock foundation is unknown, there would be a significant increase in the quantity of foundation excavation required compared to Alternative 2. In addition, the downstream cofferdam and foundation dewatering would be significantly larger than Alternative 2. The construction season for embankment placement would be limited and would take the longest to complete of all the alternatives under consideration. This alternative would have the largest risk exposure to floods and other adverse construction conditions of all alternatives under consideration.

### 3.1.4 Alternative 4: New Dam Option A

Alternative 4 was considered early in the project as a possible new site location for either an RCC or embankment dam. It was thought to be further downstream of the upper dam (BC 2) located in the lower reservoir about 100 yards downstream of proposed Alternatives 2 and 3. This alternative was eliminated from further consideration as the valley is wider at that particular location and the costs for the dam would be much higher than Alternatives 2 and 3 without providing any other benefits. Figure 1 shows the proposed location of this embankment alternative.

### 3.1.5 Alternative 5: New Dam Option B

Alternative 5 was similar to alternative 4 as it was considered early in the project as a possible new site location for either an RCC or embankment dam. The location was thought to be where the current access road crosses the lower reservoir as the valley narrows the most at that location. This alternative was not considered further as some of the land that the dam would cover does not belong to the City and is outside the city limits. Acquisition and condemnation of the properties and zoning changes did not seem advantageous in relation with providing a better option than Alternatives 1, 2, or 3. Figure 1 shows the proposed location of this dam alternative.

### 3.1.6 Alternative 6: No Action

Alternative 6 is the No Action alternative and is still an option that the City has to weigh against the possible risk of losing the only drinking water source for the City in case of a seismic event.

## 3.2 Other Related Structures

All alternatives include other related structures that would have to be added to make the dam and water supply functional. The intake tower (for RCC dam alternative) or the sloping intake pipe (for embankment dam alternative) would be equipped with three different ports or gates at different elevations. The reservoir stratifies during the summer months and the lower portion of the lake becomes anaerobic and the upper portion

becomes aerobic. This influences the water quality of the lake. Different elevated intake gates allow the treatment plant operators to draw water from different depths of the reservoir to avoid the undesired water during the summer. These gates would need the appropriate size of fish screens to avoid fish getting into the pipeline and therefore into the pumps of the treatment plant. The exact size of those screens would be determined during the next phase as it would depend on regulations and requirements for Oregon Department of Fish and Wildlife (ODFW) and other environmental factors.

All dams require a low level outlet for dam safety that acts as an emergency outlet in case the reservoir has to be drawn down rapidly. This outlet would be part of the outlet works for all alternatives and would be located at the downstream toe of the dam. This outlet would have a stilling basin structure at the end to avoid erosion when the water is being released. The RCC dam has a stilling basin at the toe of the spillway in addition to the dam safety outlet.

The embankment dam options would need a separate spillway as the spillway is not part of the actual dam structure as with the RCC dam alternative. This spillway would have to be refined at a later phase as well. The most likely location would be north of the proposed options around the dam running parallel to the access road.

A new fish ladder may have to be built for all alternatives. The exact requirements for sizing and design of the fish ladder would occur during the next phase of the project as it would depend on permit requirements and regulations by the ODFW. Currently, the location of the fish ladder is anticipated to be right next to the spillway for the embankment dams and to the north side near the access road for the RCC dam.

Presently, there is an access road leading from BC 1 to BC 2 and beyond. This road would have to be realigned as it would be blocked and/or flooded by any of the alternatives discussed. A potential new alignment is shown in Figure 1 but further investigation would be necessary during the next phase of the project.

A new raw water pipeline would have to be constructed starting at the outlets works for the dams and continuing to the existing intake pump station where it would tie into the existing pipeline just downstream of BC 1. Preliminary calculations size the pipe to be 20 inches diameter and constructed of ductile iron. The exact alignment would be determined during the next phase but would likely follow the road.

### 3.3 Comparison of Alternatives

Each alternative provides opportunities and constraints besides the costs of construction. Items that influence the decision making on an alternative are as follows: constructability, excavation volume, construction materials, foundation conditions, spillway design, intake structure, outlet works, necessary dewatering during construction, seismic and hydraulic resiliency of each dam alternative, environmental impacts and permits, operations and maintenance, and most importantly total costs, including geotechnical explorations, design, construction, permitting and contingency for unexpected events. Table 3 summarizes these items for the three preferred alternatives.



**Table 3. Summary of Advantages and Disadvantages of Alternatives 1, 2, 3**

Opportunity/ Constraint	Alternative 1 Raising Existing Dam	Alternative 2 New RCC Dam	Alternative 3 New Embankment Dam
Constructability	<ul style="list-style-type: none"> <li>- Requires modifications to existing spillway</li> <li>- Requires temporary outlet works/coffer dam upstream to provide a continuous, uninterrupted water source during construction</li> <li>- Construction season for an embankment-type dam is limited to summer and early fall.</li> <li>- Source of construction materials for the dam have not been identified and may require a significant distance and processing requirements</li> </ul>	<ul style="list-style-type: none"> <li>- Existing reservoir can be in continuous operation</li> <li>- Downstream cofferdam required</li> <li>- Year-round construction possible</li> <li>- Requires construction of a temporary pipeline from the existing dam outlet to the new outlet during construction</li> <li>- Shortest construction prior and smallest construction risk exposure timeframe of all alternatives.</li> </ul>	<ul style="list-style-type: none"> <li>- Existing reservoir can be in continuous operation</li> <li>- Requires construction of a temporary pipeline from the existing dam outlet to the new outlet during construction</li> <li>- Significant increase in required project footprint</li> <li>- Much larger downstream cofferdam required</li> <li>- Construction season for an embankment type dam is limited to summer and early fall</li> </ul>
Excavation Volume	<ul style="list-style-type: none"> <li>- Moderate foundation excavation required at downstream toe</li> </ul>	<ul style="list-style-type: none"> <li>- Smallest foundation excavation required for dam foundation</li> </ul>	<ul style="list-style-type: none"> <li>- Large foundation excavation required for dam foundation; Several times greater than Alternatives 1 and 2</li> </ul>
Construction Material	<ul style="list-style-type: none"> <li>- Need for large amount of suitable foundation and dam material</li> <li>- Would require an off-site source for filter and drainage materials to be used in the dam</li> </ul>	<ul style="list-style-type: none"> <li>- Need for an appropriate off-site source of aggregate for concrete production</li> </ul>	<ul style="list-style-type: none"> <li>- Need for large amount of suitable foundation and dam material</li> <li>- Would require an off-site source for filter and drainage materials to be used in the dam.</li> </ul>
Foundation Conditions	<ul style="list-style-type: none"> <li>- Foundation conditions reasonably well-defined</li> </ul>	<ul style="list-style-type: none"> <li>- Foundation conditions unknown, and could impact final cost of alternative</li> </ul>	<ul style="list-style-type: none"> <li>- Foundation conditions unknown, and could impact final cost of the alternative</li> </ul>
Spillway Design	<ul style="list-style-type: none"> <li>- New spillway would be constructed into abutment with no stilling basin. Potential for significant erosion damage, if used</li> </ul>	<ul style="list-style-type: none"> <li>- Spillway and Emergency spillway co-located in center of dam with stilling basin. Limited potential for significant erosion and downstream channel degradation.</li> </ul>	<ul style="list-style-type: none"> <li>- New spillway would be constructed into upper right abutment which requires more excavation and cost increase once the design is in place</li> </ul>
Intake Structure	<ul style="list-style-type: none"> <li>- Sloping intake on upstream face of dam, requires lowering the water level significantly which would propose a problem to the continuous water supply</li> <li>- Intake pipe routed through the dam via tunnel in lower right abutment</li> <li>- Sloping intake difficult to operate and maintain</li> </ul>	<ul style="list-style-type: none"> <li>- Intake tower included in dam structure with limited footprint</li> <li>- Intake pipe would be short through the narrow dam compared to Alternatives 1 and 3</li> <li>- Limited susceptibility to seismic damage</li> </ul>	<ul style="list-style-type: none"> <li>- Sloping intake on upstream face of dam</li> <li>- Intake pipe routed through the dam via tunnel</li> <li>- Sloping intake difficult to operate and maintain</li> </ul>

**Table 3. Summary of Advantages and Disadvantages of Alternatives 1, 2, 3**

Opportunity/ Constraint	Alternative 1 Raising Existing Dam	Alternative 2 New RCC Dam	Alternative 3 New Embankment Dam
Outlet works	- Outlet as a combination of the water supply line to the treatment plant and the dam safety outlet.	- Outlet as a combination of the water supply line to the treatment plant and the dam safety outlet.	- Outlet as a combination of the water supply line to the treatment plant and the dam safety outlet.
Dewatering	- Small downstream cofferdam required for dewatering of area covering the new footprint - Moderate dewatering effort	- Significant downstream cofferdam required (dam located in upper part of reservoir BC 1) - Significant quantity of dewatering may be required	- Cofferdam much larger than Alternative 2 (downstream toe of dam located further downstream in reservoir of BC 1) - Dewatering quantity likely significantly greater than Alternative 2
Seismic Resiliency	- Limited damage due to seismic shaking still probable - Upstream portion of dam still susceptible to significant damage	- Low probability of significant damage resulting from seismic shaking	- Moderate potential for damage resulting from seismic shaking
Hydraulic Resiliency	- Potential for erosion damage during design flow	- Reduced potential for erosion during design flow	- Potential for erosion during design flow similar to Alternative 1
Environmental impacts	- Increase in inundation area - Extensive permitting process - Requires smallest footprint of the three alternatives	- Increase in inundation area - Extensive permitting process - Moderate interruption of existing lower reservoir due to footprint of new dam	- Increase in inundation area - Extensive permitting process - Significant interruption of existing lower reservoir due to footprint of new dam
Maintenance	- Requires annual maintenance to manage vegetation, burrowing animals, erosion, and other potential damage - Maintenance cost similar to Alternative 3	- Structure very resistant to damage and deterioration - Least cost maintenance	- Requires annual maintenance to manage vegetation, burrowing animals, erosion, and other potential damage - Maintenance cost similar to Alternative 1
Total costs	- Most costly due to new outlet works requirement	- Similar to Alternative 3	- Similar to Alternative 2



## 4 Preliminary Environmental Review

Each alternative would require permits from federal, state, and local agencies. Although the alternatives differ, the necessary work for each alternative would require the same permits and approvals as described in detail in Appendix C. Therefore, the preliminary environmental review does not differentiate permit requirements between alternatives. At this point it is difficult to gauge if one alternative would be more challenging to permit than another. To date, no agencies have been contacted to discuss the project in detail. This section provides an overview of anticipated permitting efforts.

### 4.1 Major Permits and Timelines

There are several major permits required for this project. Those permits and timelines are described in Table 4. Other permits aside from those listed in this table may be applicable but are not anticipated to be as complicated.

**Table 4. Overview of Major Permits and Timelines**

Required Permit	Timeline	Submittal Occurs at Engineering Design Level (approximate)
National Environmental Policy Act (NEPA)	12-18 months	15-30%
Clean Water Act Section 404/401 and Oregon Removal-Fill permit Other permits processed concurrently with applications: <ul style="list-style-type: none"> <li>• Endangered Species Act Section 7</li> <li>• Magnuson Stevens Fishery Conservation and Management Act (Magnuson Stevens Act)</li> <li>• National Historic Preservation Act (NHPA), Section 106</li> <li>• Migratory Bird Treaty Act</li> <li>• Oregon Fish Passage</li> <li>• Coastal Zone Management Act</li> </ul>	6-18 months	30%
Bald and Golden Eagle Protection Act (if required)	4-6 months	30%
Oregon Water Rights	9-12 months	30%
Clean Water Act Section 402 National Pollutant Discharge Elimination System (NPDES) 1200-C	60 days	100%
City of Newport Conditional Use Permit	30 days	60%
City of Newport Building, Electrical, Plumbing, Mechanical, Sewer/Water Permit	30 days	100%
Oregon State Engineer Design Review and Approval	2 months	100%

## 4.2 Additional Studies and Potential Costs

The project schedule can be influenced by the permitting process due to approval timelines for certain permits and the potential for unanticipated conditions that may arise and delay the permitting process. This can also delay design as well as construction and increase overall project costs.

Risks associated with complex permitting and stringent permit terms and conditions can result from lack of advance knowledge of the potential impact to sensitive environmental resources or public controversy. Early coordination with the agencies and identification of necessary environmental studies upfront would minimize the risk for permitting process delays. Anticipated environmental studies include completing a cultural resource evaluation and wetland and waters delineation, developing mitigation plans, updating the Emergency Action Plan, and preparing a biological assessment.

Depending on the nature of the project, permitting costs can range from 1 to 6 percent of the overall construction costs.



## 5 Decision Level Estimates of Probable Costs

The three alternatives presented in Section 3 of this report were further investigated in terms of costs for comparison of feasibility between the three alternatives. The cost estimates were prepared for the purpose of comparing alternatives and not for budgeting purposes. Budgetary costs would be provided during the next phase of the project as part of the preliminary design. These costs would include input from contractor estimating methods for the key units and lump sum items as well as further evaluation of construction material sources and costs.

A number of important budget items are not included in this estimate. The costs for those items would have to be added onto the total costs during the next phase of the project. These items would not make a difference in the outcome of the estimates for comparison purposes between the alternatives as they are similar for each alternative. The items purposely left out include: fish ladder, spillway (for embankment option, spillway is included in the RCC dam), access road to the dam, access road around the reservoir to provide access to the forest land and private properties, and the pipeline from the dam to the water treatment plant. Table 5 summarizes the items not included in the cost estimate and the reasoning for exclusion.

**Table 5. Excluded Items from Cost Estimate**

Excluded Item	Alt 2 – RCC Dam	Alt 3 – Embankment Dam
Spillway	n/a spillway included	Exact alignment of spillway is unknown due to lack of survey and geotechnical information of the area
Fish ladder	Type and requirements of fish ladder are unknown at this point. Environmental assessment is necessary to determine the requirements and size for the fish ladder. It is not possible to set a number to this line item.	
Access Road to Dam	Exact alignment of access road is unknown due to lack of survey and geotechnical information of the area.	
Access Road Around Reservoir	Exact alignment of road unknown due to lack of survey in this area.	
Pipeline to Water Treatment Plant	Exact alignment is unknown due to several options for routing of this pipe and unknown access road alignment.	

### 5.1 Costs Estimate for Alternative 1 – Upper Dam Embankment Raise

Based on discussions with the City, a cost estimate for Alternative 1 was not completed and has been deferred to be updated at a later date if appropriate and necessary. The reasons for this include: the difficulty with constructability and keeping a continuous drinking water source during construction which makes this alternative less favorable; due to the upstream slope deformation concerns of this dam in a seismic event, replacing the outlet works presents a significant risk to the functionality of the system;

and during the last annual dam inspection in spring of 2015, the State Engineer observed some seepage distress in the pipe inside the dam of the current outlet works. These present concern of the overall stability of the existing dam. Experience on other similar projects suggests that the costs for a new outlet works for Alternative 1 are estimated to be disproportionately higher than for Alternatives 2 and 3 and would make this alternative the most expensive by a relatively wide margin.

## 5.2 Costs Estimate for Alternative 2 – RCC Dam

A planning level cost estimate for comparison purposes was prepared for Alternative 2 RCC Dam. The estimate includes site preparation, work associated with the dam and other structures associated with the dam (spillway and outlet works) and appropriate cost contingencies for a) design elements not included in the current layout b) permitting, c) engineering during construction, and d) a construction change order/claim contingency percentage. HDR developed a concept design as described in section 3.1.2 for the RCC alternative shown in Figure 3. Based on that concept design, quantities were estimated for each line item and an approximate cost calculated. Table 6 presents a summary of the costs providing a range of costs from a lower bound unit cost to an upper bound unit cost. The items listed in Table 5 were excluded in this cost estimate and need to be added to the construction cost estimate for the next phase. The decision level cost estimate for the RCC dam alternative ranges from \$13.7 to \$19 million. This number includes the spillway for the dam as an RCC dam has the spillway embedded in the structure.



**Table 6. Planning Level Cost Estimate - RCC Dam Alternative 2**

Bid Item	Description	Quantity	Unit	Lower Bound Unit Cost	Upper Bound Unit Price	Lower Bound Cost	Upper Bound Cost
<b>Prep Work</b>						<b>\$ 306,225</b>	<b>\$ 400,257</b>
1	Clearing and grubbing, stripping topsoil, reclamation of disturbed areas	1.4	Acre	\$ 20,000	\$ 26,000	\$ 28,000	\$ 36,400
2	Flood control coffer dam downstream	4,329	CY	\$ 25	\$ 33	\$ 108,225	\$ 142,857
3	Temporary pipe from existing dam to downstream of new dam	1,000	LF	\$ 170	\$ 221	\$ 170,000	\$ 221,000
<b>Main Dam</b>						<b>\$ 7,853,000</b>	<b>\$ 10,207,600</b>
4	Excavation - Foundation General	30,000	CY	\$ 8	\$ 10	\$ 240,000	\$ 300,000
5	Embankment - Backfill	15,000	CY	\$6	\$ 8	\$ 90,000	\$ 120,000
6	Fill - Roller Compacted Concrete	32,200	CY	\$ 80	\$ 104	\$ 2,576,000	\$ 3,348,800
7	Conventional Concrete Reinforced	1,000	CY	\$ 750	\$ 975	\$ 750,000	\$ 975,000
8	Conventional Concrete Non-Reinforced	12,100	CY	\$ 325	\$ 423	\$ 3,932,500	\$ 5,118,300
9	Construction De-watering	1	LS	\$ 125,000	\$ 162,500	\$ 125,000	\$ 162,500
10	Foundation Treatment - Grout Curtain	3,000	LF	\$ 16.50	\$ 21	\$ 49,500	\$ 63,000
11	Outlet Works Gates - Slide (Fabrication and Construction)	7,500	LB	\$ 12	\$ 16	\$ 90,000	\$ 120,000
<b>Other</b>						<b>\$ 175,000</b>	<b>\$ 228,600</b>
12	Intake structure and outlet works	1	EA	\$ 100,000	\$ 130,000	\$ 100,000	\$ 130,000
13	fishscreen for intake structure	2,500	LS	\$ 12	\$ 16	\$ 30,000	\$ 40,000
14	pipeline thru dam 36"	200	LF	\$ 225	\$ 293	\$ 45,000	\$ 58,600
<b>Total Base Construction Cost (BCC)</b>						<b>\$ 8,334,225</b>	<b>\$ 10,836,457</b>
15	Design Contingency			25.0%	30.0%	\$ 2,083,556	\$ 3,250,937
16	Mobilization/Demobilization construction			5.0%	5.0%	\$ 416,711	\$ 541,823
17	Construction, CO/C Contingency			8.0%	10.0%	\$ 666,738	\$ 1,083,646
<b>Total Construction Cost</b>						<b>\$ 11,501,231</b>	<b>\$ 15,712,863</b>
18	Permitting			3.0%	3.0%	\$ 345,037	\$ 471,386
19	Design and Site Characterization			7.0%	8.0%	\$ 805,086	\$ 1,257,029
20	Engineering Support during Construction			9.0%	10.0%	\$ 1,035,111	\$ 1,571,286
<b>Total Cost (Rounded)</b>						<b>\$ 13,700,000</b>	<b>\$ 19,000,000</b>

## 5.3 Costs Estimate for Alternative 3 – Embankment Dam

A planning level cost estimate for comparison purposes was prepared for Alternative 3 Embankment Dam. As for Alternative 2, the estimate includes site preparation, work associated with the dam, other structures associated with the dam, and appropriate contingencies for a) design costs, b) permitting, c) engineering during construction, and d) a construction change order/claim contingency. HDR developed a concept design as described in section 3.1.3 for the Embankment Alternative shown in Figure 4. Based on that concept design, quantities were determined for each line item and an approximate cost was calculated. Table 7 presents a summary of the costs providing a range of costs. The items listed in Table 5 were excluded in this cost estimate and need to be added to the construction cost estimate for the next phase. The option Embankment dam alternative ranges from \$12.9 to \$17.8 million. These numbers does not include the spillway for the dam as the spillway is a separate structure for embankment dams.



**Table 7. Planning Level Cost Estimate - Embankment Dam Alternative 3**

Bid Item	Description	Quantity	Unit	Lower Bound Unit Cost	Upper Bound Unit Price	Lower Bound Cost	Upper Bound Cost
<b>Prep Work</b>						<b>\$ 396,225</b>	<b>\$ 517,257</b>
1	Clearing and grubbing, stripping topsoil, reclamation of disturbed areas	5.9	Acre	\$20,000	\$26,000	\$ 118,000	\$ 153,400
2	Flood Control coffer dam downstream	4,329	CY	\$25	\$33	4 108,225	\$ 142,857
3	Temporary pipe from existing dam to downstream of new dam	1,000	LF	\$170	\$221	\$ 170,000	\$ 221,000
<b>Main Dam</b>						<b>\$ 7,085,140</b>	<b>\$ 9,161,560</b>
4	Excavation - Foundation General	124,280	CY	\$13	\$17	\$ 1,615,640	\$ 2,112,760
5	Embankment Fill	301,000	CY	\$14	\$18	\$ 4,214,000	\$ 5,418,000
6	Embankment Filter Material	15,000	CY	\$30	\$39	\$ 450,000	\$ 585,000
7	Construction De-watering	1	LS	\$480,000	\$624,000	\$ 480,000	\$ 624,000
8	Foundation Treatment - Grout Curtain	3,000	LF	\$17	\$21	\$ 49,500	\$ 63,000
9	Riprap and Bedding	4,200	CY	\$30	\$39	\$ 126,000	\$ 163,800
10	Conventional Reinforces Concrete	200	CY	\$750	\$975	\$ 150,000	\$ 195,000
<b>Other</b>						<b>\$ 362,500</b>	<b>\$ 472,600</b>
11	intake structure and outlet works	1	EA	\$175,000	\$227,500	\$ 175,000	\$ 227,500
12	Fish screen for intake structure	2,500	LS	\$12	\$16	\$ 30,000	\$ 40,000
13	pipeline thru dam 36"	700	LF	\$225	\$293	\$ 157,500	\$ 205,100
<b>Total Base Construction Cost (BCC)</b>						<b>\$ 7,843,865</b>	<b>\$ 10,151,417</b>
20	Design Contingency			25.0%	30.0%	\$ 1,960,966	\$ 3,045,425
21	Mob/Demob construction			5.0%	5.0%	\$ 392,193	\$ 507,571
22	Construction. CO/C Contingency			8.0%	10.0%	\$ 627,509	\$ 1,015,142
<b>Total Construction Cost</b>						<b>\$ 10,824,534</b>	<b>\$ 14,719,555</b>
23	Permitting			3.0%	3.0%	\$ 324,736	\$ 441,587
24	Design and Site Characterization			7.0%	8.0%	\$ 757,717	\$ 1,177,564
25	Engineering Support During Construction			9.0%	10.0%	\$ 974,208	\$ 1,471,955
<b>Total Cost (Rounded)</b>						<b>\$ 12,900,000</b>	<b>\$ 17,800,000</b>

## 5.4 Comparison Costs Estimates for Alternative 2 & 3

As previously stated, the two cost estimates were prepared for comparing alternatives and assisting in the identification of the preferred alternative to move forward. From a decision making standpoint, the costs for Alternatives 2 and 3 are similar. It should be noted that the RCC dam cost estimate includes the spillway, but the embankment dam does not. The preferred alternative decision needs to be based on advantages and disadvantages of the alternatives presented in Table 3.

Based on the cost estimates, advantages/disadvantages, and overall experience of HDR, we recommend that Alternative 2 be selected for preliminary design. Alternative 3 can be further considered should any future investigations of the site indicate a significant challenge or cost increase to Alternative 2.

## 6 Conclusions and Recommendations

Phase 3 explorations and engineering analyses have confirmed significant seismic deficiencies with both BC 1 and BC 2 dams. Configuration level analyses and design layouts have provided important information about alternatives to remediate the seismic deficiencies of the Big Creek dams and how to move forward in the future in order to provide the City of Newport with a safe and reliable drinking water source after a seismic event.

### 6.1 Key Conclusions

Phase 3 of site characterization work provided the basis to update the site model and analysis, and increased the confidence in the findings of the study. The analysis indicated that both existing dams are unsafe due to excessive deformations that would occur during a large seismic event. Some form of remediation is needed to provide appropriate dam safety and water supply security for the City.

Based on the Phase 3 findings, the project purpose was modified to provide all current water storage capacity and an increased water supply meeting master planning requirements at the upper site. Decommissioning of the lower dam and reservoir (BC 1) would be required by the state. The storage from the BC 1 reservoir needs to be recovered. Also increased storage due to sediment accumulation and future water storage capacities needs to be provided with the new modifications.

Several alternatives have been identified that would meet the modified project purpose. The chosen alternatives to proceed include either a new RCC dam or embankment dam at a location immediately downstream of the upper dam (BC 2). Configuration level studies have indicated that both types of dam at this location can be designed and constructed to provide safe and secure water supply for earthquake events that have a minimum recurrence interval of about 5,000 years or higher. Such safety is consistent with state requirements and federal projects with similar potential consequences of dam failure.

### 6.2 Recommendations

The recommendation to move forward to provide the City with a safe and secure drinking water source is to build a new RCC dam (Alternative 2) at the location just downstream of the existing upper dam (BC 2). Based on the results of the current study, the RCC alternative would provide the most secure and stable option in case of a seismic event. Constructability of an RCC dam is less complicated and takes the least amount of time compared to the embankment option. The footprint of an RCC dam is less and provides fewer disturbances in terms of environmental impact compared to the embankment option. The preliminary costs show the RCC dam is a feasible option compared to the embankment dam.

Preliminary designs that include a comprehensive characterization of the new dam site are needed to update the configuration of the dam, to provide budgetary cost estimates, and to provide information required for permitting of the dam. Such preliminary design would be the objective of the next phase of work.

Information necessary for a preliminary design is geotechnical data of the new proposed site to provide the depth of bedrock and to characterize a foundation concept for the new dam.

The environmental permitting process can be started and prepared for the actual permitting process. A concept for the remediation of Big Creek can be developed at the location of the lower reservoir after the BC 1 dam has been removed. Dialog with ODFW should be started about fish ladder requirements and possible remediation opportunities.

A detailed budgetary cost estimate needs to be prepared that represents actual orders of magnitudes of costs. Based on this preliminary design cost estimate the search for funding and finance options can be explored.

Further, the access road to the dam and around the reservoir would be defined with the help of a comprehensive survey that has to take place to develop a preliminary design. The spillway for the embankment option has to be refined as well with the help of a topographic survey.

A schedule would need to be developed that presents the next steps of this project.

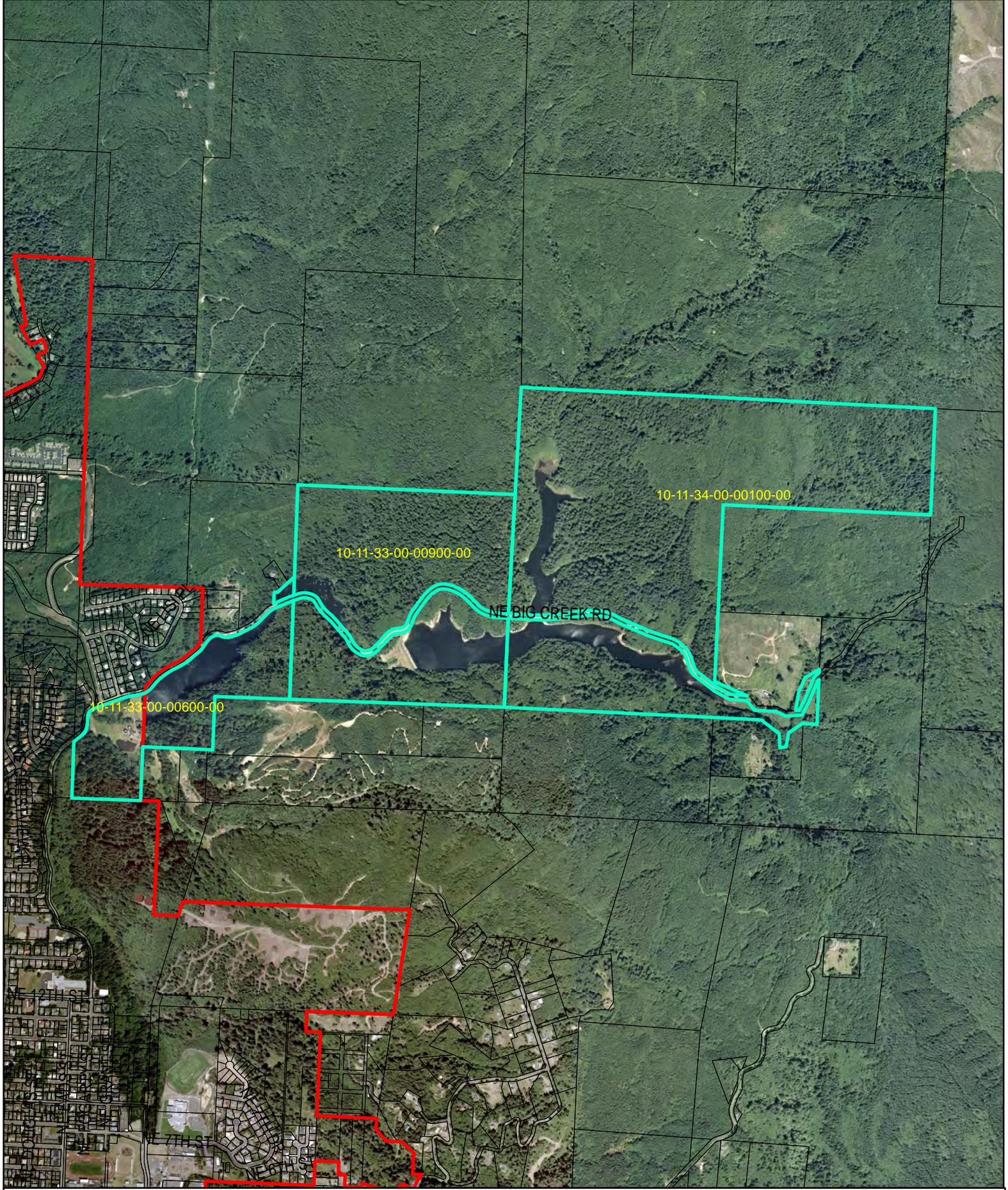
Some additional modeling analysis for the new dam is necessary during the preliminary design of the dam. This analysis would include two design earthquakes: the biggest crustal and the biggest fault earthquake. Both modeling results would have to be presented to the State to determine the design earthquake requirements for the new dam.

The consequences of a safety related failure of the dam needs to be updated to represent the culvert conditions where Big Creek flows underneath Highway 101 and then into the Ocean. It is likely this culvert would be blocked by debris or damaged in a seismic event. This scenario is not reflected in the current dam breach and inundation limits prepared for consequence evaluations and emergency planning in the Emergency Action Plan report. With the new dam arrangement, a new Emergency Action Plan would also need to be developed once the new dam is in place.

Overall, HDR recommends proceeding with the preliminary design of an RCC dam (Alternative 2) at the identified location. If further explorations show that the foundation soils are not suitable for this option, a refinement of Alternative 3 can be investigated.



ATTACHMENT E  
PROJECT LOCATION MAP



**City of Newport  
Engineering Department**  
169 SW Coast Highway  
Newport, OR 97365

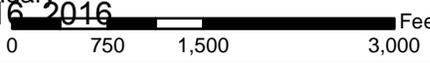
Phone: 1.541.574.3366  
Fax: 1.541.265.3301

**City of Newport - Water Supply Reservoirs 119**

Water Supply Reservoir Parcels

Newport City Boundary

This map is for informational use only and has not been prepared for, nor is it suitable for, legal or other purposes. The City of Newport assumes no responsibility for its compilation or use and users of this information are cautioned to verify all information with the City of Newport Engineering Department.



## LETTERS OF SUPPORT

**DAVID GOMBERG**  
**STATE REPRESENTATIVE**  
DISTRICT 10



**HOUSE OF REPRESENTATIVES**

January 27, 2016

Mr. Jon Unger  
Water Conservation, Reuse and Storage Grant Program  
Oregon Water Resource Department  
725 Summer Street  
Salem, OR 97301

RE: Letter of Support for the City of Newport's SB1069 Grant Application

Dear Mr. Unger:

I am writing to support the City of Newport in their application for a SB 1069 Water Conservation, Reuse and Storage Grant to support water system evaluations. The city has conducted initial evaluations to discern an urgent need to replace Big Creek Dam #2, a critical piece of infrastructure that serves as the City's sole potable water resource, Big Creek Reservoir.

Engineers have determined that Big Creek Dam #2 is not seismically sound and highly vulnerable to failure. Continued pre-planning activities are necessary to develop a seismically sound replacement dam, which will serve to reduce risk of dam failure, subsequent flooding and loss of water resource for the City of Newport.

In addition to serving the City of Newport itself, the dam and Big Creek Reservoir is increasingly recognized as a water source for the entire mid-coast regional population of 40,000 residents. Recent droughts in nearby water districts have highlighted the importance of the Big Creek Reservoir. During the recent dry period in 2015, multiple affected water districts approached the City to purchase water needed to serve their residents.

**Given the context of climate change and water scarcity, matched with increasing vulnerability to seismic events, the time to make this 100-year investment in critical infrastructure is now.**

Funding from the Oregon Water Resources Department is necessary to keep pace with these concerns and replace the faltering Big Creek Dam #2 as soon as feasibly possible. Thank you for your time and consideration of this matter. I am appreciative of your department's past service to the Mid-Coast region, and hope to continue our successful partnership to secure water supply for the City of Newport.

Sincerely,

Rep. David Gomberg

**ARNIE ROBLAN**  
**STATE SENATOR**  
District 5



**OREGON STATE SENATE**  
**900 COURT ST. NE, S-417**  
**SALEM, OR 97301**

January 25, 2016

Mr. Jon Unger  
Water Conservation, Reuse and Storage Grant Program  
Oregon Water Resource Department  
725 Summer Street, Salem, OR 97301

RE: Letter of Support for the City of Newport's application for SB1069 funding

Dear Mr. Unger:

I am grateful for this opportunity to write this letter of strong support for the City of Newport's (City) request for funding from the Water Resources Department's (WRD) Water Conservation, Reuse and Storage Grant Program. A grant award would help the City continue its effort to replace Big Creek Reservoir, a project critical to the region's quality of life and economic capacity.

The 10,000 residents living in the City are dependent on the Big Creek Reservoir as the sole source of water. Research into the structural integrity of Big Creek Reservoir indicates that it is not seismically sound to withstand a catastrophic event. As such, failure of the Big Creek Reservoir would leave the City's population and water dependent economy without water.

Recent studies illustrate the strong likelihood of a seismic event occurring on Oregon's west coast. To adequately assess the feasibility of developing and replacing Big Creek Reservoir for water, the City identified a preferred alternative - a Roller Compacted Concrete (RCC) dam construction. However, additional funding is necessary to continue the second phase of a feasibility research into this preferred dam replacement option.

My office commends the City of Newport for taking the science and related threats seriously. Replacing Big Creek Reservoir is among the top priorities of this municipality and for good reason. RCC dams have evolved over the years into a specialized hydrological technology for water conservation projects that are able to withstand catastrophic seismic event. The additional funding would help the City refine its hydrological analyses while determining the engineering and financial feasibility of the project.

I am pleased to offer my strong support of the City of Newport's effort to address increasing water needs by way of innovative new strategies for water conservation, reuse and storage. Also, I want to thank you in advance for your careful consideration of this request to ensure that our coastal communities are resilient in the face of increasing natural disasters due to climate change. Please feel free to contact me by phone at work (503) 986-1705 or by email at [sen.arnieroblan@state.or.us](mailto:sen.arnieroblan@state.or.us) if I can be of any further assistance.

Sincerely,

State Senator Arnie Roblan, Senate District 5

122



January 25, 2016

Mr. Jon Unger  
Water Conservation, Reuse and Storage Grant Program  
725 Summer Street  
Salem, OR 97301

RE: Letter of Support for the City of Newport's application for SB 1069 funding

Dear Mr. Unger,

Please accept this letter of support for the grant application the City of Newport is submitting for funding to the Oregon Water Resources Department SB 1069 Funding program. We are in full support of the City's Feasibility Study to research and execute the best option for remediation of the Big Creek Dams in Newport, Oregon.

We appreciate the City's actions to address the seismic vulnerability and potential flood risks at Big Creek Dam #2. The Big Creek Reservoir the sole source of water for the residents of the City of Newport. These preventative actions and planning serve to reduce the risk of dam failure and, along with it, flooding of the surrounding regions and loss of the City's water supply.

This project aligns well with the Mission of the Surfrider Foundation as it seeks to protect water quality. The planning and foresight put into the feasibility study has the potential to protect not only the quality of water in the Big Creek Reservoir, but the citizens as well. As the Surfrider Foundation's statewide Oregon Policy Manager, I have worked closely with the City of Newport on several water quality projects both professionally and as a citizen of Newport over the last twelve years.

We support the City's application for grant funding from the Oregon Water Resources Department and its efforts to protect their citizens and potential quality of water. Thank you for considering the City's application.

Sincerely,

A handwritten signature in black ink, appearing to read "Charlie Plybon".

Charlie Plybon  
Oregon Policy Manager

P.O. Box 99

South Beach, OR 97366

[cplybon@surfrider.org](mailto:cplybon@surfrider.org)

(541) 961-8143



January 28, 2016

Jon Unger  
Oregon Water Resources Department  
725 Summer, Salem, OR

RE: Letter of Support for Big Creek RCC Reservoir Feasibility Study

Dear Mr. Unger:

Whooshh Innovations is excited to support the City of Newport's feasibility study regarding remediation of the Big Creek Reservoirs. We understand that evaluating various fish passage alternatives is a request of the City of Newport's planned research, and we are pleased to assist with this evaluation.

Whooshh fish transport systems can usually more efficiently and effectively provide adult passage over stream barriers where conventional solutions or other mechanisms do not make economic sense. Our solutions can provide new opportunities to support endangered species on the Oregon coast, at locations such as the Big Creek Reservoir.

Over the past year, the team at Whooshh Innovations has partnered with the City to explore potential applications for a volitional fish passage technology at the Big Creek Reservoirs in lieu of the traditional fish ladder system currently in place. In June 2015, we provided a live demonstration of a volitional fish passage system at the lower Big Creek Dam during the City's 1st annual Protected Coastal Waters event for local municipal agencies. Preliminary analysis indicates that a volitional system at the Big Creek Reservoirs is a viable option for supporting fish habitats, not only now, but also after the City builds its replacement dam.

In December 2015, we also joined the City's regional planning team to address integrated water resources planning in the Mid-Coast Basin. As part of that project, we'll help advance discussions about the feasibility of restoring a native fish population at Big Creek Reservoir.

We are honored to be partnering on these projects, and look forward to exploring how volitional fish passage systems can help restore habitat connections in Newport while working with the City to forward plans and feasibility studies that support improved fish habitat and ecosystems.

Sincerely,

  
Vincent E. Bryan III  
Chief Executive Officer

[206] 801-3565 1730 1st St, Suite 101, Bellevue, Washington 98005-2253



# CITY MANAGER'S REPORT AND RECOMMENDATIONS



Agenda #: 7.A.  
Meeting Date: 2-16-16

## Agenda Item:

### **Notice of Intent to Award a Contract with ZCS Engineering for Professional Consulting Services for the City of Newport Fire Station Seismic Upgrade**

#### Background:

The City of Newport was awarded a \$1,491,223 grant for seismic rehabilitation of the city's fire hall. Proposals were requested for engineering services for this purpose. ZCS Engineering was the firm receiving the highest score of the proposals received for this work. Following the scoring and selection process ZCS was requested to submit a price proposal. The proposal fell within the budgeted engineering amount submitted with the grant request. Please note that there may be some additional geotech engineering that will need to be completed once the design process is initiated.

#### Recommendation:

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

**I move that the City of Newport issue a Notice of Intent to Award the consulting services for the seismic upgrades for the Newport Fire Station to ZCS Engineering of Grants Pass Oregon in the amount \$167,375, and contingent upon no protest, authorize award and direct the City Manager to execute the contract after 7 days on behalf of the City of Newport.**

#### Fiscal Effects:

The city has been awarded a grant in the amount \$1,491,223 in order to accomplish the engineering and retro fit of the city's fire hall.

#### Alternatives:

None recommended.

Respectfully Submitted,

Spencer R. Nebel  
City Manager





**STAFF REPORT  
CITY COUNCIL AGENDA ITEM**

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

**Title:** Notice of Intent to Award a Contract with ZCS Engineering for Professional Consulting Services for the City of Newport Fire Station Seismic Upgrades

**Recommended Motion:**

I move that the City of Newport Public Works Department issue a Notice of Intent to Award the Consulting Services for the Seismic Upgrades to the Newport Fire Station to ZCS Engineering in the amount of **\$167,375** and contingent upon no protest, authorize award and direct the City Manager to execute the contract after 7 days on behalf of the City of Newport.

**Background Information:**

In fiscal year 2014-15, the City invested \$30,000 to conduct a preliminary geotechnical investigation, preliminary engineering report, and grant application services to apply for a grant with the Seismic Rehabilitation Grant Program administered by the Infrastructure Finance Authority for the Newport Fire Station located on NW 10<sup>th</sup> Street. This grant pays for structural modifications to the structure to allow it to be immediately inhabitable after a seismic event. The City was awarded \$1,491,223 to complete these improvements.

In January of this year City Staff issued an RFP for Consulting Services to design the seismic improvements at the fire station. Three companies responded with proposals and City Staff rated the proposals to determine which consultant was the most qualified to do the work, in accordance with quality based selection standards as defined by the City's procurement rules.

ZCS Engineering scored the highest of the three proposers. Following the scoring and selection process, ZCS Engineering was requested to submit a price proposal. The not to exceed consulting fee of \$167,375 is within the budgeted engineering amount submitted with the grant request of \$175,976, however there may be some limited additional geotechnical engineering not included in the price proposal that may be necessary.

**Fiscal Notes:**

This project is funded through an Infrastructure Finance Authority Seismic Rehabilitation Grant Program. The City was awarded \$1,491,223 as part of this program which is currently appropriated in the FY15-16 budget for this project.

**Alternatives:**

None.

**Attachments:**

- Fire Station Seismic Improvements Request For Proposals
- ZCS Engineering Qualifications Proposal
- ZCS Engineering Price Proposal

**[Publish at least once in one newspaper of general circulation, at least 14 days before closing date, and in as many other issues/publications as the City desires.  
City Rule 137-0488-0220(2)]**

## **REQUEST FOR PROPOSALS**

Pursuant to City Rule 137-048-0220, the City of Newport (City) is conducting a formal qualifications based selection procedure for a consulting firm to plan and design seismic upgrades to the City's existing Fire Station located at 245 NW 10<sup>th</sup> Street. The City plans to award to the highest ranked proposer selected from those Consultants submitting proposals. The anticipated contract will include all design work, site analysis, solicitation of contractors and award of construction contract, construction oversight, and procurement of all necessary permits.

The full Request for Proposals may be obtained from [orpin.oregon.gov](http://orpin.oregon.gov) or contact:

Timothy Gross, Director of Public Works  
City of Newport  
169 SW Coast Highway  
Newport, OR 97365  
Telephone: 541-574-3369  
Email: [t.gross@newportoregon.gov](mailto:t.gross@newportoregon.gov)

Proposals will be received by the City until closing, 5:00 pm, **December 11, 2015**. Responses received after this time will be rejected as non-responsive. Proposers shall submit proposals in a sealed opaque envelope, plainly marked "**City of Newport Fire Station Seismic Upgrades Consulting Services**" to the Public Works Director's Office at the below address. Faxed and emailed proposals will be rejected as non-responsive.

Timothy Gross, Director of Public Works  
City of Newport  
169 SW Coast Highway  
Newport, OR 97365

# City of Newport Fire Station Seismic Upgrades Consulting Services

## Section I Request for Proposals

The City of Newport (City) intends to select a consultant to design and implement seismic upgrades to the City's main fire station, as described in Section II, Project Description, from among proposers who respond to this Request for Proposals. The City intends to enter into a contract, in the form attached as Appendix A, with the selected consultant after negotiating a maximum not to exceed dollar amount. The contract amount will be based upon time and materials for all design work rendered, through selection of a construction contractor, procurement of government permits, and construction oversight.

No drawings are required as part of submitted proposals. Proposal clarifications or additional information requested by City must be provided by Proposer within 24 hours of request, excluding weekends and holidays. The City reserves the right to reject any or all Proposals and reserves the right to cancel the RFP at any time if doing either would be in the public interest as determined solely by the City.

## Section II Project Description

The City is seeking a consultant to design and implement seismic upgrades to the City's main fire station. The estimated total project cost is \$1.5 million, including Consultant fees. The Project and related consulting duties are described as follows:

1. **BACKGROUND:** The purpose of this contract is to provide planning, design and construction administration services to design and implement seismic upgrades to the City's main fire station.

The Newport Fire Station was built in 1980 and is located at 245 NW 10<sup>th</sup> Street, Newport, OR 97365. The existing facility includes offices, sleeping quarters, two kitchen facilities, equipment rooms, and a 5,500 SF truck bay.

2. **PROJECT FUNDING:** The project is funded through the Seismic Rehabilitation Grant Program administered by the Infrastructure Finance Authority (IFA) via a grant in the amount of \$1,491,223. The project is bound by the terms and conditions identified in the agreement between the IFA and the City of Newport dated April 22, 2015. A copy of this agreement is available upon request.

3. **DRAFT SCOPE OF WORK:** This draft scope of work represents the City's best estimate of the work needed to accomplish the objectives of this project. The City is open to alternative approaches that may deviate from this scope to better meet project objectives. The successful consultant will be expected to enter into a not-to-exceed Professional Services Contract with the City in the form attached as Appendix A.

- a. Work Plan. Prepare a work plan that details the team approach to the project. The work plan should include specific tasks, a description of products, schedule, reviews, costs by task and discipline, and an explanation of how the team will interact and function. The level of detail required is above and beyond what is needed for the project proposal, and the work plan will be used as a basis for billing and payment.

Product: Work Plan

- b. Existing Physical Conditions Review. Review the existing conditions in-depth including but not limited to:
- Geotechnical Investigation and Seismic Hazard Study from Foundation Engineering dated 9-12-14
  - Structural Seismic Evaluation Report from ZCS Engineering dated September 2014
  - 245 NW 10<sup>th</sup> Street building plans located at <http://www.newportoregon.gov/dept/pln/SearchData/BUILDING/10TH/245%20NW%2010TH%20ST-2.pdf>
  - interview staff and provide analysis of existing space and structural deficiencies as necessary
  - Review Building and Zoning Code requirements and meet with City staff where early interpretation of project requirements is critical.

Product: Documentation of project requirements, including desirable renovations

- c. Schematic Design. A Structural Seismic Evaluation Report from ZCS Engineering, dated September 2014, has been prepared and forms the basis of the grant application. This document references a Geotechnical Investigation and Seismic Hazard Study from Foundation Engineering dated 9-12-14. Together these documents should be reviewed and considered carefully. The proposed improvements should incorporate the improvements identified in these documents. If exceptions are taken to one or more of the modifications identified in the reports, a memorandum shall be prepared describing the proposed exception and alternative design. The process of determining the schematic design should be anticipated to take several iterations and consultations with City Staff.

Products: Exceptions and alternatives memorandum

Preliminary cost estimate  
Schematic Design

- d. Permitting. Consultant is responsible for ensuring design documents satisfy City building and zoning code requirements and for obtaining any required permit approvals. Consultant shall prepare supporting narrative and graphics and attend all meetings related to any permitting. Consultant shall modify plans and documents as necessary to obtain permit approval.

Product: Permit application documents

- e. Design Development. Design development will proceed concurrent with land use permitting in order to meet the project schedule, and are anticipated to include the following elements as needed: site and utility, architectural, structural, fire protection, plumbing, heating, ventilating, air conditioning, and electrical. Design development outline specifications will include a comprehensive description of the project and the materials proposed for use in the work. The cost estimate, on a systems basis, will continue to be refined commensurate with the level of detail of information.

The design development process, from concept through finished product, will include significant communication with City staff.

Products: Design development drawings  
Specifications  
Cost estimate

- f. Construction Documents and Building Permits. The design development phase will be updated and expanded to construction documents which include all architectural, landscape architectural, structural, civil, mechanical and electrical work for the project with complete specifications, bid package and final cost estimate. The final version of drawings are required to be produced in a CAD format and provided to the City on CD.

The consultant will be responsible for contacting all applicable local and state officials regarding each utility connection, permits, and document that each department responsible for permits or connection approval has agreed to the system's use.

Products: Construction document drawings on CD  
Specifications  
Bid package  
Final cost estimate  
Utility and building permit approvals

- g. Bid Period Services. Prepare all addenda during the bid period; attend pre-bid meeting(s), answer bidder's technical questions, and review bids.

Products: Addenda as required

- h. Construction Period Services. Provide project administration including the following: conduct project meetings; review and approve shop drawings and samples; evaluate and recommend the general contractor's monthly payments; monitor the general contractor's performance; and provide all clarification to construction documents.

Products: Construction period documentation

- i. Construction Close-out. Provide at a minimum the following services for project completion: commissioning of the building systems, develop and monetize the project punch list; check and confirm accuracy of as-built drawings produced by the contractor and incorporate any changes into the final record drawings of the project, obtain all operations and maintenance data; obtain all guarantees and warranties beyond one year; confirm spare parts; and sign final acceptance papers.

Products: Record drawings, (2) two hard copy set, (1) one .pdf set, and (1) one .dwg set in AutoCad format.  
Punchlist  
Close-out documentation  
Building commissioning documentation

- 4. **WORK PERFORMED BY THE CITY:** The City of Newport staff shall make available sufficient hours of staff personnel as necessary to meet with consultant and provide such information as required. The City has assigned a project manager through Department of Public Works who will generally oversee the work and provide support as needed.

City will provide selected consultant with all known documents, studies, conceptual drawings of the project site, geotechnical reports and copies of plans of existing building.

- 5. **MEETINGS:** All public meetings and workshops will take place in Newport, OR at locations of the City's designation. City will prepare press releases and provide public notice in advance of the meetings.
- 6. **DELIVERY OF WORK PRODUCT:** Unless otherwise specified, it is City's preference that work product be delivered in an electronic format. CAD and GIS data layers developed in conjunction with this project shall be provided to the City at project closeout. All deliverables and resulting work products from this contract will become the property of the City of Newport.

**Section III**  
**Anticipated Contract Performance Schedule**

The City anticipates having the selected consultant begin work in January of 2016; Construction bidding and award for the project will be completed by June, 2016. Construction shall be completed by December, 2016.

**Section IV**  
**Pre-proposal Meeting**

A pre-proposal meeting will be held at the City of Newport Fire Station located at 245 NW 10<sup>th</sup> Street, Newport, OR 97365 on December 3<sup>rd</sup>, 2014 at 10:00 a.m. The purpose of the meeting is to share information about the project, view the project site, and answer questions about the project. Proposer's attendance at this pre-proposal meeting is voluntary. Additional documents and information about the project will be available at the meeting. Statements made by City representatives at the meeting are not binding upon the City unless confirmed by written addendum.

**Section V**  
**Submittal Information**

Four (4) hard copy originals, and one (1) .pdf copy on either CD, DVD, or flash drive of each proposal will be received by the City until closing, **5:00 pm, December 11, 2015**. Responses received after this time will be rejected as non-responsive. Proposers shall submit proposals in a sealed opaque envelope, plainly marked "**City of Newport Fire Station Seismic Upgrades Consulting Services**". Faxed and emailed proposals will be rejected as non-responsive. Any late proposals cannot be considered and will be returned unopened. Send or deliver the proposals to:

Timothy Gross, Director of Public Works  
City of Newport  
169 SW Coast Highway  
Newport, OR 97365

**Section VI  
Instructions to Proposers**

Please note the following specific requirements for submitted proposals:

1. The City may modify this RFP via addenda before the proposal due date. Please check for regular updates at [www.orpin.oregon.gov](http://www.orpin.oregon.gov). Receipt of all addenda must be acknowledged in submitted proposals.
2. Proposers responding to this RFP do so solely at their expense. The City is not responsible for any proposer's expenses associated with responding to this RFP.
3. Proposers should reference the protest procedures set forth in Division 48 of the City's Public Contracting Rules, 2012 version.
4. Each proposal must include the information set forth in Section VII, Proposal Requirements, and address the criteria by which the proposals will be evaluated and ranked, set forth in Section VIII, Proposal Evaluation.

**Section VII  
Proposal Requirements**

1. **PROJECT PROPOSAL REQUIREMENTS:** Proposals should be organized in the following format:
  - a. Cover Letter. Provide a cover letter, signed by a duly constituted official legally authorized to bind the proposer to its proposal. The cover letter must include the name, address, and telephone number of the proposer submitting the proposal and the name, title, address, telephone number, fax number, and email address of the person, or persons, to contact whom are authorized to represent the proposer and to whom correspondence should be directed.
  - b. Project Approach and Understanding. Provide a detailed description of the Consultant's proposed approach demonstrating how the City's objectives will be accomplished as outlined in the above draft Scope of Work. Clearly describe and explain the reason for any proposed modifications to the methods, tasks and products identified in the draft Scope of Work outlined in Section 3 of this document.
  - c. Project Organization and Team Qualifications. Identification of all services to be provided by the principal firm and those proposed to be provided by subcontractors and information regarding the firm(s) assigned to the project including size of firm(s) and overall capabilities of each as considered

relevant to this project. Provide information regarding all personnel assigned as team members to this project including names, prior experience, position, role and level of responsibility in the project. The City reserves the right to reject any proposed firm or team member or to request their reassignment. The project manager shall be identified by name and shall not be changed without written approval by the City. The principal consulting firm must assume responsibility for any sub-consultant work and shall be responsible for the day to day management and direction of the project.

- d. Project Timeline. Proposed timeline for accomplishing the project, including critical paths and milestones, and specific consulting staff by task based on the draft Scope of Work.
- e. Project Coordination and Monitoring. Describe the process for ensuring effective communication between the Consultant and the City, and for monitoring progress to ensure compliance with approved timeline, budget, staffing and deliverables.
- f. Similar Project Experience. Specific examples of comparable work which best demonstrate the qualifications and ability of the team to accomplish the overall goals of the project under financial and time constraints. Provide names, addresses and telephone numbers of clients associated with each of these projects. Through submission of a proposal, all respondents specifically agree to and release the City of Newport to solicit, secure and confirm information provided.
- g. Proposal shall include, at a minimum, the following items:
  - i. The name of the person(s) authorized to represent the responding in negotiating and signing any agreement which may result from the proposal.
  - ii. Name and qualifications of the individual who will serve as the Project Consultant or Engineer.
  - iii. The names of the professional persons who will assist the Project Consultant or Engineer in performing the work and a current résumé for each, including a description of qualifications, skills, and responsibilities. The City is interested in professionals with experience serving small governmental entities and especially designing upgrades for existing facilities to meet seismic standards.
  - iv. Written affirmation that the firm has a policy of nondiscrimination in employment because of race, age, color, sex, religion, national origin, mental or physical handicap, political affiliation, marital status or other protected class, and has a drug-free workplace policy.
  - v. Proof of insurance for a minimum of \$1.3 million professional liability insurance, plus \$1.3 million comprehensive and automobile liability

insurance. Proof of coverage by Workers' Compensation Insurance or exemption.

- vi. A list of the tasks, responsibilities, and qualifications of any subconsultants proposed to be used on a routine basis and proof of adequate professional liability insurance for any subconsultants.
- vii. The names and current phone numbers of individuals representing three owners, to be used as references. References from public works projects are preferred. Please verify that the references identified had direct contact with your proposed team members.
- viii. Confirmation that the respondent is an Consultant licensed to work in the State of Oregon.
- ix. Confirmation that the proposer will make available the necessary personnel for this work. This should include the proximity of personnel to the City, and affirmation that such personnel can respond to City inquiries and/or be onsite within a maximum of 24-hours.

**Section VIII  
Proposal Evaluation**

**1. Evaluation Criteria**

<b>Proposals will be evaluated using the following criteria:</b>	<b>Points</b>
• Thoroughness, quality and conciseness of submittal, including whether or not it adheres to submittal instructions.	15
• Project understanding and approach for accomplishing the City's objectives.	15
• Qualifications of the project manager and project team, and proven ability to successfully complete projects of similar scope.	20
• Ability to complete the Scope of Work in accordance with the schedule outlined in this document.	15
• References from past and present clients with verification of: project completion timing, budget accuracy, and customers satisfaction	15
• Proximity of proposer to Newport Oregon and ability to appear onsite within 24 hours' notice.	10
• Results from interviews, if conducted	20
<b>Total Points Available</b>	<b>120</b>

**2. Evaluation Process**

Proposals will be initially screened pursuant to the following minimum qualifications:

1. Proposer is an Consultant or Engineer licensed to work in the State of Oregon.
2. Proposer's ability to provide the work needed by City to the standards required by the City, County and State.
3. Whether Proposer has the financial resources for the performance of the desired Consultant services, or the ability to obtain such resources.
4. Proposer is an Equal Opportunity Employer and being otherwise qualified by law to enter into the professional services agreement.

Once the initial screening process is completed, the remaining proposals will be evaluated under the criteria and weights accorded in Section VIII.1, above. If the City deems it desirable, the City may elect to interview one or more of the top candidates.

The City is using a qualifications based selection (QBS) process as mandated for contracts anticipated to exceed \$100,000 by recent changes to the state public contracting statutes (ORS 279C.110). As a result, selection of the most qualified candidate will be made without regard to the price of the services. If the City does not cancel the RFP, only after selecting the most qualified candidate will the City and the selected candidate enter into contract negotiations for the price of the services. The City shall direct negotiations toward obtaining written agreement on the Consultant's performance obligations, a payment methodology that is fair and reasonable to the City, and any other provisions the City believes to be in the City's best interest to negotiate.

If the City and the selected candidate are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the City, the City shall, either orally or in writing, formally terminate negotiations with the selected candidate. The City may then negotiate with the next most qualified candidate. The negotiation process may continue in this manner through successive candidates until an agreement is reached or the City terminates the RFP.

<b>Section IX Miscellaneous</b>
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The City reserves the right to: 1) Seek clarifications of each proposal; 2) Negotiate a final contract that is in the best interests of the City and the public; 3) Reject any or all proposals or cancel this RFP at any time if doing either would be in the public interest, as determined by the City in its sole discretion; 4) Award the contract to any proposer based on the evaluation criteria set forth in this RFP; 5) Waive minor informalities contained in any proposal, when, in the City's sole judgment, it is in the City's best interest to do so; and 6) Request any additional information City deems reasonably necessary to allow City to evaluate, rank and select the most qualified proposer to perform the services described in this RFP.

The services and responsibilities set forth in this RFP, together with any other documents required herein, shall be included in the contract executed by the successful proposer, as indicated in the attached contract form. Any open terms in the attached contract will be completed based upon City negotiation and awardee's proposal. Submittal of a proposal indicates a proposer's intent to execute the attached contract terms and be bound thereby.

**Section X  
Contact Information**

Direct all inquiries regarding the City of Newport Fire Station and this RFP to:

Timothy Gross, Director of Public Works  
City of Newport  
169 SW Coast Highway  
Newport, OR 97365  
Telephone: 541-574-3369  
Email: [t.gross@newportoregon.gov](mailto:t.gross@newportoregon.gov)

**Section XI  
Appendices**

The following appendices are included in this RFP:

Appendix A: Draft Professional Services Contract

**DRAFT PROFESSIONAL SERVICES AGREEMENT**

**<CONTRACT NAME>**

**THIS AGREEMENT** is between the City of Newport, an Oregon municipal corporation (City), and \_\_\_\_\_, a **<STATE>** corporation, which is registered to practice **<DISCIPLINE>** in the State of Oregon (Consultant).

**RECITALS**

- A. Pursuant to City Rule 137-048-0220, the City of Newport (City) solicited proposals for professional Consulting services to assist the City in \_\_\_\_\_.
- B. After reviewing all proposals, the City has selected \_\_\_\_\_ (Consultant) as the most qualified Consultant to provide the proposed services.
- C. Consultant is willing and qualified to perform such services.

**TERMS OF AGREEMENT**

**1. Consultant's Scope of Services**

Consultant shall perform professional Consulting services related to \_\_\_\_\_  
The City is free to utilize other Consultants or consultants as it deems appropriate.

**2. Effective Date and Duration**

This agreement is effective on execution by both parties and shall expire, unless otherwise terminated or extended, after three years. The parties may extend the term by mutual agreement.

**3. Consultant's Fee and Schedules**

**A. Fee**

Fees for services under this Agreement shall be based on time and materials and pursuant to the rates shown in Exhibit A, up to a maximum amount payable of \$\_\_\_\_\_. Consultant may increase the rates shown in Exhibit A on an annual basis, subject to the written approval of the City. Consultant will alert the City that Consultant when Consultant is increasing its fees. Consultant will bill for progress payments on a monthly basis. In order to determine the maximum monetary limit for each task, Consultant will submit a schedule and a labor hour estimate based on the rates shown in Exhibit A. Consultant will invoice monthly progress payments based on actual time worked on the project. The maximum monetary limit will not be exceeded without prior written approval by the City. Projects partially completed may be paid for in proportion to the degree of completion.

Consultant will be reimbursed for direct charges such as the cost of printing, postage, delivery services, and subconsultant fees. Unless specifically noted in the Task Order, direct charges will

be billed at cost without any markup. Office expenses such as computer cost, telephone calls, and overhead expenses are incidental and are included in the hourly rates shown in Exhibit A.

**B. Payment Schedule for Basic Fee**

Payments shall be made within 30 days of receipt of monthly billings based on the work completed. Payment by the City shall release the City from any further obligation for payment to the Consultant for service or services performed or expenses incurred as of the date of the statement of services. Payment shall be made only for work actually completed as of the date of invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

**C. Payment for Contingency Tasks**

When agreed to in writing by the City, the Consultant shall provide services described as Contingency Tasks in a Task Order.

**D. Certified Cost Records**

Consultant shall furnish certified cost records for all billings to substantiate all charges. Consultant's accounts shall be subject to audit by the City. Consultant shall submit billings in a form satisfactory to the City. At a minimum, each billing shall identify the Task Order under such work is performed, work completed during the billing period, percentage of work completed to date, and percentage of budget used to date for each task.

**E. Identification**

Consultant shall furnish to the City its employer identification number.

**F. Payment – General**

- 1) Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- 2) Consultant shall pay employees at least time and a half pay for all overtime worked in excess of 40 hours in any one week except for individuals under the contract who are excluded under ORS 653.010 to 653.261 or under 29 USC sections 201 to 209 from receiving overtime. Any subcontractors utilized by Consultant under this Agreement will be paid according to the then prevailing wage.
- 3) Consultant shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of Consultant or all sums which Consultant agrees to pay for such services and all moneys and sums which Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

- 4) Consultant shall make payments promptly, as due, to all persons supplying services or materials for work covered under this contract. Consultant shall not permit any lien or claim to be filed or prosecuted against the City on any account of any service or materials furnished.
- 5) If Consultant fails, neglects or refuses to make prompt payment of any claim for labor, materials, or services furnished to Consultant, sub-consultant or subcontractor by any person as such claim becomes due, City may pay such claim and charge the amount of the payment against funds due or to become due to the Consultant. The payment of the claim in this manner shall not relieve Consultant or its surety from obligation with respect to any unpaid claims.

**G. Schedule**

Consultant shall provide services under this Agreement in accordance with the Project Schedule.

**4. Ownership of Plans and Documents: Records; Confidentiality**

**A.** Definitions. As used in this Agreement, the following terms have the meanings set forth below:

- 1) Consultant Intellectual Property means any intellectual property owned by Consultant and developed independently from this Agreement that is applicable to the Services or included in the Work Product.
- 2) Third Party Intellectual Property means any intellectual property owned by parties other than City or Consultant that is applicable to the Services or included in the Work Product.
- 3) Work Product means the Services Consultant delivers or is required to deliver to City under this Agreement. Work Product includes every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein, and all copies of plans, specifications, reports and other materials, whether completed, partially completed or in draft form.

**B. Work Product**

- 1) Except as provided elsewhere in this Agreement, all Work Product created by Consultant pursuant to this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a “work made for hire” or an employment to invent, shall be the exclusive property of City. City and Consultant agree that such original works of authorship are “work made for hire” of which City is the author within the meaning of the United States Copyright Act. To the extent that City is not the owner of the intellectual property rights in such Work Product, Consultant hereby irrevocably assigns to City any and all of its rights, title, and interest in all original Work Product created pursuant to this Agreement, whether arising from copyright, patent, trademark, trade secret,

or any other state or federal intellectual property law or doctrine. Upon City's reasonable request, Consultant shall execute such further documents and instruments necessary to fully vest such rights in City. Consultant forever waives any and all rights relating to original Work Product created pursuant to this Agreement, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

- 2) In the event Consultant Intellectual Property is necessary for the use of any Work Product, Consultant hereby grants to City an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use Consultant Intellectual Property, including the right of City to authorize contractors, Consultants and others to use Consultant Intellectual Property, for the purposes described in this Agreement.
- 3) In the event Third Party Intellectual Property is necessary for the use of any Work Product, Consultant shall secure on City's behalf and in the name of City, an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the Third Party Intellectual Property, including the right of City to authorize contractors, Consultants and others to use the Third Party Intellectual Property, for the purposes described in this Contract.
- 4) In the event Work Product created by Consultant under this Agreement is a derivative work based on Consultant Intellectual Property or is a compilation that includes Consultant Intellectual Property, Consultant hereby grants to City an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of Consultant Intellectual Property employed in the Work Product, including the right of City to authorize contractors, Consultants and others to use the pre-existing elements of Consultant Intellectual Property employed in a Work Product, for the purposes described in this Agreement.
- 5) In the event Work Product created by Consultant under this Agreement is a derivative work based on Third Party Intellectual Property, or a compilation that includes Third Party Intellectual Property, Consultant shall secure on City's behalf and in the name of City an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of the Third Party Intellectual Property, including the right to authorize contractors, Consultants and others to use the pre-existing elements of the Third Party Intellectual Property, for the purposes described in this Agreement.
- 6) To the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, Consultant shall be indemnified and held harmless by City from liability arising out of re-use or alteration of the Work Product by City which was not specifically contemplated and agreed to by the Parties in this Agreement.
- 7) Consultant may refer to the Work Product in its brochures or other literature that Consultant utilizes for advertising purposes and, unless otherwise specified, Consultant may use standard line drawings, specifications and calculations on

other, unrelated projects.

**C. Confidential Information**

- 1) Consultant acknowledges that it or its employees, Sub-Consultants, subcontractors or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is the confidential information of City or City's residents. Any and all information provided by City and marked confidential, or identified as confidential in a separate writing, that becomes available to Consultant or its employees, Sub-Consultants, subcontractors or agents in the performance of this Agreement shall be deemed to be confidential information of City ("Confidential Information"). Any reports or other documents or items, including software, that result from Consultant's use of the Confidential Information and any Work Product that City designates as confidential are deemed Confidential Information. Confidential Information shall be deemed not to include information that: (a) is or becomes (other than by disclosure by Consultant) publicly known; (b) is furnished by City to others without restrictions similar to those imposed by this Agreement; (c) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; (d) is obtained from a source other than City without the obligation of confidentiality; (e) is disclosed with the written consent of City; or (f) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information; or (g) is required to be disclosed by law, subpoena, or other court order.
  
- 2) Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to City under this Agreement, and to advise each of its employees, Sub-Consultants, subcontractors and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist City in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Consultant shall advise City immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Consultant will at its expense cooperate with City in seeking injunctive or other equitable relief in the name of City or Consultant against any such person. Consultant agrees that, except as directed by City, Consultant will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Agreement, and that upon termination of this Agreement or at City's request, Consultant will turn over to City all documents, papers, and other matter in Consultant's possession that embody Confidential Information.

- 3) Consultant acknowledges that breach of this Section 4, including disclosure of any Confidential Information, will give rise to irreparable injury to City that is inadequately compensable in damages. Accordingly, City may seek and obtain injunctive relief against the breach or threatened breach of this Section 4, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of City and are reasonable in scope and content.

## 5. Assignment/Delegation

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other. If City agrees to assignment of tasks to a subcontractor, Consultant shall be fully responsible for the acts or omissions of any subcontractors. Any approval of a subcontractor does not create a contractual relationship between the subcontractor and City.

## 6. Consultant is Independent Contractor

- A. The City's project director, or designee, shall be responsible for determining whether Consultant's work product is satisfactory and consistent with this Agreement, but Consultant is not subject to the direction and control of the City. Consultant shall be an independent contractor for all purposes and shall not be entitled to compensation other than the compensation provided for under Section 3 of this Agreement. The City's acceptance of the work product as satisfactory does not relieve the Consultant from responsibility for any errors in the work product.
- B. Consultant is an independent contractor and not an employee of City. Consultant acknowledges Consultant's status as an independent contractor and acknowledges that Consultant is not an employee of the City for purposes of workers compensation law, public employee benefits law, or any other law. All persons retained by Consultant to provide services under this Agreement are employees of Consultant and not of City. Consultant acknowledges that it is not entitled to benefits of any kind to which a City employee is entitled and that it shall be solely responsible for workers compensation coverage for its employees and all other payments and taxes required by law. Furthermore, in the event that Consultant is found by a court of law or an administrative agency to be an employee of the City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Consultant under the terms of the Agreement, to the full extent of any benefits or other remuneration Consultant receives (from City or third party) as a result of the finding and to the full extent of any payments that City is required to make as a result of the finding.
- C. The Consultant represents that no employee of the City or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from the Consultant, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.
- D. Consultant and its employees, if any, are not active members of the Oregon Public Employees Retirement System.

- E. Consultant certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.
- F. Consultant is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

## 7. Indemnity

- A. The City has relied upon the professional ability and training of the Consultant as a material inducement to enter into this Agreement. Consultant represents to the City that the work under this Agreement will be performed in accordance with the professional standards of skill and care ordinarily exercised by members of the <DISCIPLINE> profession under similar conditions and circumstances as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of an Consultant's work by the City shall not operate as a waiver or release. Acceptance of documents by City does not relieve Consultant of any responsibility for design deficiencies, errors or omissions.
- B. Consultant shall defend, hold harmless and indemnify the City, its officers, agents, and employees from all claims, suits, or actions to the extent caused by the alleged negligent or otherwise wrongful acts or omissions of Consultant or its subcontractors, sub-Consultants, agents or employees under this Agreement. This indemnification does not extend to indemnification for negligent or otherwise wrongful acts or omissions of the City. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.
- C. Consultant shall save and hold harmless the City, its officers, agents, and employees from all claims, suits, or actions and all expenses incidental to the investigation and defense thereof, to the extent caused by the professional negligent acts, errors or omissions of Consultant or its subcontractors, sub-Consultants, agents or employees in performance of professional services under this Agreement. Any design work by Consultant that results in a design of a facility that does not comply with applicable laws including accessibility for persons with disabilities shall be considered a professionally negligent act, error or omission.
- D. As used in subsections B and C of this section, a claim for professional responsibility is a claim made against the City in which the City's alleged liability results directly or indirectly, in whole or in part, from the quality of the professional services provided by Consultant, regardless of the type of claim made against the City. A claim for other than professional responsibility is a claim made against the City in which the City's alleged liability results from an act or omission by Consultant unrelated to the quality of professional services provided by Consultant.

## 8. Insurance

Consultant and its subcontractors shall maintain insurance acceptable to City in full force and effect

throughout the term of this Agreement as detailed in this section. The insurance shall cover all risks arising directly or indirectly out of Consultant's activities or work hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Consultant and its subcontractors shall provide at least the following limits and coverages:

**A. Commercial General Liability Insurance**

Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form with policy limits of at least per occurrence. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement in an amount of \$2,000,000.

**B. Professional Liability**

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per claim shall not be less than \$1,300,000, or the equivalent. Annual aggregate limit shall not be less than \$2,000,000 and filed on a "claims-made" form.

**C. Commercial Automobile Insurance**

Commercial Automobile Liability coverage on an "occurrence" form including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,300,000.

**D. Workers' Compensation Insurance**

The Consultant, its subcontractors, if any, and all employers providing work, labor or materials under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Consultants who perform work without the assistance or labor of any employee need not obtain such coverage.

**E. Additional Insured Provision**

The Commercial General Liability Insurance Policy shall include the City its officers, directors, and employees as additional insureds with respect to this Agreement. Coverage will be endorsed to provide a per project aggregate.

**F. Extended Reporting Coverage**

If any of the liability insurance is arranged on a “claims made” basis, Extended Reporting coverage will be required at the completion of this Agreement to a duration of 24 months or the maximum time period the Consultant’s insurer will provide if less than 24 months. Consultant will be responsible for furnishing certification of Extended Reporting coverage as described or continuous “claims made” liability coverage for 24 months following Agreement completion. Continuous “claims made” coverage will be acceptable in lieu of Extended Reporting coverage, provided its retroactive date is on or before the effective date of this Agreement. Coverage will be endorsed to provide a per project aggregate.

**G. Notice of Cancellation**

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The 30 days’ notice of cancellation provision shall be physically endorsed on to the policy.

**H. Insurance Carrier Rating**

Coverage provided by the Consultant must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

**I. Certificates of Insurance**

As evidence of the insurance coverage required by the Agreement, the Consultant shall furnish a Certificate of Insurance to the City. No Agreement shall be effected until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this Agreement. A renewal certificate will be sent to the address below ten days prior to coverage expiration.

**J. Primary Coverage Clarification**

The parties agree that Consultant’s coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

**K. Copy of Policy or Certificate of Insurance**

A cross-liability clause or separation of insureds clause will be included in the general liability policy required by this Agreement. Consultant shall furnish City with at least 30-days written

notice of cancellation of, or any modification to, the required insurance coverages. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of City, in lieu thereof, a certificate in form satisfactory to City certifying to the issuance of such insurance shall be forwarded to:

Timothy Gross, PE  
Director of Public Works/City Engineer  
City of Newport  
169 SW Coast Highway  
Newport, Oregon 97365

Thirty days cancellation notice shall be provided City by certified mail to the name at the address listed above in event of cancellation or non-renewal of the insurance. The procuring of the required insurance shall not be construed to limit Consultant's liability under this agreement. The insurance does not relieve Consultant's obligation for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

#### **9. Termination Without Cause**

At any time and without cause, City shall have the right in its sole discretion, to terminate this Agreement by giving notice to Consultant. If City terminates the Agreement pursuant to this section, Consultant shall be entitled to payment for services provided prior to the termination date.

#### **10. Termination With Cause**

**A.** City may terminate this Agreement effective upon delivery of written notice to Consultant, or at such later date as may be established by City, under any of the following conditions:

- 1)** If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.
- 2)** If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
- 3)** If any license or certificate required by law or regulation to be held by Consultant, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

Any termination of this agreement under paragraph (A) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

**B.** City, by written notice of default (including breach of Agreement) to Consultant, may terminate this Agreement:

- 1)** If Consultant fails to provide services called for by this Agreement within the time

specified, or

2) If Consultant fails to perform any of the other provisions of this Agreement, or fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten days or such other period as City may authorize.

C. If City terminates this Agreement, it shall pay Consultant for all undisputed invoices tendered for services provided prior to the date of termination.

D. Damages for breach of Agreement shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

**11. Non-Waiver**

The failure of City to insist upon or enforce strict performance by Consultant of any of the terms of this Agreement or to exercise any rights hereunder, should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

**12. Notice**

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, or by fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

IF TO CITY OF NEWPORT

IF TO CONSULTANT:

Timothy Gross  
Director of Public Works/City Engineer  
City of Newport  
169 SW Coast Highway  
Newport, OR 97365  
541-574-3366  
t.gross@newportoregon.gov

The date of deposit in the mail shall be the notice date for first class mail. All other notices, bills and payments shall be effective at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

**13. Merger**

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

**14. Force Majeure**

Neither City nor Consultant shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractors or supplies due to such cause; provided that the parties so disabled shall within ten days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

**15. Non-Discrimination**

Consultant agrees to comply with all applicable requirements of federal and state statutes, rules, and regulations. By way of example only, Consultant also shall comply with the Americans with Disabilities Act of 1990, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

**16. Errors**

Consultant shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

**17. Extra Work**

Extra work or work on Contingency Tasks is not authorized unless the City authorizes the additional or contingency work in writing. Failure of Consultant to secure written authorization for extra work shall constitute a waiver of all right to adjustment in the Agreement price or Agreement time due to unauthorized extra work and Consultant shall be entitled to no compensation for the performance of any extra work not authorized in writing.

**18. Governing Law**

The Agreement is subject to Oregon law. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court in Lincoln County, Oregon.

**19. Compliance With Applicable Law**

Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work under this Agreement, including but not limited to those set forth in ORS 279A, B & C. While all required contractual provisions are included in Exhibit B, Consultant shall be familiar with and responsible for compliance with all other applicable provisions of the Oregon Public Contracting Code.

**20. Conflict Between Terms**

This instrument shall control in the event of any conflict between terms between this document and the RFP and/or proposal.

**21. Access to Records**

City shall have access to the books, documents, papers and records of Consultant that are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

**22. Audit**

Consultant shall maintain records to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate expenditures within the Agreement period. Consultant agrees to permit City or its duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

**23. Severability**

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the Agreement.

**24. Industrial Accident Fund Payment**

Consultant shall pay all contributions or amount due the Industrial Accident Fund that Consultant or subcontractors incur during the performance of this Agreement.

**25. Arbitration**

All claims, disputes, and other matters in question between the City and Consultant arising out of, or relating to this Contract, including rescission, reformation, enforcement, or the breach thereof except for claims which may have been waived by the making or acceptance of final payment, may be decided by binding arbitration in City's sole discretion, in accordance with the Oregon Uniform Arbitration Act, ORS 36.600, et seq. and any additional rules mutually agreed to by both parties. If the parties cannot agree on rules within ten (10) days after the notice of demand, the presiding judge of the Lincoln County Circuit Court will establish rules to govern the arbitration.

A claim by Consultant arising out of, or relating to this Contract must be made in writing and delivered to the City Administrator not less than 30 days after the date of the occurrence giving rise to the claim. Failure to file a claim with the City Administrator within 30 days of the date of the occurrence that gave rise to the claim shall constitute a waiver of the claim. A claim filed with the City Administrator will be considered by the City Board at the Board's next regularly scheduled meeting. At that meeting the Board will render a written decision approving or denying the claim. If the claim is denied by the Board, the Consultant may file a written request for arbitration with the City Administrator. No demand for arbitration shall be effective until the City Board has rendered a written decision denying the underlying claim. No demand for arbitration shall be made later than thirty (30) days after the date on which the

City has rendered a written decision on the underlying claim. The failure to demand arbitration within said 30 days shall result in the City Board's decision being binding upon the City and Consultant.

Notice of demand for arbitration shall be filed in writing with the other party to the agreement, subject to applicable statutes of limitation, except as set forth above. The City, if not the party demanding arbitration, has the option of allowing the matter to proceed with binding arbitration or by written notice within five (5) days after receipt of a demand for arbitration, to reject arbitration and require the Consultant to proceed through the courts for relief. If arbitration is followed, the parties agree that the award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modifications or appeal except to the extent permitted by Oregon law.

## **26. Attorney Fees**

If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this contract, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this contract without initiating litigation, Consultant agrees to pay City's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party

## **27. Complete Agreement**

This Agreement and any exhibit(s) hereto and any and all Task Orders executed by the parties constitute the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Any 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 Agreement. In the event of a conflict between the documents comprising this Agreement, interpretation shall occur in the following manner: 1) each individual Task Order; 2) this Agreement and any exhibits hereto; and 3) the RFP and Response. The following exhibits are attached to and incorporated into this Agreement:

- A. Exhibit A – Fees;
- B. Exhibit B – Oregon Public Contracting Code/required contractual provisions
- C. Exhibit C – Consultant of Record RFP and Consultant's Proposal.

## **28. Miscellaneous**

- A. Consultant agrees that news releases and other publicity relating to the subject of this Agreement will be made only with the prior written consent of City.
- B. Consultant shall comply with all virus-protection, access control, back-up, password, and other security and other information technology policies of City when using, having access to, or creating systems for any of City's computers, data, systems, personnel, or other information resources.
- C. Consultant will include in all contracts with subcontractors appropriate provisions as required by ORS 279C.580.
- D. Consultant will comply with environmental and natural resources regulations as set forth

in ORS 279B.525 and regulations relating to the salvaging, recycling, composting or mulching yard waste material, and salvage and recycling of construction and demolition debris as set forth in ORS 279B.225 and 270C.510.

**By their signatures hereunder, the parties acknowledge they have read and understand this Agreement and agree to be bound by its terms. This Agreement is effective on the date last signed below by a party below:**

**CITY OF NEWPORT:**

\_\_\_\_\_  
Spencer Nebel, City Manager

Date: \_\_\_\_\_

**<CONSULTANT>:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**CONSULTANT'S FEE SCHEDULE**

**EXHIBIT B**

**Oregon Public Contracting Requirements**

**ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS  
FOR THE PURCHASE OF GOODS AND SERVICES**

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).
- (5) Contractor agrees that if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1).
- (7) All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).
- (8) Contractor shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq). ORS 279B.235(3).
- (9) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2).

- (10) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.
- (11) The contract may be canceled at the election of City for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
- (12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.
- (13) Contractor certifies that it has not discriminated against minorities, women or emerging small business enterprises in obtaining any required subcontractors. ORS 279A.110.
- (14) As used in this section, “nonresident contractor” means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a “resident bidder” under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120.

**EXHIBIT C**  
**Consultant's Proposal**



**City of Newport  
Fire Station Seismic Upgrades  
Consulting Services RFP**

Timothy Gross, Director of Public Works  
City of Newport  
169 SW Coast Highway  
Newport, OR 97365

December 11, 2015



December 11, 2015

Timothy Gross, Director of Public Works  
City of Newport  
169 SW Coast Highway  
Newport, OR 97365

Dear Mr. Gross,

ZCS Engineering appreciates the opportunity to submit a proposal for the Newport Fire Station Seismic Upgrades RFP. Our previous experience with the City of Newport includes the Structural Seismic Evaluation Report we completed for your Seismic Rehabilitation Grant Program application. This detailed knowledge of the facility's structure gives ZCS a lead on the project timeline, ensuring we'll be able to start promptly if awarded the project.

Previously, ZCS Engineering successfully designed and rehabilitated four fire stations under the Seismic Rehabilitation Grant Program, and have since been awarded four additional grants funded by the same program. Throughout the design and rehabilitation process, which included the grant application, design and construction administration, our engineers gained experience by working with varying structural systems, and retrofit challenges and solutions.

With over 37 years of experience and four office locations, the team at ZCS Engineering is committed to providing you with cost effective solutions that ensure your project will be completed on time and within your budget. Please feel to contact us with any further questions.

Sincerely,



Zachary A. Stokes, PE  
Branch Manager  
524 Main Street, Suite 2  
Oregon City, Oregon 97045  
T: (503) 659-2205  
ZachS@ZCSEngineering.com



Russel C. Carter, PE, SE  
President  
900 Klamath Avenue  
Klamath Falls, OR 97601  
T: (541) 884-7421  
RussC@ZCSEngineering.com

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# Project Approach & Understanding

ZCS Engineering is committed to communicating the scope of this project effectively, and collaborating with the City of Newport in making decisions that will impact the performance and overall use of the Fire Station. We will work closely with the Project Manager to develop a pre-construction and construction schedule to help reduce the stress of this project on staff and operations of the facility.

The design will be submitted in accordance with the phasing as described in Section II of the RFP. It is expected that each phase will be subject to review by the City and local agencies, with the addition of comments or revisions as required. Included in the phasing are the following tasks necessary for project delivery:

## WORK PLAN

**ZCS will communicate the final breakdown of fees** associated with each scope of work item identified in the RFP. A meeting will be scheduled with staff to go over the work plan prior to acceptance by the City. We will identify each scope item, as well as assigned personnel.

## EXISTING PHYSICAL CONDITIONS REVIEW

A thorough review of the building and existing drawings will be conducted. Additional interior selective demolition may be required to collect the additional information on building construction, and to confirm information presented in the as-built documents.

- **Meetings will be held with site personnel** (current and past) to determine additional services requiring upgrades as part of the seismic renovation.
- **Consultation with the City's Geotechnical Engineer (FEI)** will determine additional investigation requirements that will be required to finalize the foundation recommendations.
- **Review of the existing mechanical, plumbing and electrical systems** with prescribed code requirements by project engineers will determine additional rehabilitation requirements.

## SCHEMATIC DESIGN

Schematic Design for this project will include:

- **Perform site visits to verify structural systems** and advance schematic level as-built building drawings
- **Collate findings in preliminary calculations** to assist in the determination of the existing building structural seismic deficiencies
- **Development of graphical and written conceptual design solutions** to the Program for the owner / client's approval
- **A Findings Report of the existing physical conditions.** The Report will outline any deviations determined to be required, and the reasoning behind them.

## SCHEMATIC DESIGN - CONTINUED

- **Design Narratives** associated with the architectural, mechanical, plumbing and electrical systems
- **Final Structural Rehabilitation Recommendations.** Prepare preliminary drawings for use by our Cost Consultant.
- **Review of final Geotechnical Report** prepared by the City's Geotechnical Engineer for preliminary foundation strengthening requirements
- **Prepare a schematic level Cost Estimate**
- **Review of documentation prepared in the schematic design phase** with City personnel

## PERMITTING

- **A pre-project meeting will be held with all Authorities Having Jurisdiction (AHJ's).** The purpose of the meeting with the AHJ's will be to determine any additional permitting requirements (zoning corrective measures, utility upgrades, required seismic upgrades, etc.) associated with the project. AHJ's required at the meeting will include, but are not limited to: City Engineer, City Planning, Fire Marshall, and City Building Official.
- **Preparation of a design narrative** to present to City Personnel

## DESIGN DEVELOPMENT

Design development for this project will be defined as:

- **Schematic design will be refined**, including designing details and selecting materials, after the initial schematic design has been approved by the owner / client.
- **Design development drawings will be prepared** associated with each trade: architectural, structural, mechanical, electrical and plumbing.
- **Coordination of foundation rehabilitation requirements** and proposed design drawings, and solutions with the City Geotechnical Engineer
- **Preparation of design development level cost estimate**
- **Review of documentation prepared in the design development phase** with the City
- **Meetings with the City to discuss proposed schematic rehabilitation program** and make adjustments to benefit the use of the building during and after construction
- **A structural evaluation of the existing structure, based on the ASCE 41** to identify all areas of structural deficiency, will be performed
- **A collaborative in-house work session** to develop structural repair strategies, resolve primary structural deficiencies, and perform value engineering of schematic design
- **Structural calculations will be determined** per the seismic rehabilitation program to the building as proposed, based on the 2014 OSSC, and ASCE 41

## DESIGN DEVELOPMENT - CONTINUED

- **Develop 40% structural rehabilitation construction plans** with the seismic rehabilitation plan
- **Multidisciplinary coordination and review of Architectural and MEP impacts** from seismic rehabilitation
- **Perform in-house quality control** using peer and principal engineer review
- **Meet with the City** to discuss the seismic rehabilitation scheme findings and solutions

## CONSTRUCTION DOCUMENTS & BUILDING PERMITS

- **Structural analysis** of final seismic rehabilitation program
- **Develop complete structural rehabilitation construction documents** and specifications to implement selected seismic rehabilitation program for CM/GC delivery method
- **Coordinate 80% drawings** with the owner and design team
- **Perform in-house quality control** using peer and principal engineer review
- **Incorporate final team comments**, address any conflicts, and review for value engineering
- **Coordinate permit submittal documents** and provide response to local building department

## BID PERIOD SERVICES

- **Assist with CM/GC solicitation and selection**
- **Attend pre-bid meeting**
- **Coordinate bid documents** and provide response to Request For Information (RFI) received during the bidding period as needed

## CONSTRUCTION PERIOD SERVICES

- **Review shop drawings**, material testing reports, inspection reports, and other submittals
- **Attend periodic project meetings** and perform necessary site visits and observations
- **Perform necessary structural inspections**, and provide inspection reports
- **Provide response to Request for Information (RFI)** issued by the G.C.
- **Review and make recommendations for material substitution requests**, alternate construction options (design not included), and change orders issued by the G.C.
- **Provide as-built document submittal** for owner's records (significant construction alterations to be provided by the G.C. in the form of marked-up prints)
- **Facilitate review and reporting of necessary information for Seismic Rehabilitation Grant Program**
- **Review Contractor pay requests** and make recommendations to the City

## CONSTRUCTION CLOSE - OUT

- **Perform commissioning** of the building systems
- **Develop and monetize the project punch list**
- **Check and confirm accuracy of as-built drawings** produced by the contractor and incorporate any changes into the final record drawings of the project
- **Obtain all operations and maintenance data**
- **Obtain all guarantees and warranties** beyond one year and confirm spare parts
- **Sign final acceptance papers**

# Project Organization & Team Qualifications

## ZCS ENGINEERING, INC.

ZCS is a Pacific Northwest consulting firm offering structural, civil and construction engineering services. We are an NAICS Code 541330 Engineering Service classified Small Business, and licensed to do business in the state of Oregon. Our current staff consists of 30 employees: two Structural/Professional Engineers, five Professional Engineers, 11 Engineering Technicians, one Engineering Intern, as well as additional support staff. We have offices located in Klamath Falls, Grants Pass, Oregon City, and Medford. Because of our various locations, our team is able to respond quickly, efficiently and cost effectively to projects located throughout the entire state of Oregon.

ZCS will be providing the planning, design and construction administration services for the Newport Fire Station seismic upgrade, and has assembled a team of highly qualified staff members.

## DLR GROUP - SUB CONSULTANT

ZCS has also teamed with The DLR Group to provide specialty architectural support as well as mechanical, electrical and plumbing engineering. We will be developing the construction documents with DLR's support on facility needs assessment, space planning, finish and fixture selection, and color selection. DLR's engineers will provide full MEP design and documents.

## DIVERSIFIED CONTRACTORS, INC - SUB CONSULTANT

Additionally, we've added a Cost Consultant to our team - Diversified Contractors, Inc. (DCI). ZCS and DCI have worked on projects together for over two decades. To ensure the overall project budget, Diversified Contractors, Inc. (DCI) will review design drawings at the end of each design phase and produce a line item cost breakdown.

NAME	ROLE	FIRM
Russ Carter, PE, SE	Principal Engineer	ZCS Engineering
Zachary Stokes, PE	Project Manager/Lead Engineer	ZCS Engineering
Matt Smith, PE, SE	Structural Engineer	ZCS Engineering
Sylas Allen, PE	Quality Assurance/Control	ZCS Engineering
Carla Weinheimer, AIA, DBIA	Architectural Project Leader	DLR Group
Amy Vohs, AIA	Project Architect	DLR Group
Chris Narramore, PE	Mechanical Engineer	DLR Group
Sean Avery, PE, LEED AP	Electrical Engineer	DLR Group
Shahzad Uppal, PE, RCDD	Low Voltage Engineer	DLR Group
Brad Mason	Cost Consultant	DCI

# Project Team



## PRINCIPAL

Registered Civil & Structural Engineer: Oregon 18653

Registered Civil Engineer:  
Washington 34644  
California 53988  
Colorado 36094  
North Carolina 39420

BS Civil Engineering  
Oregon Institute of Technology

## Russell C. Carter, PE, SE

Russ is one of the original employees of ZCS Engineering, Inc., then Zbinden Engineering. He began in 1989 as an engineering technician while attending Oregon Institute of Technology (OIT). Russ became a Professional Engineer in 1995, and a Structural Engineer in 2001. In 2001, Russ became President and CEO of Zbinden · Carter · Souders Engineering, Inc (ZCS). His engineering background is diverse, and includes practical experience in structural and civil engineering, with specialized expertise in seismic retrofit and bridge and highway construction techniques.

## SIMILAR PROJECTS

City of Garibaldi

*Garibaldi Fire Station Seismic Retrofit*

Klamath County Fire District #1

*Station 6, Seismic Retrofit & Building Renovation*

Grants Pass Fire Rescue

*Hillcrest Fire Station Seismic Retrofit*

City of Langlois

*Langlois Fire Station Seismic Retrofit*

Klamath County Fire District #1

*New Fire Station #5*

City of Coos Bay

*City Hall/Police Station Seismic Retrofit & Building Renovation*

Southern Oregon University

*Churchill Hall Seismic Retrofit & Building Renovation*

Ashland School District

*Seismic Retrofit & Building Renovations*

City of Medford

*City Hall Structural Retrofit & Building Renovation*

Lakeview School District

*Seismic Retrofit & Building Renovations – Fremont Elementary & Lakeview High School*



## Zachary A. Stokes, PE

Zach became an intern with ZCS prior to graduation from the Oregon Institute of Technology. After graduation, he became a permanent employee with ZCS, and has worked diligently to develop close relationships with multiple government agencies throughout the state, including ODOT, TriMet Portland, WSDOT and the City of Klamath Falls.

### SIMILAR PROJECTS

Rogue River Elementary School  
*Seismic Rehabilitation Study and Seismic Retrofit*

Mt. Angel School District  
*John F. Kennedy High School Seismic Evaluation*

Silver Falls School District

- *Eugene Field Facility Evaluation*
- *District-wide Seismic Evaluations*

Oregon City Public Schools

- *Gardiner Middle School Expansion*
- *Ogden School Modular Classrooms*
- *Jackson Campus Fire Escape Evaluation*

Eagle Ridge Charter High School  
*Eagle Ridge Remodel*

Klamath Falls City Schools

- *Conger Elementary Cafeteria Addition*
- *Klamath Union High School Elevator Addition*
- *Roosevelt Elementary Gymnasium*
- *Bus Barn Floor Replacement*

Klamath County School District  
*Chiloquin Beam Repair*

Klamath Falls City Schools &  
Klamath County School District  
*Roof Replacements*

### PROJECT MANAGER

Registered Civil Engineer  
Oregon: 81129

BS Civil Engineering  
Oregon Institute of Technology



## Matthew R. Smith, PE, SE

Matthew has over eleven years of structural engineering experience, and has been with ZCS Engineering since March of 2003. He has experience with a variety of projects, including educational, commercial and industrial structures. As Director of Structural Engineering, Matthew works with the Operations Team to provide structural expertise in addition to leading and growing the Structural Team for all four ZCS offices.

### SIMILAR PROJECTS

Klamath County Fire District #1  
*Station 6 Seismic Retrofit & Building Renovation*  
*Station 3 - New Station*

### STRUCTURAL ENGINEER

Registered Civil Engineer:  
Oregon 70888  
Montana 20402  
Louisiana 36951  
N. Carolina 39086  
Idaho 15234

Registered Structural Engineer:  
California 68824

BS Civil Engineering  
Oregon Institute of Technology

City of Langlois  
*Langlois Fire Station Seismic Retrofit*

City of Klamath Falls  
*Police Station Seismic Retrofit & Building Renovation*

Klamath Falls City Schools  
*Mills Elementary School Auditorium Seismic Retrofit & Building Renovation*

Lakeview Schools Seismic Retrofit & Building Renovations  
*Fremont Elementary and Lakeview High School*

Klamath Falls City Schools  
*Eagle Ridge High School Seismic Retrofit & Building Renovation*

Ashland School District  
• *Ashland High School Building Renovation & Addition*  
• *Bellview Elementary Seismic Hazard Reduction & Addition*

South Valley Bank and Trust, Lake View Branch  
*Seismic Retrofit & Building Renovation*



## Sylas E. Allen, PE

Sylas began working at ZCS Engineering as an Engineering Technician while he was obtaining his Civil Engineering degree at Oregon Institute of Technology. Prior to working for ZCS, he gained valuable hands-on experience working in the residential and commercial construction field. During his time at ZCS, Syllas has gained extensive engineering experience ranging from custom residential and industrial structures to municipal projects. His enthusiasm for design projects has proven to be an asset to the successful ZCS design team. While working as the branch manager in Bend, and now Grants Pass, he has successfully secured many quality client relationships.

### QUALITY CONTROL / ASSURANCE

Registered Civil Engineer:  
Oregon 70775  
California 68509

BS Civil Engineering, Minor in  
Technical Communications  
Oregon Institute of Technology

### SIMILAR PROJECTS

City of Garibaldi

*Garibaldi Fire Station Seismic Retrofit*

City of Coos Bay

- *Coos Bay City Hall/Police Station Seismic Retrofit & Building Renovation*
- *On-Call Structural Engineer of Record*
- *Coos Bay Egyptian Theatre Seismic Retrofit & Building Renovation*

Grants Pass Fire Rescue

*Hillcrest Fire Station Seismic Retrofit*

Southern Oregon University

*Churchill Hall Seismic Retrofit & Building Renovation*

Rogue River School District #35

*Rogue River Elementary School Seismic Rehabilitation Study*

City of Medford

*Medford City Hall Structural Retrofit & Building Renovation*

Jackson County School District #9

- *Eagle Point Elementary Facility Assessment and Seismic Evaluation*
- *Little Butte Elementary Facility Assessment and Seismic Evaluation*

Three Rivers School District

- *Applegate Elementary School Seismic Retrofit*
- *Ft. Vannoy Elementary School Seismic Rehabilitation Study*



# Carla Weinheimer, AIA, DBIA

## ARCHITECTURAL PROJECT LEADER

### PROFESSIONAL BIO

Carla's interest in public service has led her to focus her practice of architecture on projects that serve and enhance the public realm. She has over 25 years of experience planning, designing, and managing large scale public sector projects of various types including public safety facilities, courthouses, detention facilities, and City Halls. She has a particular expertise in working with complex civic project processes and works closely with clients and the public to develop design solutions that improve the community fabric and support high quality public service delivery. She enjoys working with multi-stakeholder client groups to identify project goals and to establish a road map for project success. She has strong team leadership skills and extensive experience with a variety of collaborative delivery processes from early project planning through design and construction. She has extensive experience in alternative delivery methods having successfully completed large scale design-build and CM at Risk projects. She is a registered architect, a member of the AIA Academy of Architecture for Justice, and a DBIA certified professional.

### EDUCATION

Master of Architecture, University of Virginia

Master of Science in Architecture, University of Cincinnati

Bachelor of Arts, Mathematics and English, Principia College

### REGISTRATION & LICENSING

Professional Architect, OR #6564 (also WA, VA and MO)  
NCARB # 74291

### AFFILIATIONS

American Institute of Architects (AIA)  
Design-Build Institute of America (DBIA)  
Academy of Architecture for Justice (AAJ)

### RELEVANT EXPERIENCE

Klamath Falls Union High School Addition and Renovations; Klamath Falls, OR  
McCarver Elementary School Modernization; Tacoma, WA

Oregon Youth Authority Statewide Facility Renovations; OR

King County Youth Services Courthouse and Detention Replacement Project - Design-Build Competition, Programming and Design Criteria Documents, and Predesign; Seattle, WA \*

Oregon Department of Corrections Junction City Prison; Junction City, OR \*

Bellevue City Hall, Police and 911 Communications; Bellevue, WA \*

San Diego County Women's Detention Facility; Santee, CA\*

San Diego County East Mesa Detention Facility Expansion; San Deigo, CA\*

Commonwealth of Virginia Study and Redevelopment Plan of Juvenile Correctional Center Institutional Facility Model; Richmond, VA \*

DuPage County Jail; Wheaton, IL \*

McHenry County Courthouse; Woodstock, IL \*

Kent County Courthouse; Grand Rapids, MI \*

Panama Police National Campus Master Plan; Panama City, Panama \*

City of Lynnwood Police, Courts and Jail Programming & Concept Design Study; Lynnwood, WA \*

Phoenix Convention Center Expansion Study; Phoenix, AZ \*

Los Angeles Convention Center Expansion Study; Los Angeles, CA \*

Baton Rouge Convention Center; Baton Rouge, LA \*

Yakima Convention Center; Yakima, WA \*

Meydenbauer Center Expansion; Bellevue, WA \*

*\*Performed while at a previous firm.*



# Amy Vohs, AIA

## PROJECT ARCHITECT

### PROFESSIONAL BIO

With 17 years of experience in detailing and managing projects Amy Vohs has developed a creative energy around architectural design, documentation, and construction administration that shines through to each client she interacts with. Amy brings an honest and open approach to both her professional and personal performance. Along with being skilled in the technical applications of project delivery, including many state-of-the-art computer application; Amy has gained valuable experience working within the owner's specifications and bringing the project in under budget.

### EDUCATION

Bachelor of Architecture, University of Kansas

### REGISTRATION & LICENSING

Professional Architect, OR #5115  
NCARB # 62067

### AFFILIATIONS

American Institute of Architects (AIA)

### RELEVANT EXPERIENCE

Klamath Falls Union High School Addition and Renovation; Klamath Falls, OR  
Gateway Mall; Portland, OR  
The Mall at Robinson; Pittsburg, CA  
Orchard Supply Hardware; various locations  
Southland Mall Remodel; Hayward, CA  
Trolley Square Marketplace; Salt Lake City, UT  
Glendale Marketplace; Glendale, CA  
Uniqlo – Massachusetts Various Locations\*  
Fred Meyer Various Locations\*  
Safeway Various Locations\*

*\*Performed while at a previous firm.*



# Chris Narramore, PE

MECHANICAL ENGINEER

## PROFESSIONAL BIO

Chris Narramore is a mechanical engineer with more than 25 years of experience as a project manager and project engineer. In addition to projects completed for Boeing and other corporate clients, Chris has experience working with civic clients, as well as higher education, K-12, institutional and industrial facilities design. He has participated in every aspect of the design process, from determining owners' needs during the Discovery Process, through project close-out.

## EDUCATION

Bachelor of Science, Mechanical Engineering,  
University of Arkansas

## REGISTRATION & LICENSING

Mechanical Engineer, OR #84086 (also WA, CA, HI, OK and AR)

## AFFILIATIONS

American Institute of Architects (AIA)

## RELEVANT EXPERIENCE

Klamath Falls Union High School Addition and Renovation; Klamath Falls, OR  
Morrow County School District Facility Planning and Community Outreach;  
Heppner, OR

King County Rainier Beach Public Health Center Renovation; Seattle, WA

Scappoose High School Addition and Renovation; Scappoose, OR

Petersen Elementary School; Scappoose, OR

Banks High School; Banks, OR

Idaho Corrections Center Expansion; Boise, ID

Clackamas Town Center Addition and Renovation; Clackamas, OR



## Sean Avery, PE, LEED AP

### ELECTRICAL ENGINEER

#### PROFESSIONAL BIO

Sean Avery is a talented electrical designer whose personable style and interest in renewable energy systems makes him a great asset to the team. Sean's project experience ranges from corporate to educational, and includes work with photovoltaic energy systems. In addition to his engineering studies at the UW, Sean studied theatrical lighting, enabling him to design creative, energy efficient lighting solutions that typically perform below energy code. Sean will be responsible for all electrical engineering design and documentation.

#### EDUCATION

Master of Science, Electrical Engineering - Power Systems, University of Washington  
Bachelor of Science, Power Systems / Analog Design - Electrical Engineering, University of Washington

#### REGISTRATION & LICENSING

Electrical Engineer, OR #86692 (also WA, ID, MT, HI and CT)

#### AFFILIATIONS

National Council of Examiners for Engineering & Survey  
Illuminating Engineering Society of North America  
Institute of Electrical and Electronics Engineers  
United States Green Building Council (USGBC)

#### RELEVANT EXPERIENCE

Jefferson County Courthouse; Madras, OR  
Klamath Falls Union High School Addition and Renovation; Klamath Falls, OR  
Conger Elementary School Addition; Klamath Falls, OR  
Clatsop County Sheriff's Office Relocation; Astoria, OR  
Rockwood Charter School; Gresham, OR  
Everett Municipal Court; Everett, WA  
Google Kirkland Campus Expansion; Kirkland, WA  
South Correctional Entity (SCORE Jail); Des Moines, WA  
Clatsop County Jail Expansion; Astoria, OR  
The Evergreen State College - College Activities Building (CAB) Renovation; Olympia, WA  
Oregon Youth Authority Norblad Hall Renovations; Salem, OR



# Shahzad Uppal, PE, RCDD

## LOW-VOLTAGE ELECTRICAL ENGINEER

### PROFESSIONAL BIO

Shahzad has a breadth of experience designing government facilities of various sizes and complexities. Specifically, his experience includes designing power distribution, lighting and special systems design such as voice/data, fire alarm, nurse call, security, sound systems, and hookup of HVAC. He is experienced in providing engineering calculations, code reviews, creative lighting design including lighting energy budget calculations, cost estimating, preparation of electrical specifications, shop drawing review and construction administration. Shahzad consistently strives to create strong professional relationships with the owner, architect and contractor through open communication to achieve a system design within budget and on schedule.

### EDUCATION

Bachelor of Science, Electrical Engineering,  
University of Oklahoma

### REGISTRATION & LICENSING

Mechanical Engineer, OR #84502 (also WA, CA  
and HI)  
Registered Comm Distribution Designer (RCDD)

### AFFILIATIONS

United States Green Building Council (USGBC)  
Building Industry Consulting Service International

### RELEVANT EXPERIENCE

SCORE Jail; Des Moines, WA  
Rockwood Charter School; Gresham, OR  
Deer Ridge Correctional Institution, Minimum Facility; Madras, OR  
Deer Ridge Correctional Institution, Medium Facility; Madras, OR  
Conger Elementary School Addition; Klamath Falls, OR  
Idaho Corrections Center Expansion; Boise, ID  
Canyon County New Jail Predesign; Caldwell, ID  
City of Lynnwood Permit Center; Lynnwood, WA  
Wayne L. Morse U.S. Courthouse; Eugene, OR  
Petersen Elementary School; Scappoose, OR  
Clackamas Town Center Addition and Renovation; Clackamas, OR



## BRAD MASON

Diversified Contractors, Inc. - Vice President

Diversified Contractors, Inc. (DCI) began more than 30 years ago building and remodeling homes in Klamath Falls, Oregon. Since that time, DCI has cultivated a tradition of quality work and reliable service in the residential, commercial, industrial, and municipal markets. Our portfolio consists of a wide range of projects, in addition to the Lake County School District #7 Seismic and Geothermal project, including the recent Mills Elementary School Auditorium Seismic Rehabilitation and the Klamath County Fire District #1 Station 6 Seismic Rehabilitation.

### COST CONSULTANT

Klamath Union High School  
Oregon Institute of Technology  
Southern Oregon State College

### SIMILAR PROJECTS

- Klamath County Fire District #1  
*Station #3  
Rehabilitation & Remodel of Station #6*
- Mills Auditorium Seismic Rehabilitation
- Lakeview Schools  
*Seismic & Geothermal Retrofit*
- Collins Products Bowstring Truss Repair
- Running Y Convention Center
- Sanford Children’s Clinic
- City of Klamath Falls South Portal Project
- Klamath 911 Center
- Ridgewater Entry & Sales House
- Eldorado Heights Assisted Living Facility
- Western Beverage Company
- Lava Beds National Monument Visitor’s Center
- Lava Beds National Monument Research Center
- Numerous projects for Winema National Forest
- Klamath Falls Air Tanker Base
- Klamath County Government Center

# Project Timeline

ZCS has prepared a tentative project schedule noting the desire by the City to have the project completed by the end of 2016. The schedule extends into the beginning of January 2017 to allow the use of a Construction Manager / General Contractor (CM/GC). This construction delivery method is recommended by ZCS. It has been our experience on similar seismic rehabilitation projects, that a CM/GC provides an additional level of quality control on a project's budget and schedule.

The additional month in the schedule allows for the CM/GC to provide budgeting and constructability reviews which will likely result in additional value engineering prior to final bidding of the project. The following schedule maintains the requirement of the grant program to have the project closed out by early 2017:

2016 - 2017	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN
Notice of Intent to Award	■												
Work Plan	■												
Existing Conditions Review		■											
Schematic Design		■	■										
Permitting		■											
CM/GC RFP Solicitation & Selection			■	■									
Design Development			■	■	■								
CM/GC Construct. Review & Cost Estimate					■	■							
Construction & Bid Documents						■	■						
Bid Period Services							■	■					
CM/GC Guarantee Max. Price Determination								■					
Construction Period Services								■	■	■	■	■	■
Construction Close-out Services													■

# Project Coordination & Monitoring

To ensure effective communication throughout the project, a single point of contact for the design team will be appointed as Project Manager (PM). All team members will communicate through the Project Manager so City personnel have one point of contact. All questions from City personnel from will be directed to the Project Manager.

The project schedule will be re-evaluated at each design phase of the project. If delays in the schedule occur, additional staff will be assigned to the project to re-establish the design schedule. It is understood by the project team that the funding is subject to being spent in two years after the initial contract with the State of Oregon Infrastructure Finance Authority.



To ensure the overall project budget, Diversified Contractors, Inc. (DCI) will review the design drawings at the end of each design phase. A line item cost breakdown will be done. At the end of each phase, if it is determined that the project is over budget, the design team will meet with DCI to discuss project overruns and cost reduction solutions. These will be presented to City personnel.

ZCS and DLR are dedicated to the Newport Fire Station. We understand the project funding limitation associated with grant programs, namely, that the project has a set budget, the City does not have additional funds and they are limited to a two year schedule. The source requires the funds be spent within two years.

To ensure the budget and project are met at the time of construction, ZCS will recommend to the City that the project be constructed using the Construction Manager / General Contractor (CM/GC) delivery method. This allows the contractor to be part of the design team, ensuring we don't exceed the project budget and schedule. ZCS has extensive experience using this method on seismic rehabilitation projects.

# Similar Experience

## HILLCREST FIRE STATION



<b>Client:</b>	City of Grants Pass Public Safety
<b>Contact:</b>	Lang Johnson, Deputy Chief
<b>Phone:</b>	(541) 450-6200
<b>Cost:</b>	\$477,000
<b>Size:</b>	9,500 sq. ft.
<b>Completed:</b>	2013
<b>Location:</b>	Grants Pass, OR
<b>Function:</b>	Fire & Rescue Facility
<b>Duration:</b>	1 Year

This project consisted of a seismic rehabilitation and hazard reduction design of a single-story, 1970's reinforced concrete fire station. Strengthening of this essential facility included:

- Installation of new concrete shearwalls
- Exterior wall anchorage
- Diaphragm upgrades
- Associated foundation upgrades

The strengthening plan was uniquely designed to incorporate concrete shearwalls in form of exterior buttresses to not interfere with the existing window walls and function of the facility while significantly increasing the reliability of the structural systems and maintaining the original appearance of the building.

## FIRE STATION #6



<b>Client:</b>	Klamath County Fire District #1
<b>Contact:</b>	John Spradley, Fire Chief
<b>Phone:</b>	(541) 885-2056
<b>Cost:</b>	\$1.34 Million
<b>Size:</b>	7,700 sq. ft.
<b>Completed:</b>	2012
<b>Location:</b>	Klamath Falls, OR
<b>Function:</b>	Fire District Facility
<b>Duration:</b>	1 Year

This was a seismic rehabilitation and hazard reduction design of a two-story, 1930's unreinforced masonry fire station. The rehabilitation included a remodel to increase the functionality of the current usage of the building by district administration. Strengthening of this facility included the installation of new steel braced frames, exterior wall anchorage, diaphragm upgrades, and associated foundation upgrades. The design follows guidelines required for a potential historical building registration.

## GARIBALDI FIRE STATION



<b>Client:</b>	City of Garibaldi
<b>Contact:</b>	Jay Marugg, Fire Chief
<b>Phone:</b>	(503) 322-3635
<b>Cost:</b>	\$300,000
<b>Size:</b>	14,000 sq. ft.
<b>Completed:</b>	2013
<b>Location:</b>	Garibaldi, OR
<b>Function:</b>	Fire Station
<b>Duration:</b>	1 Year

This seismic rehabilitation project, funded by a seismic grant program, strengthened a weak story and provided out-of-plane connections for the face of this 1950's Fire Station and City Hall.

Additionally, a portion of full-height crawl space was converted to usable office space. ZCS provided the structural engineering, bidding assistance and construction support.

## LANGLOIS FIRE STATION



<b>Client:</b>	Langlois Rural Fire Protection Dis.
<b>Contact:</b>	Michael Murphy
<b>Phone:</b>	(541) 348-2564
<b>Cost:</b>	\$250,000
<b>Size:</b>	5,600 sq. ft.
<b>Completed:</b>	2012
<b>Location:</b>	Langlois, OR
<b>Function:</b>	Fire Station
<b>Duration:</b>	1 Year

This project consisted of the seismic rehabilitation and hazard reduction design of a 5,600 sq. ft. facility with:

- Dispatch communication equipment room
- Offices and associated storage rooms
- Conference/briefing areas
- Records storage
- Restrooms
- Apparatus bays

Strengthening of this essential facility included roof connections, lateral systems and CMU bracing.

## ROGUE VALLEY INTERNATIONAL - MEDFORD AIRPORT FIRE STATION



**Client:** Jackson County Airport Authority  
**Contact:** (541) 772 - 8068  
**Cost:** \$200,000 (est.)  
**Size:** 6,080 sq. ft.  
**Completed:** 2014  
**Location:** Medford, OR  
**Function:** Airport Fire Station  
**Duration:** In Progress

ZCS Engineering was contracted by the Jackson County Airport Authority to complete a seismic evaluation of the existing Rogue Valley International-Medford Airport ARFF (Aircraft Rescue & Fire Fighting) Building. The building is a 6,080 square foot, CMU and wood structure, originally constructed in 1986.

The intent of the evaluation was to determine the structural integrity of the building during a seismic event, and whether the structure was a candidate for the Oregon Seismic Rehabilitation Grant Program. ZCS prepared an application for the 2014 cycle of the grant program, which was accepted and awarded to the Jackson County Airport Authority. The seismic strengthening program is currently in design and construction is scheduled for the spring of 2016.

## STATION #5



**Client:** Medford Fire - Rescue  
**Contact:** Justin Bates  
**Phone:** (541) 772 - 2300  
**Cost:** \$150,000 (est.)  
**Size:** 4,200 sq. ft.  
**Completed:** 2015  
**Location:** Medford, OR  
**Function:** Fire Station  
**Duration:** In Progress

Medford Fire - Rescue contracted ZCS Engineering to complete a seismic evaluation of the existing Station #5 facility. The building is a 3,300 square-foot wood framed structure that was originally built in 1973.

ZCS determined that the structure was generally in good condition, but provided a list of recommended hazard mitigation measures that could be implemented at the client's discretion. Schedule for design and construction of the mitigation measures has not been determined.

## COOS BAY PUBLIC SAFETY BUILDING



<b>Client:</b>	City of Coos Bay
<b>Contact:</b>	Randy Dixon
<b>Phone:</b>	(541) 269 - 8918
<b>Cost:</b>	\$2.5 Million
<b>Size:</b>	40,000 sq. ft.
<b>Completed:</b>	2012
<b>Location:</b>	Coos Bay, OR
<b>Function:</b>	City Hall & Police Facility
<b>Duration:</b>	1 Year

This project included seismic rehabilitation and hazard reduction design of a single story, 1970's, conventionally-framed upper floor level, over a pre-cast concrete parking structure. Strengthening of this essential facility included:

- Wood panel shear walls
- Diaphragms
- Connections
- Lower level concrete shear walls
- Associated foundations

ZCS's responsibilities included performing as the structural and civil engineer of record, as well as the design professional in charge. ZCS performed necessary damage assessment, surveys, and as-built documentation to fully coordinate the project through completion.

## NON-DISCRIMINATION POLICIES

ZCS Engineering, Inc. is a small, regional consulting firm that is still privately owned by our Founder, Richard Zbinden, and President/CEO, Russell Carter, who has been with ZCS for 26 years. Syllas Allen, our Southern Oregon area Manager, is also a stockholder and longtime employee of the firm. ZCS is committed to providing equal employment opportunities to all persons regardless of race, color, religion, ethnic background, country of origin, age, sex, sexual orientation, disability (with reasonable accommodation), veteran or marital status, or other protected class status. ZCS requires that all employees cooperate fully to ensure the fulfillment of this commitment in all actions and decisions; including, but not limited to:

- Recruitment, advertising, or solicitation for employment
- Hiring, placement, promotion, transfer, and discharge
- Compensation and benefits
- Selection for training

## INSURANCE

See attachments

## ADDENDA

Addendum #1 was received

## REFERENCES

### **Randy Dixon, Operations Administrator**

City of Coos Bay Police Station and Public Works Project  
Public Works and Development Department  
500 Central Avenue, Coos Bay, OR 97420  
T: (541) 269-1181 Ext. 2201  
C: (541) 260-4580  
E: rdixon@coosbay.org

### **Chief John Spradley**

Klamath County Fire District #1  
143 N. Broad Street  
Klamath Falls, OR 97601  
T: (541) 885-2056

### **Lang Johnson, Deputy Chief – Fire / Rescue Bureau**

Hillcrest Public Safety Station  
City of Grants Pass  
101 NW "A" St. Grants Pass, OR 97526  
T: (541) 450-6201  
F: (541) 476-1929  
E: ljohnson@grantspassoregon.gov

## AVAILABILITY

Consulting for the City of Newport Fire Station Seismic Upgrades Project will be serviced from ZCS's Oregon City office, which is located 2.5 hours from Newport. ZCS is committed to providing onsite service within 24 hours notice.

# Oregon Workers' Compensation Certificate of Insurance



**Mail to:**

ZBINDEN CARTER SOUDERS ENGINEERING INC  
900 KLAMATH AVE  
KLAMATH FALLS, OR 97601-5808

**Certificate holder:**

CITY OF NEWPORT  
TIMOTHY GROSS, DIRECTOR OF PUBLIC  
WORKS  
169 SW COAST HIGHWAY  
NEWPORT, OR 97365

**The policy of insurance listed below has been issued to the insured named below for the policy period indicated. The insurance afforded by this policy is subject to all the terms, exclusions and conditions of such policy; this policy is subject to change or cancellation at any time.**

**Insured**

Zbinden Carter Souders Engineering Inc  
900 Klamath Ave  
Klamath Falls, OR 97601-5808

**Producer/contact**

United Insurance Agencies LLC  
United Insurance Agencies LLC  
541.242.6464 kellyc@uiaoregon.com

**Issued** 12/09/2015

**Policy** 925838

**Period** 01/01/2016 to 01/01/2017

**Limits of liability**

Bodily Injury by Accident \$500,000 each accident  
Bodily Injury by Disease \$500,000 each employee  
Body Injury by Disease \$500,000 policy limit

**Description of operations/locations/special items**

**Important**

This certificate is issued as a matter of information only and confers no rights to the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies above. This certificate does not constitute a contract between the issuing insurer, authorized representative or producer and the certificate holder.

Authorized representative

Kerry Barnett  
President and CEO





# CERTIFICATE OF LIABILITY INSURANCE

ZBIND-2

OP ID: LR

DATE (MM/DD/YYYY)  
12/10/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Great Basin Insurance 826 Main Street P. O. Box 69 Klamath Falls, OR 97601 James Hoppe	<b>CONTACT NAME:</b> Lesley Hayden <b>PHONE (A/C, No, Ext):</b> 541-851-2502 <b>E-MAIL ADDRESS:</b> lesley.hayden@gr8basin.com		<b>FAX (A/C, No):</b> 541-884-0052
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hartford Casualty Insurance Co <b>INSURER B:</b> Sentinel Insurance Co, Ltd <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>		<b>NAIC #</b> 30104 30104
<b>INSURED</b> Zbinden Carter Souders Engineering, Inc. 900 Klamath Avenue Klamath Falls, OR 97601-0000			

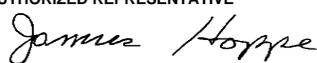
**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			52SBAVU4630	06/19/2015	06/19/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			52UECJR0193	06/19/2015	06/19/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			52SBAVU4630	06/19/2015	06/19/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

<b>CITYNEW</b>  City of Newport Attn: Timothy Gross Director of Public Works 169 SW Coast Highway Newport, OR 97365	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 	186
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January 31, 2016

Timothy Gross, PE  
Public Works Director / City Engineer  
City of Newport  
169 SW Coast HWY  
Newport, Oregon 97365

Reference: City of Newport Fire Station Seismic Upgrades  
245 NW 10<sup>th</sup> Coast HWY  
Newport, OR 97365

Subject: Seismic Rehabilitation Consulting Services Proposal

I would like to thank you for the opportunity to prepare a fee proposal to provide professional services for the Seismic Retrofit of the City of Newport Fire Station located at the above address. The purpose of this proposal is to outline the professional consultant effort and associated fees for developing the construction documents and support necessary to fulfill the grant obligation. The work associated with the following tasks is necessary for advancing the preliminary structural rehabilitation plans prepared by ZCS for the Seismic Rehabilitation Grant (SRG) dated September, 2014. The rehabilitation work will be designed based on the 2010 Oregon Structural Specialty Code (OSSC) and the American Society of Civil Engineer's rehabilitation document ASCE 41-06: Seismic Rehabilitation of Existing Buildings. Once final construction has been completed under the rehabilitation plan, the building will meet the performance level for an essential facility as identified in ASCE 41-06.

It is our intention, the following scope and associated fees will satisfy the requirements found in the RFP related to scope of work item number one "Work Plan". Once you have reviewed the following information we would like to have a meeting with the appropriate parties to explain our understanding of each phase and assist with any questions developed as required by the RFP. We prepared the following fees for each scope item outlined in our response to the RFP. After the following fee breakdown we have provided our understanding of each scope item. The associated fees for each scope item are as follows:

**Scope of Services and Fee Breakdown:**

Phase 1	Existing Physical Condition Review	Not-to-Exceed Fee: \$10,250
Phase 2	Schematic Design	Not-to-Exceed Fee: \$12,250
Phase 3	Permitting	Not-to-Exceed Fee: \$6,000
Phase 4	Design Development	Not-to-Exceed Fee: \$34,100
Phase 5	Construction Documents & Building Permits	Not-to-Exceed Fee: \$44,275

Phase 6	Bid Period Services	Not-to-Exceed Fee: \$6,000
Phase 7	Construction Period Services	Not-to-Exceed Fee: \$49,500
Phase 8	Construction Close - Out	Not-to-Exceed Fee: \$5,000

Total: \$167,375 (Not-to-Exceed)

The following outlines the associated scope of work associated with each phase of the project identified above. Included in the description of work we have assigned key personnel in responsible charge for each phase as a requirement of the RFP. If anytime a key personnel member needs to be changed due to staffing issues, we will notify the City in writing.

*Phase 1 – Existing Physical Conditions Review:*

A thorough review of the building and existing drawings will be conducted. Additional interior selective demolition maybe required to collect the additional information on building construction, and to confirm information presented in the as-built documents.

- A minimum of one (maximum of two) meeting(s) will be held with site personnel (current and past) to determine additional services requiring upgrades as part of the seismic renovation
- Consultation with the City's Geotechnical Engineer (FEI) will determine additional investigation requirements that will be required to finalize the foundation recommendations.
- Review the existing mechanical, plumbing and electrical systems with prescribed code requirements by project engineers will determine additional rehabilitation requirements.

These services will be performed by Zach Stokes, project manager, and Kevin Hassett, staff engineer.

*Phase 2 – Schematic Design:*

- Perform site visits to verify structural systems and advance schematic level as built building drawings
- Collate findings in preliminary calculations to assist in the determination of the existing building structural seismic deficiencies
- Development of graphical and written conceptual design solutions to the Program for the owner / client's approval
- A Findings Report of the existing physical conditions. The Report will outline any deviations determined to be required, and the reasoning behind them
- Design Narrative associated with the architectural, structural, mechanical, plumbing and electrical systems
- Final Structural Rehabilitation Recommendations. Prepare preliminary drawings for use by our Cost Consultant.
- Review of final Geotechnical Report prepared by the City's Geotechnical Engineer for preliminary foundation strengthening requirements.
- Prepare a schematic level Cost Estimate
- Review of documentation in the schematic design phase with City personnel

These services will be performed by Zach Stokes, project manager, Kevin Hassett, staff engineer, Matthew Smith, project lead engineer and Russell Carter, principal in charge.

Phase 3 - Permitting:

- A pre-project will be held with all Authorities Having Jurisdiction (AHJ's). The purpose of the meeting with the AHJ's will be to determine any additional permitting requirements (zoning corrective measures, utility upgrades, required seismic upgrades, etc.) associated with the project. AHJ's required at the meeting include, but not limited to: City Engineer, City Planning, Fire Marshall, and City Building Official
- Preparation of a design narrative to present to City Personnel

These services will be performed by Zach Stokes, project manager and Kevin Hassett, staff engineer.

Phase 4 – Design Development:

- Schematic design will be refined, including designing details and selecting materials, after the initial schematic design that has been approved by the owner / client
- Design development drawings will be prepared associated with each trade: architectural structural
- Design-build design development specifications will be prepared associated with the following trades: mechanical, plumbing and electrical.
- Coordination of foundation rehabilitation requirements and proposed design drawings, and solutions with the City Geotechnical Engineer.
- Preparation of design development level cost estimate
- Review of documentation prepared in design development with City Personnel
- Meeting with City to discuss proposed schematic rehabilitation program and make adjustments to benefit the use of the building during and after construction
- A structural evaluation of the existing structure, based on ASCE 41 to identify all area of structural deficiency, will be performed
- A collaborative in-house work session to develop structural repair strategies, resolve primary structural deficiencies, and perform value engineering of schematic design
- Structural calculations will be determined per the seismic rehabilitation program to the building as proposed, based on the 2014 OSSC and ASCE 41
- Develop 40% structural rehabilitation construction plans with the seismic rehabilitation plan
- Multidisciplinary coordination and review of Architectural and MEP impacts from seismic rehabilitation
- Perform in-house quality control using peer and principal engineer review
- Meet with the City to discuss the seismic rehabilitation scheme findings and solutions

These services will be performed by Zach Stokes, project manager, Kevin Hassett, staff engineer, Matthew Smith, project lead engineer and Russell Carter, principal in charge.

Phase 5 – Construction Documents & Building Permits:

- Structural analysis of final seismic rehabilitation program
- Develop complete structural rehabilitation construction documents and specifications to implement selected seismic rehabilitation program for CM/GC delivery method
- Coordinate 80% drawings with the owner and design team
- Perform in-house quality control using peer and principal engineer review
- Incorporate final team comments, address any conflicts, and review value engineering
- Coordinate permit submittal documents and provide response to local building department

These services will be performed by Zach Stokes, project manager, Kevin Hassett, staff engineer, Matthew Smith, project lead engineer and Russell Carter, principal in charge.

The above services will include structural calculations stamped by a registered structural engineer, structural drawings including framing plans, foundation plan, and structural building sections with

necessary structural details, structural notes, and specifications for CM/GC bid level construction documents.

The work associated with non-structural finishes for this project include the development of bid level specifications and room finish schedules as required for the contractor to implement a replacement program of impacted non-structural finishes and building envelope outlined in the demolition plan. The work will also include the attachment of non-structural components such as lights, ceilings, cabinets, storage racks, etc. Work will also include (as necessary for proper communication of the work) site plan, code analysis summary, floor plans, roof plan, wall sections, exterior elevations, interior elevations, reflected ceiling plans, and special inspection schedules.

It is our understanding the mechanical, electrical, and plumbing work will be limited to the work ancillary to the required demolition plan. In addition, the seismic rehabilitation of these systems will include the attachment and bracing of specific units, components, and duct systems to secure them from falling. It is our understanding these systems are in good working order.

Phase 6 – Bid Period Services:

- Assist with CM/GC solicitation and selection
- Attend pre-bid meeting
- Coordinate bid documents and provide response to Request For Information (RFI) received during the bidding period as needed.

These services will be performed by Zach Stokes, project manager and Kevin Hassett, staff engineer.

Phase 7 – Construction Period Services:

- Review shop drawings, material testing reports, inspection reports and other submittals
- Attend periodic project meetings and perform necessary site visits and observations
- Perform necessary structural inspections, and provide inspection reports
- Provide response to Request for Information (RFI) issued by the G.C.
- Review and make recommendations for material substitution requests, alternate construction options (design not included), and change order issued by the G.C.
- Provide as-built document submittal for owner's records (significant construction alterations to be provide by the G.C. in the form of marked up plans)
- Facilitate review and reporting of necessary information for Seismic Rehabilitation Grant Program
- Review Contractor pay requests and make recommendations to the City

These services will be performed by Zach Stokes, project manager and Kevin Hassett, staff engineer.

Phase 8 – Construction Close - Out:

- Develop and monetize the project punch list
- Check and confirm accuracy of as-built drawings produced by the contractor and incorporate any changes into the final record drawings of the project
- Obtain all operations and maintenance data
- Obtain all guarantees and warranties beyond one year and confirm spare parts
- Sign final acceptance papers

These services will be performed by Zach Stokes, project manager and Kevin Hassett, staff engineer.

This proposal is based on the following assumptions:

- Engineering related to construction sequence or procedures and value engineering during the construction phase are considered extra services and can be negotiated as needed
- Geotechnical hazard report will be provided by the City directly. ZCS will only coordinate these services
- Based on our knowledge of the structure, it is not anticipated that destructive testing will be required for this project. If needed, direct expenses for all equipment, materials, and labor required for destructive investigation. Destructive equipment rental and materials sampling has been included in the above fee.
- Minimal amounts of hazardous materials are known within the building. The sampling and testing of these materials is outside the scope of the above fees. These services will need to be contractor between the appropriate parties and the City. ZCS can help facilitate the selection of these services.
- Any work resulting from modifications of the scope of work made by the owner or required by local agencies after commencement of work affecting structural design or drawings will be provided on a time and materials basis per prior authorization from the owner
- Our current insurance coverage will be satisfactory and not required to be increased under our agreement with the owner

Please accept this proposal for your review and feel free to contact me if you have any questions or require additional information. We are willing to negotiate our scope and fee as required to better suit the objectives of the City. Please review and contact our office if you have any questions or would like to discuss an alternate approach. We are prepared to sign a formal contract agreement.

Thank you again for the opportunity to provide this proposal.

Sincerely,



Matthew R. Smith, PE, SE  
Director of Structural Engineering

Att

## Agenda Item:

### **Approval of Task Order No. 2 with HDR Engineering for Phase IV - Engineering Preliminary Design, Environmental Permitting and Professional Survey to Determine the Feasibility of Constructing a Roller Compacted Concrete Dam at the Big Creek Reservoirs**

#### Background:

On September 21, 2015, the City Council accepted the report on the seismic evaluation of Big Creek Dams No. 1 and No. 2, Phase III, engineering evaluation and corrective action, as prepared by HDR Engineering. As part of the approval, the City Council requested further discussion and analysis regarding other ways to mitigate the life risks identified by the State of Oregon posed by the existing dams. City Engineering has reviewed the areas that would be impacted by dam failure. To address the loss of life issues, the City would have to acquire 18 private homes, acquire additional undeveloped property, address the flooding of the Water Treatment Plant and relocate the Big Creek Park in order to try to address the life hazard issue. In discussing this issue with Keith Mills, Oregon Dam and Safety engineer with the Oregon Water Resources Department, there are a number of significant maintenance issues that are occurring with the dam structures that would be required to be addressed if these dams were not replaced, in addition to the acquisition and relocation of the properties in the flood area. We also discussed with Mr. Mills the issue that the flood area for the dams is also identified by DOGAMI as a tsunami inundation area. Mr. Mills indicated that due to the limited duration of a tsunami event, and the fact that the valley is protected by the fill area for US 101, the dam failure risk is determined independently of a tsunami event.

In addition, we discussed what the State's reaction would be in the event that we chose not to address any structural issues with the dams. He indicated the State's probable action would be to restrict the elevation of water that would be allowed to be stored in the reservoirs. From a City standpoint, a significant reduction in the amount of water that can be stored in the reservoirs would certainly be problematic during the summer months when the reservoir levels can drop significantly with current storage.

Mr. Mills also indicated this is great opportunity for the City to significantly increase its overall storage capacity to meet not only current needs, but needs in the future. In addition, Mr. Mills had indicated the City has a great site to build a dam structure that will be stable relating to future seismic events.

If the Council proceeds with this next phase, the suggested preferred location for a roller compacted concrete dam would be evaluated. This would be done in order to determine issues relating to the depth of soil above the bedrock at the proposed dam location, which would be removed to bedrock. This would then allow for the development of a more specific estimate for the future construction of a new dam at that location. Mr. Mills also indicated that the design of a new roller compacted dam would be such that it would increase the storage capacity for the City, replace the two existing reservoirs with one larger reservoir, and restore lost storage due to sediment accumulation. It is also his opinion that if the preliminary evaluation of the dam location confirms what is expected for conditions at that location, the constructed dam would be able to withstand a Cascadia subduction zone event without experiencing catastrophic failure.

I believe it is important that we proceed with the task order to initiate the preliminary design including permitting and professional survey to determine the feasibility of constructing a roller compacted concrete dam at the Big Creek Reservoirs in the preferred location.

**Recommendation:**

I recommend the City Council consider the following motion:

**I move approval of Task Order No. 2, Phase IV - Engineering Preliminary Design, Environmental Permitting, and Professional Survey to Determine the Feasibility of Constructing a Roller Compacted Concrete Dam at the Big Creek Reservoirs, with HDR Engineering in the amount of \$159,942.12, and authorize the City Manager to execute the agreement on behalf of the City.**

**Fiscal Effects:**

\$451,300 has been appropriated in Fiscal Year 2015-16 that is available for this project.

**Alternatives:**

The Big Creek Dams No. 1 & 2, Phase III, engineering evaluation and corrective action identified a number of other alternatives that the City Council could pursue. It is the general consensus that if we proceed with the construction of the dam to replace the existing two earthen dams at Big Creek that the location identified with this alternative is the best alternative.

Also, please note that we have had discussions regarding the long term development of Rocky Creek. We had an opportunity to discuss this issue with Keith Mills as well. I think it is important that the City continue to take steps to maintain its water rights for Rocky Creek. It is important for the long term future of Newport and the region that this option be maintained. In the event that the preliminary engineering indicates unanticipated problems would occur with the potential construction of a new dam at Big Creek, there is always the opportunity to further explore the Rocky Creek option going forward. Mr. Mills said the construction of a new reservoir at this location would be a very expensive proposition. It is my opinion, as was discussed a number of years ago, that the Rocky Creek solution would really need to be a regional effort among all the water users within the Lincoln County area to become a reality.

Respectfully Submitted,



Spencer R. Nebel  
City Manager



STAFF REPORT  
CITY COUNCIL AGENDA ITEM

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

**Title:** Approve Task Order No. 2 with HDR Engineering for Phase IV - Engineering Preliminary Design, Environmental Permitting, and Professional Survey to Determine the Feasibility of Constructing a Roller Compacted Concrete Dam at the Big Creek Reservoirs

**Recommended Motion:**

I move to approve Task Order No. 2, *Phase IV - Engineering Preliminary Design, Environmental Permitting, and Professional Survey* to Determine the Feasibility of Constructing a Roller Compacted Concrete Dam at the Big Creek Reservoirs, with HDR Engineering in the amount of **\$159,942.12** and authorize the City Manager to execute the agreement on behalf of the City of Newport.

**Background Information:**

On September 21, 2015, City Council accepted the Seismic Evaluation of Big Creek Dams No. 1 and 2, Phase 3 - Engineering Evaluation and Corrective Action Alternatives as prepared by HDR Engineering, and authorized staff to begin the preliminary design process for Alternative 2 that was identified in the report, a roller compacted concrete dam downstream of the upper Big Creek Dam.

Before initiating this next task order, City Council requested that staff discuss with Oregon Dam Safety other means of mitigating the loss of life hazard associated with failure of the dams. On Friday, February 5, 2016, Spencer Nebel, City Manager, and Tim Gross, Public Works Director/City Engineer, met with Keith Mills, Oregon Dam Safety Engineer with the Oregon Water Resources Department to further discuss what options are available for addressing the Big Creek Dams.

City staff asked if it was possible to purchase all of the properties within the inundation zone of a dam failure to reduce the high hazard dam status of the structures. Keith replied that it may be theoretically possible, but it would include relocating the new water treatment facility which is also in the hazard area, and the option also does not address the long term sustainability of the City's water supply. Attached is a map of the sunny day inundation area showing the properties affected if both dams breach. Total property acquisition if this option was considered would include 18 private homes, and the relocation of the water treatment plant and Big Creek Park.

Keith further added that the existing dam structures are in need up upgrades to the underdrains, spillways and valves and he indicated that costs associated with upgrades of this nature are typically substantial. City staff have not done an estimate regarding what the potential costs for these upgrades may be, but a drawdown pipe rehabilitation for the lower dam completed in 2013 cost approximately \$150,000. A copy of the most recent dam inspection for the Big Creek Dams is attached to this memo.

City staff further inquired about the impact to the inundation zone as a result of a possible concurrent tsunami wave. Keith responded that a tsunami would likely have little impact on the inundation area of a dam breach. Although the tsunami inundation area maps produced by DOGAMI shows the area east of the Highway 101 embankment as being inundated by a tsunami wave, Keith indicated that they likely did not consider the damming effect of the highway embankment or that that a tsunami wave is of relatively short duration and would have to flow through a small 4' diameter double box culvert to reach the east side of the embankment.

The outcome of the engineering evaluation and corrective action study (Phase III) recommended a new roller compacted concrete (RCC) dam downstream of Big Creek Dam #2. This new dam would have storage capacity that is sufficient to replace the current capacity of the two existing reservoirs, restore lost storage due to sediment accumulation in both reservoirs and provide for increased future water supplies. Phase IV of the project described in the attached scope of work includes the next necessary steps to confirm the feasibility of the site, update the design configuration, initiate environmental compliance activities, and to provide a cost estimate of suitable accuracy to support funding of the project. This scope includes Part 1 of the Phase IV which is the survey of the proposed project area and the geophysical explorations of the new dam site.

#### **Fiscal Notes:**

This scope of work is anticipated to cost \$159,942.12. In the proprietary capital projects fund, \$451,300 have been appropriated in FY15-16 for this project (403-6210-75100-11025). City staff have applied for a Oregon Water Resources 1069 Grant which was submitted on February 1, 2016, requesting \$460,000 for this and future phases of design for a proposed dam replacement. Results from this grant request should be available later in the spring of 2016.

#### **Alternatives:**

Alternatives to the proposed RCC dam were discussed in the Seismic Evaluation of Big Creek Dams No. 1 and 2, Phase 3 - Engineering Evaluation and Corrective Action Alternatives as prepared by HDR Engineering at the September 21, 2015 City Council Meeting and are available in those minutes.

#### **Attachments:**

- Phase IV - Engineering Preliminary Design, Environmental Permitting, and Professional Survey scope of work from HDR Engineering
- Dry Day Inundation Map for the Big Creek Dams 1 and 2
- 2015 Annual Dam Inspection Report from Keith Mills, Oregon Dam Safety Engineer, Oregon Water Resources Department

**Task Order 02**

**Phase IV – Engineering Preliminary Design & Environmental Permitting**

**Professional Survey**

City of Newport, Oregon

Seismic Evaluation of Big Creek Dams #1 and #2

December, 2015

## Introduction

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HDR has performed engineering evaluations and concept design for the Big Creek Dams (1 and 2) as described in the scope of work for Phase Three dated June 2014 with some additional modeling required by the state to justify the recommendations in the report. The additional information was presented to Newport City Council and Mr. Keith Miles, Dam Safety Engineer from the Oregon Water Resources Department on September 8<sup>th</sup>, 2015 at a Council workshop session which also included additional clarification and understanding/explanations on the findings of the evaluation and concept design.

This scope of work describes part of the next Phase IV of the remediation of the Big Creek Dams project. The outcome of the engineering evaluation and corrective action study (Phase III) recommended a new roller compacted concrete (RCC) dam downstream of Big Creek Dam #2. This new dam would have storage capacity that is sufficient to replace the current capacity of the two existing reservoirs, restore lost storage due to sediment accumulation in both reservoirs and provide for increased future water supplies.

Phase IV of the project includes the next necessary steps to confirm the feasibility of the site, update the design configuration, initiate environmental compliance activities, and to provide a cost estimate of suitable accuracy to support funding of the project.

This scope includes Part 1 of the Phase IV which is the survey of the proposed project area and the geophysical explorations of the new dam site.

## Scope of Work

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### **1.0 Project Management HDR**

#### **Objectives**

Project management will be provided during the next phase of work to guide surveying activities, monitor/update budget and schedule. This includes invoicing, and coordination with the City of Newport (City) and the HDR/ survey team/geophysical contractor for completion of the deliverables for each subconsultant.

The purpose of this task is to plan and execute surveying and geophysical efforts of the HDR subconsultant team in accordance with the schedule and budget established in this scope of services. Work activities described below will be provided to cover the project management activities.

#### **Work Tasks:**

- Monitor project progress including work completed, work remaining, budget expended
- Invoicing/monthly reports
- Subconsultant coordination
- Quality control
- Schedule management
- Meetings

#### **Assumptions**

- The total duration of this part of Phase IV of the project is assumed to be up to 3 months.
- City will participate in conference calls and workshops/meetings as appropriate.
- City will review narrative report amendments and approve invoices.
- City will review and approve modifications to approach, schedule, and deliverables as appropriate.

#### **Deliverables**

- Monthly progress narrative and monthly invoices.
- Records of meetings and teleconference calls.

## **2.0 Survey of New Dam Site and Surrounding Terrain**

### **Objectives**

There is no existing survey of the area around the proposed site of the RCC dam. A survey will be completed by Cardno Inc. The survey will be performed in order to provide suitable site controls and topography for the dam site and related facilities in the surrounding areas such as new access roads, the raw water pipeline, and a fish ladder. The survey will provide the information needed to estimate excavation volumes, topography, slopes of the future road and pipeline, and it provides the basis for establishing quantities for the new construction. The survey is needed for the design and cost estimates. Cardno shall provide project management, field and office surveying services for engineering design, environmental surveying support services and right-of-way retracement services.

### **Project Assumptions:**

This scope was developed jointly by HDR Engineering, Inc. hereinafter referred to as HDR and by Cardno, Inc. hereinafter referred to as Surveyor.

- a. City shall obtain access to all municipal, county, state, and federal lands.
- b. City shall obtain access to private property.
- c. Permission to Entry Property (PEP) shall be obtained prior to accessing public or private property.
- d. HDR shall provide Surveyor with the following project information:
  - Existing Topographic Survey of Existing Big Creek Dam No. 1 (Lower Dam).
  - Existing LiDAR data.
  - Maps of property along Big Creek.
- e. Location of existing vegetation, i.e., trees and shrubs is not a part of this scope. Surveyor shall only locate tree line/edge of vegetation.
- f. City shall provide utility locates on city owned property.
- g. Scope and deliverables dates were developed based on receiving notice to proceed (NTP) by February 1, 2016.

### **Scope of Work Cardno:**

#### **1.0 Surveying from Big Creek Dam #1 (Lower Dam) to Big Creek Dam #2 (Upper Dam)**

Surveyor shall perform all surveying activities and produce all mapping products under the direct supervision of a Professional Land Surveyor holding a valid certificate to practice in the State of Oregon.

#### **1.1 Project Management Cardno**

##### **1.1.1 Coordination**

Surveyor will have direct contact with HDR for technical and process coordination and shall report to HDR with project and scope issues, updates and arrangements such as meetings, and coordinate the requests for individual deliverables or alterations.

1.1.2 Survey Requests

Surveyor will support survey requests, as needed, per HDR's design requirements.

1.1.3 Review Meetings

Surveyor shall schedule one (1) meeting, to be held in Portland, OR. This meeting will include:

- A kickoff meeting to review the schedule and deliverable dates and requirements for all the deliverables.

1.1.4 Safety

Surveyor shall submit a project specific emergency plan which will include the addresses and phone numbers of the nearest medical facilities and how to contact EMS/Rescue and Law Enforcement.

1.1.5 Schedule

Surveyor shall insure that sufficient office and field staff are assigned to meet the Project schedule and shall report to HDR any condition which will affect the delivery of this project.

1.1.6 Startup

Surveyor shall meet with HDR to develop the survey scope and schedule.

1.2 Control Survey

*Task Assumption: A road legalization Record of Survey was recorded by Lincoln County Public Works in 2015 for Big Creek County Road No. 402 which established horizontal & vertical control.*

1.2.1 Surveyor shall utilize control previously established and establish additional control where necessary.

1.2.2 Horizontal Datum

1.2.2.1 Oregon State Plane Coordinate System (NAD 83)

1.2.3 Vertical Datum

1.2.3.1 North American Vertical Datum of 1988 (NAVD 88)

1.3 Topographic Survey

*Task Assumption: Topographic Survey of the existing road (NE Big Creek Road) totaling approximately 4,200 feet (0.8 Miles) from the Lower Dam to the parking area on the west shore of Big Creek Reservoir No. 2 and a topographic survey of the proposed alternative alignment along the north shore of Big Creek Reservoir No. 1 totaling approximately 1,300 feet (0.25 Miles) westerly from the aforementioned parking area. Topographic survey of the existing upper dam and all site improvements. Survey will include a bathymetric survey of Big Creek from the*

*existing road where it crosses Big Creek to the Upper Dam. Survey will include edge of vegetation/tree line. See the attached map for limits of topographic survey. Topographic tolerance is +/- one foot.*

1.3.1 Big Creek Dam #2 (Upper Dam)

Surveyor shall complete a topographic survey of the existing dam and all site improvements.

1.3.2 Existing Fish Passage/Spillway

Surveyor shall complete a topographic survey of the existing fish ladder/spillway.

1.3.3 Access Roads Survey

1.3.3.1 Surveyor shall complete a topographic survey of the access road prism.

1.3.3.2 Surveyor shall field locate all roads with RTK and/or conventional surveying methods.

1.3.3.3 Cross Sections will be acquired at a 50 foot interval where applicable.

1.3.3.4 See the attached map for limits of topographic survey.

1.3.4 Foreign Utilities

1.3.4.1 Surveyor shall locate all overhead and underground foreign utilities within the project area.

1.3.4.2 Surveyor shall contact the local utility coordination organization and request a "locate" of the existing utilities and provide a copy of the Locate Ticket.

1.3.4.3 Surveyor shall survey the locations of all utilities marked pursuant to the "locate" request.

1.3.4.4 Surveyor shall research utility as-built drawings.

1.3.5 Bathymetric Survey

Surveyor shall complete a topographic survey of Big Creek lying downstream of the existing dam #2 westerly to the existing road crossing.

1.3.6 Data Processing

Surveyor shall reduce all field data and prepare base mapping information utilizing Trimble Business Center (TBC).

1.3.7 CAD Drafting Standards

Surveyor shall develop a topographic survey drawing in AutoCAD Civil 3D utilizing the National CAD Standards.

1.3.8 Existing topographic survey of the Big Creek Dam #1 (Lower Dam)

Surveyor shall translate, rotate and scale the existing topographic survey and incorporate into the AutoCAD drawing file.

#### 1.4 Right-of-Way Retracement

*Task Assumption: A road legalization Record of Survey was recorded by Lincoln County Public Works in 2015 for Big Creek County Road No. 402. Monuments were established to reference the right of way alignment per ORS 209.155 (2) (b). Record of Survey was filed on September 24, 2015 in County Survey No. 20411.*

1.4.1 Surveyor shall field locate and observe monuments from Lincoln County Legalization Survey.

1.4.1.1 Surveyor will be able to utilize the recently recorded survey for the position of the right-of-way.

1.4.2 Surveyor shall incorporate the record of survey data into the AutoCAD Civil 3D master DWG.

1.4.3 Post Construction Record of Survey (*Reserved*)

*Note: The proposed road alignment will require a post-construction record of survey along with recording legal descriptions.*

#### 1.5 LiDAR Verification

*Task Assumption: Incidental ground survey points will be compared with the 2012 LiDAR data provided by HDR.*

1.5.1 Surveyor shall translate the existing 2012 LiDAR data provided by HDR by observing control points as described in the report titled “2010 Yambo LIDAR Report” prepared by Watershed Sciences to project coordinate system.

1.5.2 Surveyor shall compare topographic survey points to the LiDAR Digital Terrain Model.

1.5.2.1 Utilize ODOT’s confidence point routine in Bentley MicroStation.

1.5.2.2 Prepare a report of our findings.

#### 1.6 Staking

*Task Assumption: Staking of the dam crest line and four (4) additional “gridlines” for geotechnical boring locations. Surveyor shall locate the “gridlines” within approximately 10 feet.*

1.6.1 Surveyor shall translate the preliminary conceptual design of the upper dam to project coordinate system.

1.6.2 Surveyor shall set hub and lath along the “gridlines”.

#### 1.7 Direct Expenses

*Task Assumption: Direct expenses shall include the following: Lodging, Meals & Incidental Expenses, Materials and Mileage.*

## Deliverables & Schedule Surveyor:

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### **Survey Deliverables due within 2 weeks of receiving NTP:**

- Staking for geotechnical boring locations

### **Survey Deliverables due April 30, 2016:**

- Secondary Control Survey data.
- ASCII files of points.
- Raw Data Files
- Field notes
- AutoCAD Civil 3D 2015 Drawing
- Two Full size Hard copies of topographic survey
- Site photographs
- LiDAR Verification Report
- Confidence Point Report

### **Schedule**

- Duration for this work is three months after Notice to Proceed

### **Fees – Compensation Surveyor:**

Total for Item 1 – Surveying from Lower Dam to Upper Dam     \$102,434.50

Total Fees and Compensation for Item 1 (surveyor) includes \$90,160.00 for wages and includes \$12,274.50 for expenses for a total of \$102,434.50.

## 3.0 Geophysical Explorations

### Objectives

The objective of this task is to define the boundary between overburden and the top of rock at the proposed Big Creek Alternative 2 dam site. The overburden will be either colluvium or very soft silt or clay lake deposits. It is anticipated that the bedrock will be a soft siltstone or sandstone.

### Work Task:

Geophysical Explorations shall be performed using the geophysical tools best suited for the site and for the determination of the soil/rock contact. Geophysical lines will be located both on steep ground and overwater. It is anticipated that the geophysical lines will consist of:

- Electrical Resistivity Tomography lines (marine and land based)
- Seismic Refraction lines (land-based)
- 2D Refraction Microtremor (marine and land based)
- 2D Refraction Microtremor, (marine based)

The Subconsultant shall mobilize all equipment necessary to complete the exploratory program as specified in this task order. The subconsultants cost shall be based on the Geophysical Plan submitted by the Subconsultant (Attachment: Proposed Geophysical Explorations Plan, Dam Alternative: Big Creek No. 2, Newport Oregon, dated October 28, 2015).

### Assumptions

- Geophysical explorations shall require a single mobilization to the site.
- Traffic control is not anticipated.
- State, or Federal permits will not be required.
- Significant vegetation clearing shall be required.
- Geophysical line locations will be staked on the ground by HDR/Cardno prior to the subcontractor arriving on site.
- Some of the geophysical lines will require the placement of the electronic equipment on the pool created by the Big Creek No. 1 dam.
- The use of a raft to place electronic equipment will be permitted by the owner.
- The City will provide all right-of-entry necessary for completion of the work.

### Deliverables

- Draft report describing:
  - o The work performed and equipment used.

- The location and type of each geophysical lines superimposed on a scaled map of the site. (The base map will be provided by HDR)
  - Geophysical results provided in graphic form depicting the changes in materials and probable material types with depth across each geophysical line. The graphics shall be to a scale that allows the depth/elevation of material changes to be easily identified.
- Final Report: The information in the draft report will be used to assist in the location of subsurface borings. Upon completion of the subsurface explorations the bore hole information will be provided to the subconsultant for review of the results and to allow for any revisions in the interpretations needed. The report graphics will be updated as needed and the location of bore hole and the logs added.

## Schedule Geophysical:

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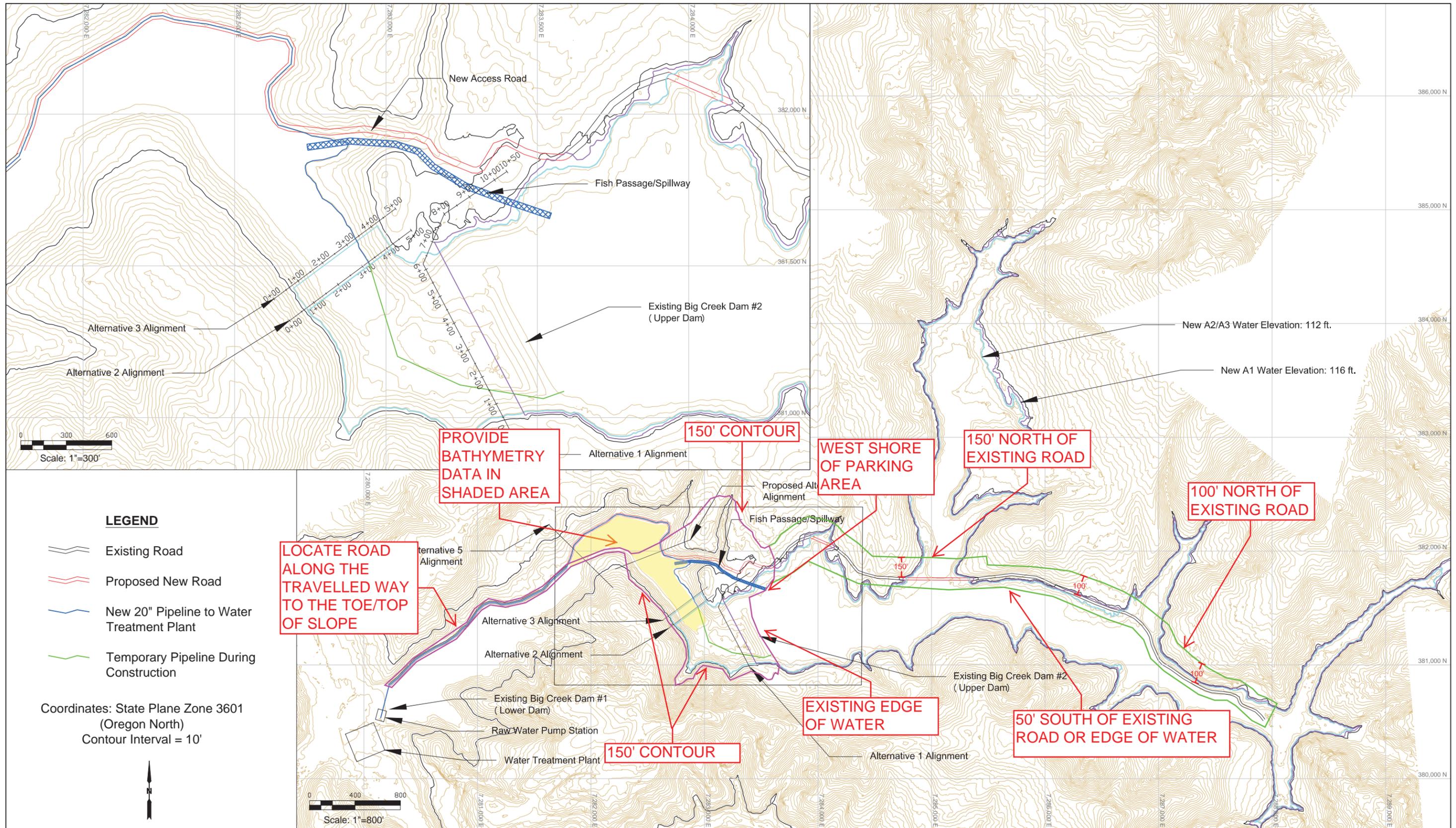
### **Schedule**

- Duration for this work is one month after Notice to Proceed and after surveyors provided staking for geophysical lines

### **Fees – Compensation Surveyor:**

- Geophysical work totals to \$35,376.00

Level of Effort - Prepared by: Verena Winter  Newport Oregon Big Creek Dams 1 & 2 Pre-Design		HDR Engineering							Cardno Inc		Siemens & Associates		Total Fee		
		Project Manager	Technical Advisor I	Project Assistant II	Project Controller	Hours	Labor	Technology Charge	Total Expenses	HDR Fee	Cardno	Subconsultant Total		Siemens & Associates	Subconsultant Total
<b>Billing Rate</b>		\$ 193.07	\$ 255.00	\$ 103.80	\$ 104.45					\$ -		\$ 35,376.00			
<b>Task Description</b>															
<b>Task 1: Project Management</b>															
1.1	Invoicing/Monthly reports	8		2	5	15	\$ 2,274.36	\$ 55.50	\$ 55.50	\$ 2,329.86		\$ -		\$ -	\$ 2,330
1.2	Subconsultant Coordination	8				8	\$ 1,544.52	\$ 29.60	\$ 29.60	\$ 1,574.12		\$ -		\$ -	\$ 1,574
1.3	Quality Control	8				8	\$ 1,544.52	\$ 29.60	\$ 29.60	\$ 1,574.12		\$ -		\$ -	\$ 1,574
1.4	Schedule Management	8				8	\$ 1,544.52	\$ 29.60	\$ 29.60	\$ 1,574.12		\$ -		\$ -	\$ 1,574
1.5	Meetings	8				8	\$ 1,544.52	\$ 29.60	\$ 29.60	\$ 1,574.12		\$ -		\$ -	\$ 1,574
<b>Sub-total</b>		<b>40</b>	<b>0</b>	<b>2</b>	<b>5</b>	<b>47</b>	<b>\$ 8,452.45</b>	<b>\$ 173.90</b>	<b>\$ 173.90</b>	<b>\$ 8,626.35</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>\$ 8,626</b>
<b>Task 2: Survey</b>															
2.1	Survey	20				20	\$ 3,861.31	\$ 74.00	\$ 74.00	\$ 3,935.31	\$102,434.50	\$ 102,434.50		\$ -	\$ 106,370
<b>Sub-total</b>		<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>\$ 3,861.31</b>	<b>\$ 74.00</b>	<b>\$ 74.00</b>	<b>\$ 3,935.31</b>	<b>102,435</b>	<b>\$ 102,434.50</b>	<b>0</b>	<b>\$ -</b>	<b>\$ 106,370</b>
<b>Task 3: Geophysical Explorations</b>															
3.1	Geophysical Explorations	2	8		2	12	\$ 2,635.03	\$ 44.40	\$ 44.40	\$ 2,679.43		\$ -	\$ 1.00	\$ 35,376.00	\$ 38,055
<b>Sub-total</b>		<b>2</b>	<b>8</b>	<b>0</b>	<b>2</b>	<b>12</b>	<b>\$ 2,635.03</b>	<b>\$ 44.40</b>	<b>\$ 44.40</b>	<b>\$ 2,679.43</b>	<b>0</b>	<b>\$ -</b>	<b>\$ 1.00</b>	<b>\$ 35,376.00</b>	<b>\$ 38,055</b>
<b>Total Labor Hours</b>		<b>62</b>	<b>8</b>	<b>2</b>	<b>7</b>	<b>79</b>					<b>102,435</b>		<b>1</b>		
<b>Total Fee</b>							<b>\$ 14,949</b>		<b>\$ 292</b>	<b>\$ 15,241</b>		<b>\$ 102,435</b>		<b>\$ 35,376</b>	<b>\$ 159,942.12</b>



# SUNNY DAY INUNDATION MAP - FAILURE OF DAM NO. 1 AND DAM NO. 2

(A Sunny Day Failure assumes failure of the dam by means other than a flood event, such as:  
failure triggered by an earthquake or internal dam erosion (piping).)

## Big Creek (River Station 0)

Flood wave arrival (hr:min)\* 0:24  
Peak of flood wave arrival (hr:min)\* 3:09  
Max Depth (ft) 9.3  
Max Water Surface Elevation (ft) 19.6  
Max Discharge (cfs) 1,099

## Big Creek Tailwater (River Station 656)

Flood wave arrival (hr:min)\* 0:00  
Peak of flood wave arrival (hr:min)\* 0:19  
Max Depth (ft) 22.8  
Max Water Surface Elevation (ft) 72.2  
Max Discharge (cfs) 38,105

## Big Creek (River Station 3508)

Flood wave arrival (hr:min)\* 0:12  
Peak of flood wave arrival (hr:min)\* 2:36  
Max Depth (ft) 17.1  
Max Water Surface Elevation (ft) 39.9  
Max Discharge (cfs) 9,211

## BIG CREEK DAM NO. 1

## BIG CREEK RESERVOIR

## BIG CREEK DAM NO. 2

## Big Creek (River Station 1015)

Flood wave arrival (hr:min)\* 0:21  
Peak of flood wave arrival (hr:min)\* 2:37  
Max Depth (ft) 25.5  
Max Water Surface Elevation (ft) 39.9  
Max Discharge (cfs) 1,119

## Big Creek Tailwater (River Station 166)

Flood wave arrival (hr:min)\* 0:07  
Peak of flood wave arrival (hr:min)\* 0:32  
Max Depth (ft) 28.9  
Max Water Surface Elevation (ft) 54.6  
Max Discharge (cfs) 11,240

## LEGEND

Big Creek Dam No. 1 and No. 2 Failure  
Sunny Day Conditions -  
Maximum Water Surface Elevation

(hr:min)\* Indicates time after breach initiation

All elevations in vertical datum NAVD88

0 0.25 0.5 Miles



NW 15TH ST

NW NYE ST

NE 20TH ST

NE BIG CREEK RD

HARNEY RD

NE ILLER ST

NE 36TH ST

NE 32ND ST

NE OCEANVIEW DR



# Oregon

Kate Brown, Governor

Water Resources Department

725 Summer St NE, Suite A

Salem, OR 97301

(503) 986-0900

Fax (503) 986-0904

January 15, 2016

Tim Gross, Public Works Director  
City of Newport  
169 SW Coast Highway  
Newport, OR 97365

## Re: Upper and Lower Big Creek Dams (B-28 A & B) – Inspection Summary

These dams were inspected on May 19, 2015. Steve Stewart was also there for the inspection. The Water Resources Department conducts inspections of the dam's exterior surfaces to identify conditions that might affect the safety of the dam. This inspection also included an evaluation of the interior of the spillway on the upper dam.

**Summary:** The dams are well maintained and operated; however, because of seismic stability both dams are in poor, and possibly unsatisfactory condition. The dams have been undergoing seismic analysis. Preliminary analysis indicates neither dam will survive either a Cascadia Earthquake or a close proximity crustal earthquake. Therefore, it is essential that continued progress be made on a safe dam configuration. Ongoing analysis will be considered continued progress. The progress is essential for safety of the structures and for compliance with ORS 540.350 through 540.390.

### Results of Inspection - Lower Big Creek dam



Upstream face

The reservoir level was 5.5 feet below the dam crest when inspected. Minimum freeboard was 4.6 feet, which is adequate in normal condition, but insufficient for expected crest loss in an earthquake.



Conduit outlet buried

The conduit was recently relined. There appears to be an issue with the outlet of the conduit, as it is buried under fine rip rap. This is probably due to an extra 45 or 90 degree connector on the end of the pipe. We were not aware this would be installed and do not understand the purpose of this feature, or if it exists. The conduit should be in a condition where it can be inspected from the outlet, so removal of the rock and possible the extension of the pipe is called for.



Downstream face and treatment plant

The dam has a well maintained cover of grass and other non-woody vegetation. The grass cover on the dam now effectively reduces surface erosion and provides very little cover for burrowing animals. No significant burrows were observed (though there are a lot of

mice, moles and or voles on the dam). There is sometimes a small area of seepage at the toe of the dam, but this area was dry during this inspection.



Low level conduit control

The photo above shows the operator for the low level conduit. I have not seen this operated, though believe it to be functional. It would be good to operate this for next inspection (operation may also remove the rock from the outlet).



Spillway control section and fish ladder

The spillway was flowing. Depth of flow at the control section was approximately 0.1 to 0.4 feet. Although this is a larger watershed than Upper Big Creek dam, this spillway has much lower capacity than the combined spillways of Upper Big Creek dam. Examination of the concrete wall and floor of the spillway revealed no locations of significant distress.

## Results of Inspection - Upper Big Creek dam



Primary spillway intake and reservoir

The reservoir level was 9.5 feet below the dam crest when inspected. Minimum freeboard was 7 feet, which is very adequate in normal condition, but also insufficient for expected crest loss in an earthquake.



The dam also has a well maintained cover of grass and other non-woody vegetation. The grass cover on the dam now effectively reduces surface erosion and provides very little cover for burrowing animals. As with Lower Big Creek dam, the main safety issue is the seismic stability of the dam.



Vehicles and fisherman

The fence does not restrict access to this dam. It is very important to watch this dam closely, as it is easily accessible by the public. To date, I have not seen persons or any vandalism on the dam. It may be that the fishermen act as security for the dam, as they are frequently present and may be able to report suspicious persons.

The crest is wide, and there is no significant wave erosion at the dam.



Drain blocked

The photo above shows the outlet of the primary spillway. It is an interior drop inlet concrete structure connected to a structural plate culvert, with a concrete discharge channel. The entire structure was inspected. The issue in the photo above was a blocked drain, which made the inspection more difficult. It will be important to re-open the drain.



Leakage

The primary spillway flows through a large corrugated metal pipe. There is leakage through the culvert at a few locations, and based on the rust, this leakage has been occurring for a very long time. No evidence of internal erosion into the culvert was observed.



Downstream face and low level outlet of dam

Significant work was done on the outlet channel. It has been cleared in an attempt to lower water levels and improve monitoring of water through the weir boxes. Unfortunately, water is still backed up into the weirs, so drainage flow could not be determined. I will check culvert below the dam at the road during my next inspection and see if it is possible to lower water in the channel/stilling basin.

There were no signs of slope instability or animal burrows in the dam.



Grass growth and backwater



Weir box completely covered by vegetation

There is also a drain below the left abutment, and this drain was completely overgrown. There is some seepage, but appears to be relatively minor. No evidence of sediment was observed around the drainage structures.

**Recommendation(s):**

1. Cycle the valve of the lower dam during the inspection and correct the outlet so that it remains uncovered and can be inspected.
2. Clear the drain for the spillway, and continue to monitor leakage from the upper dam.
3. Have the vegetation around all weir boxes in the upper dam cleared, as vegetation and sediment prevent inspection and full function of the drains and weirs.
4. Update the emergency action plan for both dams.
5. Continue progress on water storage alternatives so that water can be safely stored through a large earthquake.

We use a standard inspection form, and a copy of the field inspection sheet for this dam is attached. I plan on another routine inspection next year. Please let me know if you have any questions about this inspection. I look forward to future inspections of this dam.

Sincerely,

Keith Mills, P.E., State Engineer  
 (503) 986-0840  
 Cell (541) 706-0849

C: Nikki Hendricks, Watermaster District 1  
 Dam Safety Files B 28 A & B





# Dam Safety Inspection Form

State of Oregon  
Water Resources Department  
725 Summer Street NE, Suite A  
Salem, Oregon 97301-1271  
(503) 986-0900

218

Name of Dam: Upper Big Creek File #: B-288  
 Height: 56 ft. Storage: 1190 ac. ft. Permit: B-5134 NID #: OR-00473  
 Hazard:  Low  Significant  High  Request Inundation Analysis for change  
 Inspector(s): Mills Watermaster District: 1  
 Others on site: Stewart  
 Date: 5-19-15 Weather: cloudy  
 Prior Inspection Date: 10-2-14 Issues from prior inspection: \_\_\_\_\_

Expedited Re-inspection Needed:  Next Inspection Date: 2016

**Rating Criteria:** 5-Very good; 4-Adequate 3-Maintenance or minor repair needed  
 2-Serious repair needed; 1- Urgent dam safety issue – action now - Contact dam owner and dam safety engineer directly

I. Dam	<input checked="" type="checkbox"/> Earth <input type="checkbox"/> Rock <input type="checkbox"/> Concrete <input type="checkbox"/> Other	Rating
Up. Slope	Vegetation, Animals, Erosion, Wave Action, Depression, Whirlpool adjacent <u>Grass</u>	4
Crest	Width, Surfacing, Vegetation, Trampling, Depression, Cracks, Breaching <u>gravel</u>	4
Down. Slope	Vegetation, Animals, Erosion, Seepage, Leak (muddy), Bulge, Depression, Slide <u>blackberries starting</u>	4-
R. Abutment	Vegetation, Animals, Erosion, Seepage, Leak (muddy)	4
L. Abutment	Vegetation, Animals, Erosion, Seepage, Leak (muddy)	4
Toe	Vegetation, Erosion, Seepage, Leak (muddy), Boil <u>blackberries starting</u>	4-
Seepage/leak flow	Right ___ gpm Center ___ gpm Left ___ gpm Other ___ gpm (use comment)	
Auxiliary dike (s)	<input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> over 5	
Comments:		

II. Reservoir	Pool elevation: <u>-95</u>	Point of Reference: <u>crest</u>	Rating
Minimum freeboard	Vertical distance debris from debris line to crest <u>7°</u> ft.		4
Floating Debris/Trash	<input type="checkbox"/> Clean <input type="checkbox"/> Around reservoir <input type="checkbox"/> Near spillway <u>minor</u>		4-
Log Boom	<input checked="" type="checkbox"/> Not needed <input type="checkbox"/> Present <input type="checkbox"/> Needed <input type="checkbox"/> Deterioration <input type="checkbox"/> Ineffective		
Unusual Conditions	<input type="checkbox"/> None <input type="checkbox"/> Active Landslide <input type="checkbox"/> Wildfire in Watershed <input type="checkbox"/> Other (comments)		
Comments:			

III. Toe Drains #	LA	2	RC	LA	RA			
Flow (gpm)	0.5	20	?	?	2			
Damage								
Sediment								
Rating	4	4	3	3	4			

IV. Conduit		Control: <input type="checkbox"/> Manual <input type="checkbox"/> Power <input type="checkbox"/> Other <input type="checkbox"/> Conduit Control missing	Rating
Inlet	<input checked="" type="checkbox"/> Submerged <input type="checkbox"/> Debris on Trash Rack <input type="checkbox"/> Deterioration		
Trickle tube	<input checked="" type="checkbox"/> None <input type="checkbox"/> Screened <input type="checkbox"/> Blockage <input type="checkbox"/> Deterioration		
Control/Stem	<input checked="" type="checkbox"/> Operable <input checked="" type="checkbox"/> Damaged <input type="checkbox"/> Missing <i>repair</i>		4
Valve(s) cycling	<input type="checkbox"/> Frozen <input type="checkbox"/> unknown <input type="checkbox"/> past year <input checked="" type="checkbox"/> frequent		4
Size:	Material	Condition <i>submerged</i>	
Outlet Structure	<input type="checkbox"/> Overgrown <input type="checkbox"/> Clean <input type="checkbox"/> Pressurized <input type="checkbox"/> Leaking <i>5 drops/gpm</i>		<i>2</i>
Secondary outlet	<input type="checkbox"/> Yes <input type="checkbox"/> No Type _____ Diameter _____ in.		
Comments:	<i>drain blocked</i>		

V. Spillway		<input type="checkbox"/> Earth <input type="checkbox"/> Rock <input checked="" type="checkbox"/> Concrete <input type="checkbox"/> Other	Rating
Modifications	<input checked="" type="checkbox"/> None <input type="checkbox"/> Reduction in capacity <input type="checkbox"/> Feature not on design		
Approach Channel	<input type="checkbox"/> Clear <input type="checkbox"/> Trees/brush <input type="checkbox"/> debris <input type="checkbox"/> erosion <i>minor debris</i>		4-
Control Section	Width ___ Depth ___ <input type="checkbox"/> Concrete <input type="checkbox"/> Rock <input type="checkbox"/> Soil <input type="checkbox"/> Culvert <input type="checkbox"/> Unstable		4
Flashboards/Gate	<input type="checkbox"/> None <input type="checkbox"/> In place <input type="checkbox"/> operational <input type="checkbox"/> deteriorated		
Discharge Channel	<input type="checkbox"/> Clear <input type="checkbox"/> Trees/brush <input type="checkbox"/> leakage <i>drain blocked</i> <input type="checkbox"/> headcutting ( _____ feet approaching control section, depth _____ feet.)		3
Stilling basin	<input type="checkbox"/> N/A <input type="checkbox"/> Functional <input type="checkbox"/> Minor Erosion <input type="checkbox"/> Severe Erosion/Undercutting		
Aux. Spillway	<input type="checkbox"/> Yes <input type="checkbox"/> No (use comments below)		
Comments:			

VI. Access and Security		Rating
Vehicle access	<input type="checkbox"/> Public road <input checked="" type="checkbox"/> all weather road <input type="checkbox"/> dirt road <input type="checkbox"/> cross country	4
Fencing, signage	<input type="checkbox"/> Remote <input type="checkbox"/> Gate <input type="checkbox"/> Secure Fence <input type="checkbox"/> Camera <input checked="" type="checkbox"/> Uncontrolled	3
New Structure below dam	Dwelling ___ feet Paved public road ___ feet Other sig building ___ feet	
Emergency Action Plan	<input type="checkbox"/> Not required <input type="checkbox"/> Completed _____ at dam (dated _____) <input type="checkbox"/> None	
Comments:		

Instrumentation data reviewed:  N/A  Yes  No

Other:

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# Dam Safety Inspection Form

State of Oregon  
Water Resources Department  
725 Summer Street NE, Suite A  
Salem, Oregon 97301-1271  
(503) 986-0900

220

Name of Dam: Lower Big Creek File #: B-28A  
 Height: 21 ft. Storage: 272 ac. ft. Permit: R-1236 NID #: OR-  
 Hazard:  Low  Significant  High  Request Inundation Analysis for change  
 Inspector(s): Mills Watermaster District: 1  
 Others on site: Stewart  
 Date: 5-19-15 Weather: cloudy  
 Prior Inspection Date: 10-2-14 Issues from prior inspection: \_\_\_\_\_

Expedited Re-inspection Needed:  Next Inspection Date: 2016

**Rating Criteria:** 5-Very good; 4-Adequate 3-Maintenance or minor repair needed  
 2-Serious repair needed; 1- Urgent dam safety issue – action now - Contact dam owner and dam safety engineer directly

503 457-8989  
503 871-0637

I. Dam	<input checked="" type="checkbox"/> Earth <input type="checkbox"/> Rock <input type="checkbox"/> Concrete <input type="checkbox"/> Other	Rating
Up. Slope	Vegetation, Animals, Erosion, Wave Action, Depression, Whirlpool adjacent <i>high weeds at water level</i>	4
Crest	Width, Surfacing, Vegetation, Trampling, Depression, Cracks, Breaching	4
Down. Slope	Vegetation, Animals, Erosion, Seepage, Leak (muddy), Bulge, Depression, Slide	4
R. Abutment	Vegetation, Animals, Erosion, Seepage, Leak (muddy)	4
L. Abutment	Vegetation, Animals, Erosion, Seepage, Leak (muddy)	4
Toe	Vegetation, Erosion, Seepage, Leak (muddy), Boil	4
Seepage/leak flow	Right ___ gpm Center ___ gpm Left ___ gpm Other ___ gpm (use comment)	
Auxiliary dike (s)	<input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> over 5	
Comments:		

II. Reservoir	Pool elevation: <u>-55</u>	Point of Reference:	Rating
Minimum freeboard	Vertical distance debris from debris line to crest <u>46</u> ft.		4
Floating Debris/Trash	<input checked="" type="checkbox"/> Clean <input type="checkbox"/> Around reservoir <input type="checkbox"/> Near spillway		4
Log Boom	<input type="checkbox"/> Not needed <input type="checkbox"/> Present <input type="checkbox"/> Needed <input type="checkbox"/> Deterioration <input type="checkbox"/> Ineffective		
Unusual Conditions	<input type="checkbox"/> None <input type="checkbox"/> Active Landslide <input type="checkbox"/> Wildfire in Watershed <input type="checkbox"/> Other (comments)		
Comments:			

III. Toe Drains #	Flow (gpm)
Damage	
Sediment	
Rating	

IV. Conduit		Control: <input checked="" type="checkbox"/> Manual <input type="checkbox"/> Power <input type="checkbox"/> Other <input type="checkbox"/> Conduit Control missing	Rating
Inlet	<input checked="" type="checkbox"/> Submerged <input type="checkbox"/> Debris on Trash Rack <input type="checkbox"/> Deterioration		
Trickle tube	<input type="checkbox"/> None <input type="checkbox"/> Screened <input type="checkbox"/> Blockage <input type="checkbox"/> Deterioration		
Control/Stem	<input checked="" type="checkbox"/> Operable <input type="checkbox"/> Damaged <input type="checkbox"/> Missing		
Valve(s) cycling	<input type="checkbox"/> Frozen <input type="checkbox"/> unknown <input checked="" type="checkbox"/> past year <input type="checkbox"/> frequent		
Size:	Material <i>slip lined HDPE</i> Condition		
Outlet Structure	<input type="checkbox"/> Overgrown <input type="checkbox"/> Clean <input type="checkbox"/> Pressurized <input type="checkbox"/> Leaking _____ gpm		3*
Secondary outlet	<input type="checkbox"/> Yes <input type="checkbox"/> No Type _____ Diameter _____ in.		
Comments:	<i>3- 90in down connector ca p</i>		

V. Spillway		<input type="checkbox"/> Earth <input type="checkbox"/> Rock <input checked="" type="checkbox"/> Concrete <input type="checkbox"/> Other	Rating
Modifications	<input type="checkbox"/> None <input type="checkbox"/> Reduction in capacity <input type="checkbox"/> Feature not on design		
Approach Channel	<input type="checkbox"/> Clear <input type="checkbox"/> Trees/brush <input type="checkbox"/> debris <input type="checkbox"/> erosion		
Control Section	Width ____ Depth ____ <input type="checkbox"/> Concrete <input type="checkbox"/> Rock <input type="checkbox"/> Soil <input type="checkbox"/> Culvert <input type="checkbox"/> Unstable		
Flashboards/Gate	<input type="checkbox"/> None <input type="checkbox"/> In place <input type="checkbox"/> operational <input type="checkbox"/> deteriorated		
Discharge Channel	<input type="checkbox"/> Clear <input type="checkbox"/> Trees/brush <input type="checkbox"/> leakage <input type="checkbox"/> headcutting ( _____ feet approaching control section, depth _____ feet.)		
Stilling basin	<input type="checkbox"/> N/A <input type="checkbox"/> Functional <input type="checkbox"/> Minor Erosion <input type="checkbox"/> Severe Erosion/Undercutting		
Aux. Spillway	<input type="checkbox"/> Yes <input type="checkbox"/> No (use comments below)		
Comments:	<i>NO longer an overflow</i>		

VI. Access and Security		Rating
Vehicle access	<input type="checkbox"/> Public road <input type="checkbox"/> all weather road <input type="checkbox"/> dirt road <input type="checkbox"/> cross country	
Fencing, signage	<input type="checkbox"/> Remote <input type="checkbox"/> Gate <input type="checkbox"/> Secure Fence <input type="checkbox"/> Camera <input type="checkbox"/> Uncontrolled	
New Structure below dam	Dwelling ____ feet Paved public road ____ feet Other sig building ____ feet	
Emergency Action Plan	<input type="checkbox"/> Not required <input type="checkbox"/> Completed _____ at dam (dated _____) <input type="checkbox"/> None	
Comments:		

Instrumentation data reviewed:  N/A  Yes  No

Other:

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Agenda #:7.C.  
Meeting Date: 2-16-16

**Agenda Item:**

**Approval of Change Order No 2 with KSH Construction Company for Safe Haven Hill Tsunami Evacuation Improvements**

**Background:**

The Safe Haven Hill Tsunami Evacuation Improvement project is proceeding. As was indicated at the February 1<sup>st</sup> Urban Renewal Agency meeting, ODOT required a modification to the design as bid to replace sections of proposed six foot and four foot wide sidewalks with a seven foot wide sidewalk. This change from ODOT required significant additional excavation into the hillside in order to build the wider sidewalk. As a result, the design for the retaining wall had to be modified from a concrete masonry wall to a Soldier Pile wall with wood lagging in order to deal with additional height needed for the retaining wall. Please note, the City received the permit from ODOT this week for this work. FEMA has also approved the modification and has given preliminary approval for the additional funding to cover this change in project scope.

**Recommendation:**

I recommend that the City Council consider the following motion:

**I move to approve Change Order No. 2 Safe Haven Hill Tsunami Evacuation Improvement project in the amount of \$207,210.06 with KSH Construction Company and authorize the City Manager to execute the Change Order.**

**Fiscal Effects:**

FEMA has given preliminary approval for additional funding for this project to cover the ODOT requirements to build a seven foot wide sidewalk instead of the proposed narrower sidewalk around the base of Safe Haven Hill. Please note that the other two Urban Renewal Agency projects are running well below the budgeted amounts for the Abalone, 30<sup>th</sup>, 27<sup>th</sup>, and Brant project and the Ferry Slip Road project for the current fiscal year. There would be Urban Renewal Agency funding to cover this additional cost from these projects in the unlikely event that FEMA funding was not approved.

**Alternatives:**

None recommended.

Respectfully Submitted,

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

Spencer R. Nebel  
City Manager





**STAFF REPORT  
CITY COUNCIL AGENDA ITEM**

**Prepared by:** Jayson Buchholz, P.E., Senior Project Manager

**Title:** Safe Haven Hill Tsunami Evacuation Improvements Change Order #2 with KSH Construction

**Recommended Motion:**

I move to approve to authorize City of Newport Public Works Department to execute Change Order No. 2 in the amount of \$207,219.06 with KSH Construction.

**Background Information:**

The initial design of the Safe Haven Hill Tsunami Evacuation Improvements project called for a 6 foot wide sidewalk extending south from the Yaquina Bay Bridge and then narrowing to 4 feet in width along a concrete masonry unit (CMU) retaining wall to be constructed as part of this project. During the review phase ODOT required the sidewalk be widened to 7' along the length of the retaining wall. The 7 foot wide sidewalk will require the excavation to be extended into the hillside and requires an increase in the height of the wall. The increased height of the wall resulted in a wall type change from CMU to a Soldier Pile wall with wood lagging.

**Fiscal Notes:**

The initial CMU wall was bid at \$48,000 and the new Soldier Pile wall is estimated by the contractor to cost \$255,219.06 for a net change of \$207,219.06. Additional funding has been requested and granted by FEMA to account for increase in project costs.

**Alternatives:**

None

**Attachments:**

- KSH Construction Soldier Pile Wall cost estimate

**KSH CONSTRUCTION CO.**  
CHANGE ORDER / EXTRA WORK PROPOSAL

Work Description: Install Soldier Pile Wall as per Civil West Preliminary Drawings w/ Addt'l 2' Height

Date(s) of Work: T.B.D.

**LABOR**

		Hrs		Rate	Total
1	Supervisor/Foreman	60	ST Hrs	76.54	\$4,592.40
			OT Hrs	106.39	\$0.00
2	Operator (2ea.)	320	ST Hrs	71.54	\$22,892.80
		80	OT Hrs	98.22	\$7,857.60
3	Laborer (2 ea.)	320	ST Hrs	44.90	\$14,368.00
		80	OT Hrs	61.22	\$4,897.60
Total Labor					\$54,608.40
Markup 22%					\$12,013.85
Subtotal					\$66,622.25

197 crew hrs  
20days @ 10hrs/day

**MATERIAL**

	Description	Qty	Unit	Rate	Total
	Wood Lagging (Select Structural Doug Fir, S4S, treated same as wood retaining wall on Hill Top Rdwy.)	1	LS	22,969.86	\$22,969.86
2	Granular Wall Backfill (1" open graded)	293	TON	21.00	\$6,153.00
3	Granular Str. Backfill (1"-0 dense graded)	130	TON	17.70	\$2,301.00
4	Drainage Membrane w/ glue & applicator	1	LS	2,140.00	\$2,140.00
5	Leveling Course Mat'l	15	TON	17.70	\$265.50
6	Jute Matting w/ Staples	3	Roll	100.00	\$300.00
7	Steel Plates/Temp. Shoring	1	LS	1,406.00	\$1,406.00
8	Misc. Mat'l Allow. & Incidentals	1	LS	750.00	\$750.00
9	Seed Mix (hand spread; unknown mix)	1	LS	250.00	\$250.00
10	3" Drain Pipe	200	LF	0.92	\$184.00
11	3 1/2" hole saw & drill	1	LS	375.00	\$375.00
12	Concrete Barrier	100	LF	18.75	\$1,875.00
13	Impact Attenuator	1	EA	1,250.00	\$1,250.00
14	Temp. Signs	160	SF	15.00	\$2,400.00
15	Disposal Fees	348	TCY	2.50	\$870.00
16	Add'l Bond Premium	255	k	14.40	\$3,672.00
Total Material					\$47,161.36
Markup 15%					\$7,074.20
Subtotal					\$54,235.56

**EQUIPMENT**

	Description	Qty	Unit	Rate	Total
1	KSH Service Truck w/ Small Tools	200	HRS	18.00	\$3,600.00
2	Pick-up w/ Small Tools	60	HRS	12.00	\$720.00
3	Cat 314 Exc.	200	HRS	45.00	\$9,000.00
4	Cat 314 Exc. (STANDBY)		HRS	35.00	\$0.00
5	Cat 420 Backhoe	200	HRS	30.00	\$6,000.00
6	Cat 420 Backhoe (Standby)		HRS	15.00	\$0.00
7	Cat 304 Mini Exc	200	HRS	35.00	\$7,000.00
8	Cat 304 Mini Exc (Standby)		HRS	20.00	\$0.00
Total Equipment					\$26,320.00
Markup 15%					\$3,948.00
Subtotal					\$30,268.00

**TRUCKING**

	Description	Hrs	Rate	Total
1	Solo Dump Truck	30	90.00	\$2,700.00
2				\$0.00
3				\$0.00
Total Trucking				\$2,700.00
Markup 15%				\$405.00
Subtotal				\$3,105.00

**SUBCONTRACTOR**

	Description	Qty	Unit	Rate	Total
1	Concrete Sub (replace curb)	250	LF	25.25	\$6,312.50
2	Pile Driving Sub	1	LS	80,395.00	\$80,395.00
3	Testing	1	LS	1,000.00	\$1,000.00
4	Sawcut Sub (addt'l cuts)	1	LS	250.00	\$250.00
5	Sign Sub	1	LS	3,850.00	\$3,850.00
Total Subcontractor					\$91,807.50
Markup 10%					\$9,180.75
Subtotal					\$100,988.25

**GRAND TOTAL \$255,219.06**

\*\*\* ADDT'L SW AREA TO BE PAID UNDER CURRENT BID ITEM PRICING.



Agenda #:7.D.  
Meeting Date: 2-16-16

**Agenda Item:  
Approval of Change Order No. 2 with Pavilion Construction for the Aquatic Center Project**

**Background:**

On Monday, September 21, 2015, the Local Contract Review Board awarded a contract to Pavilion Construction for the construction of the Newport Aquatic Center. Work has moved forward with this project. As indicated at the time of award, the single greatest unknown impacting the construction of this building would be dealing with the underground issues at the site located next to the Recreation Center. During the excavation a significantly greater amount of soil had to be excavated and replaced than what was included in the initial estimates for this project. The total increase to the project cost associated with excavation of poor soils, import of suitable soils, and compaction was in the amount of \$210,254.20. In addition, there are a number of smaller items that have been encountered bringing the total Change Order for the City Council's consideration to \$244,939.05. This is an increase of approximately 3.0% over the contract sum prior to this Change Order. Please note that Change Order No. 1 was a deduction of the contract in the amount of \$74,400. I will be providing a more detailed summary of the project expenses to date during the Council meeting on February 16<sup>th</sup>. At some point in the near future a decision will need to be made regarding the items that were held in abeyance from the project at the time of award. We will have some additional information in order to share with the Council on this issue by the 16<sup>th</sup>.

**Recommendation:**

I recommend that the City Council consider the following motion:

**I move approval of Change Order No. 2 with Pavilion Construction in the amount of \$244,939.05 for the Aquatic Center project and authorize the City Manager to execute the Change Order on behalf of the City of Newport.**

**Fiscal Effects:**

Sufficient funds are available for this Change Order. A more detailed status report will be provided to the Council on the project on Tuesday, February 16 during the Council meeting.

**Alternatives:**

None recommended.

Respectfully Submitted,

Spencer R. Nebel  
City Manager





**STAFF REPORT  
CITY COUNCIL AGENDA ITEM**

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

**Title:** Approval of Change Order No. 2 with Pavilion Construction for the Aquatic Center Project

**Recommended Motion:**

I move to approve change order No. 2 with Pavilion Construction in the amount of **\$244,939.05** for the Aquatic Center Project and authorize the Public Works Department to execute the change order on behalf of the City of Newport.

**Background Information:**

This change order is a summary of work changes that have taken place on the Aquatic Center project to date. It comprises potential change orders (PCO) 2, 3, 4 and 7. This includes all changes to the contractors contract to date that include a monetary value with the exception of PCO 5. PCO 5 is a change to the drinking fountain required by building code with a potential contract addition of \$3,881. This will be included on a future change order.

The bulk of this change order is associated with additional excavation necessary to provide a suitable building foundation for the Aquatic Center. As the Council will recall, City Staff discussed the potential of poor soils and developed the budget for the project to allow some portions of the project to be removed if the required excavation exceeded certain limits. Unfortunately the soils encountered on the project were far worse and more extensive than the soil borings and test pits predicted. The total increase to the project cost associated with excavation of poor soils, import of suitable soils, and compaction is \$210,254.20.

The City was fortunate that a stockpile of dredge sand was available at the airport to use for backfill material. Without having to purchase material, the only cost the City bore was the trucking of the material to the site and placement.

A copy of the change order is attached to this memo. Attached to the change order are copies of each PCO which make up the change order. Each PCO describes in detail the work included in the PCO.

**Fiscal Notes:**

The current funding situation for the Aquatic Center is described in detail in a separate memo from City Manager, Spencer Nebel, also presented at this February 16, 2016 Council Meeting.

**Alternatives:**

None

**Attachments:**

- Change Order No. 2 with Pavilion Construction for the Aquatic Center



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

**Change Order #:** 2  
**Change Order Date :** 01/25/16  
**Contract Number:** 6110- Newport Aquatic Center & City Hall

**CHANGE ORDER**

**Project:** Newport Aquatic Pool  
 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
2	1	500002	16 Labor hours to regrade	1,068.00
2	2	500002	15% Subcontractor Markup	160.20
3	1	500002	TLX Labor to Complete	432.00
3	2	500002	Columbia Concrete Sawing Inv. No. 51600	865.00
3	3	500002	TLX Equipment Costs	435.00
3	4	500002	Subcontractor 15% Markup	259.80
4	1	500002	Total Labor Utility Locate	7,298.48
4	2	500002	Total Material Utility Locate	13,751.47
4	3	500002	Total Equipment Utility Locate	4,295.75
4	4	500002	Subcontractor Overhead and Profit	3,246.65
7	1	500002	Imported Fill Material	180,219.80
		500002	GENERAL CONDITIONS	10,813.19
		500002	PROFIT	13,052.59
		500002	OVERHEAD	4,456.91
		500002	BONDS	2,406.58
		500002	SALES TAX	0.00
		500002	INSURANCE	2,177.63
		500002	CONTRACTOR'S FEE	0.00
		500002	B&O TAX	0.00
		500002	LICENSING FEE	0.00
<b>Total For Change Order:</b>				<b>244,939.05</b>



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

Change Order #: 2  
Change Order Date : 01/25/16  
Contract Number: 6110- Newport Aquatic Center & City Hall

**CHANGE ORDER**

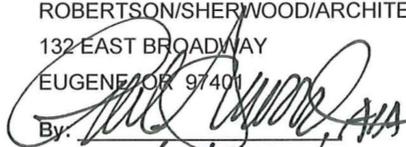
Not valid until signed by both the Owner and Architect. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was .....	8,220,565.00
The net change by previously authorized Change Orders was .....	-74,400.00
The Contract Sum prior to this Change Order was .....	8,146,165.00
The Contract Sum will be increased by this Change Order .....	244,939.05
The new Contract Sum will be .....	8,391,104.05

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 97239  
  
By: \_\_\_\_\_  
Date: \_\_\_\_\_

**Architect/Engineer:**  
ROBERTSON/SHERWOOD/ARCHITECTS  
132 EAST BROADWAY  
EUGENE, OR 97401  
  
By:   
Date: 2/2/2016

230



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

**Proposal #: 2**

**Newport Aquatic Pool**

*Date of Claim: 12/15/2015*

*Proposal Status: New*

*Reference of Claim: PCO*

**Description of Contract Change Directive: Regrading and importing rock to correct grade discrepancies on plans. Aggregate base was reworked(covered under unit pricing).**

*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 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 :**

<b>Item:</b> 1	<b>Hard Cost :</b> 16 Labor hours to regrade *	<b>1,068.00</b>
<b>AIA Line:</b> 312011	<b>General Conditions :</b>	<b>0.00</b>
	<b>Contractor Profit :</b>	<b>53.40</b>
	<b>Payment and Performance Bond :</b>	<b>11.53</b>
	<b>Overhead :</b>	<b>21.36</b>
	<b>Sales Tax (local current rate in GC) :</b>	<b>0.00</b>
<b>Item:</b> 2	<b>Hard Cost :</b> 15% Subcontractor Markup	<b>160.20</b>
<b>AIA Line:</b> 312011	<b>General Conditions :</b>	<b>0.00</b>
	<b>Contractor Profit :</b>	<b>8.01</b>
	<b>Payment and Performance Bond :</b>	<b>1.73</b>
	<b>Overhead :</b>	<b>3.20</b>
	<b>Sales Tax (local current rate in GC) :</b>	<b>0.00</b>

**Total \$ 1,339.10**

**Proposal shall expire on: 12/15/2015**

**Propose to add days: 0**



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

Proposal #: 2

**Proposal Promissory Note**

On this date of **12/15/2015**, 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 **\$1,339.10** 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.

**Submitted by:**

Pavillon Construction NW LLC

By: [Signature] 12-15-15  
Project Executive Date

By: [Signature]  
Vice President/President Date

**Acknowledged by:**

ROBERTSON/SHERWOOD ARCHITECTS PC

By: [Signature]  
Date 1-11-16

**Authorized by Signer of:**

CITY OF NEWPORT

By: [Signature] 1/11/16  
Date





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

**Proposal #: 3**

## Newport Aquatic Pool

*Date of Claim: 12/15/2015*

*Proposal Status: New*

*Reference of Claim: PCO*

*Description of Contract Change Directive: Time and Materials to cut and chip 3" from the top of the concrete duct bank within the Police parking Lot per RFI #7 Response to allow for continuous HMAC.*

*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:

<b>Item:</b>	<b>1</b>	<b>Hard Cost:</b>	TLX Labor to Complete	<b>432.00</b>
<b>AIA Line:</b>	312011	<b>General Conditions:</b>		<b>0.00</b>
		<b>Contractor Profit:</b>		<b>21.60</b>
		<b>Payment and Performance Bond:</b>		<b>4.66</b>
		<b>Overhead:</b>		<b>8.64</b>
		<b>Sales Tax (local current rate in GC):</b>		<b>0.00</b>
<b>Item:</b>	<b>2</b>	<b>Hard Cost:</b>	Columbia Concrete Sawing Inv. No. 51600	<b>865.00</b>
<b>AIA Line:</b>	312011	<b>General Conditions:</b>		<b>0.00</b>
		<b>Contractor Profit:</b>		<b>43.25</b>
		<b>Payment and Performance Bond:</b>		<b>9.34</b>
		<b>Overhead:</b>		<b>17.30</b>
		<b>Sales Tax (local current rate in GC):</b>		<b>0.00</b>
<b>Item:</b>	<b>3</b>	<b>Hard Cost:</b>	TLX Equipment Costs	<b>435.00</b>
<b>AIA Line:</b>	312011	<b>General Conditions:</b>		<b>0.00</b>
		<b>Contractor Profit:</b>		<b>21.75</b>
		<b>Payment and Performance Bond:</b>		<b>4.70</b>
		<b>Overhead:</b>		<b>8.70</b>
		<b>Sales Tax (local current rate in GC):</b>		<b>0.00</b>
<b>Item:</b>	<b>4</b>	<b>Hard Cost:</b>	Subcontractor 15% Markup	<b>259.80</b>
<b>AIA Line:</b>	312011	<b>General Conditions:</b>		<b>0.00</b>
		<b>Contractor Profit:</b>		<b>12.99</b>
		<b>Payment and Performance Bond:</b>		<b>2.80</b>
		<b>Overhead:</b>		<b>5.20</b>
		<b>Sales Tax (local current rate in GC):</b>		<b>0.00</b>



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

Proposal #: 3

Proposal shall expire  
on: 12/15/2015

Total \$ 2,171.65  
Propose to add days: 0

**Proposal Promissory Note**

On this date of **12/15/2015**, 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 **\$2,171.65** 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

By: [Signature] 12-15-15  
Project Executive Date  
By: [Signature]  
Vice President/President Date

Acknowledged by:  
ROBERTSON/SHERWOOD/ARCHITECTS PC

By: [Signature]  
Date  
1-11-16

Authorized by Signer of:  
CITY OF NEWPORT

By: [Signature] 1/11/16  
Date





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

**Proposal #: 4**

**Newport Aquatic Pool**

*Date of Claim: 12/15/2015*

*Proposal Status: New*

*Reference of Claim: PCO*

*Description of Contract Change Directive: Please see attached narrative for explanation of costs.*

**Please refer to PCO #6 for associated Delay Dates**

*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:**

<b>Item:</b> <b>AIA Line:</b>	<b>1</b> <b>499900</b>	<i>Hard Cost:</i>	Total Labor Utility Locate	<b>7,298.48</b>
		<i>General Conditions:</i>		<b>0.00</b>
		<i>Contractor Profit:</i>		<b>364.92</b>
		<i>Payment and Performance Bond:</i>		<b>78.79</b>
		<i>Overhead:</i>		<b>215.31</b>
		<i>Sales Tax (local current rate in GC):</i>		<b>0.00</b>
<b>Item:</b> <b>AIA Line:</b>	<b>2</b> <b>499900</b>	<i>Hard Cost:</i>	Total Material Utility Locate	<b>13,751.47</b>
		<i>General Conditions:</i>		<b>0.00</b>
		<i>Contractor Profit:</i>		<b>0.00</b>
		<i>Payment and Performance Bond:</i>		<b>0.00</b>
		<i>Overhead:</i>		<b>0.00</b>
		<i>Sales Tax (local current rate in GC):</i>		<b>0.00</b>
<b>Item:</b> <b>AIA Line:</b>	<b>3</b> <b>499900</b>	<i>Hard Cost:</i>	Total Equipment Utility Locate	<b>4,295.75</b>
		<i>General Conditions:</i>		<b>0.00</b>
		<i>Contractor Profit:</i>		<b>0.00</b>
		<i>Payment and Performance Bond:</i>		<b>0.00</b>
		<i>Overhead:</i>		<b>0.00</b>
		<i>Sales Tax (local current rate in GC):</i>		<b>0.00</b>
<b>Item:</b> <b>AIA Line:</b>	<b>4</b> <b>499900</b>	<i>Hard Cost:</i>	Subcontractor Overhead and Profit	<b>3,246.65</b>
		<i>General Conditions:</i>		<b>0.00</b>
		<i>Contractor Profit:</i>		<b>0.00</b>
		<i>Payment and Performance Bond:</i>		<b>0.00</b>
		<i>Overhead:</i>		<b>0.00</b>
		<i>Sales Tax (local current rate in GC):</i>		<b>0.00</b>



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

Proposal #: 4

Proposal shall expire on:

Total \$ 31,174.10  
Propose to add days: 0

**Proposal Promissory Note**

On this date of **12/15/2015**, 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 **\$31,174.10** 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

Acknowledged by:  
ROBERTSON/SHERWOOD ARCHITECTS PI

Authorized by Signer of:  
CITY OF NEWPORT

By: [Signature]  
Project Executive Date

By: [Signature]  
Date

By: [Signature] 1/11/16  
Date

By: [Signature] 1-7-16  
Vice President/President Date

By: [Signature] 1-11-16  
Date



# Newport Aquatic Center

Newport, OR

1-5-15



## **CO#4 Breakdown**

- 11-19-15 TLX began to locate existing utilities. When the day begun TLX had assumed finding the force main in 1 hr. with a vac truck at roughly the elevation of 8' as shown on the plans per the survey locates. TLX was not able to find the force main and continued digging down to a 13' depth and laterally 4' each direction of the locate. After TLX was unable to find the force main the gentleman who originally installed the force main placed a locate at which point the vac truck dug down roughly 9' and was not able to find the line. The total additional time is reflected on the attached back up paperwork.
- 11-19-15 Locates revealed the fiber optic line directly above the force main along Avery St. and in conflict with multiple utilities. TLX was required to potholed the fiber optic line which resulted in RFI #9 and RFI#15 to relocate the force main and storm lines that would interfere with the fiber optic. 3 locations were potholed to verify the number, size and location of the fiber optic. This additional time is reflected on the attached back up paperwork.
- 11-19-15 TLX dug down to locate the sanitary sewer per the survey locates. TLX was not able to find the sewer line. This work was assumed as part of their scope of work and no charge was assessed. Additional time required to locate the sanitary sewer line beyond 11-19-15 was additional work required beyond scope. See work performed on 11-21-19.
- 11-21-15 TLX potholed with vac truck to locate sanitary sewer line. The line was found at a depth of 10.2', 6.5' deeper than what the plans had shown. Total additional time is reflected on the attached back up paperwork
- 11-21-15 TLX continued to search for the force main. They dug down 6' with the excavator in line with the locates at the point of intersection and 10' each direction at that point the vac truck continued down to a depth between 14' & 16'. TLX was not able to find the force main. Total additional time is reflected on the attached back up paperwork
- 11-23-15 TLX continued to search for the force main behind the back of

sidewalk at the last locate mark. They placed a man can over the locate to find it off set roughly 5' from the locate. TLX lined up the force main and reset the main can and dug down to eventually locating the force main. The additional time required to find the force main was 2 days beyond the contract allotment. Total additional time is reflected on the attached back up paperwork.

- 11-30-15 The sanitary sewer line that was uncovered at the SSMH#6 location was 6.5' deeper than what the plans had shown. This required additional shoring, labor and sections for SSMH#6 and pipework out of SSMH#6 to SSMH#5. Total additional time and materials for the depth are reflected on the attached back up paperwork
- 12-1-15 TLX had in their contract to locate the storm line in 10<sup>th</sup> St. they had assumed 2 hrs. of work for this task. TLX was able to locate the line roughly 3' outside of the man can that they had in place. TLX had to back fill the hole and dig down over the storm line in the correct location. Additional time and materials were required to backfill the hole and move the man can over the correct location. This required an additional 3 hrs. of work beyond their scope. Please refer to attached back up paperwork.
- 12-14-15 The fiber optic line was never shown on the plans running up Avery St. RFI #15 was sent out to relocate the storm drain line to not conflict with the fiber optic line. As work progressed up Avery St. TLX incurred additional work as they chased the fiber line up the street. This additional time was not part of their scope of work. Total additional time is reflected on attached back up paperwork.
- 12-29-15 The force main connection point was shown at 8'. The point of connection was 16' deep. The additional depth was not part of their scope of work. Total time and materials for the increased depth are reflected on the attached back up paperwork.



## Work Summary

Job Number: 6110  
 Job Name: Newport Aquatic Center  
 Description of Work:

Date: 1/7/2016  
 Extra Work Number: PCO 4  
 Authorized By: Tim Gross

Existing utility locations varied from the as built drawings provided and required additional work to locate. Added work to locate the force main East of 10th street, the fiber optic line along Avery St, Saturday work to locate the gravity sewer at man hole #6 location, Saturday work to locate the force main and the storm line in 10th St. The CO also includes the additional depth of SDMH#6 and pipework from SDMH#6 to SDMH#5, the fiber optic interference with the storm line up Avery St. and the increased force main connection depth.

### Labor Summary

Labor Including Burden	Comments	Hours	ST/OT	Rate	Extended
Total Labor for Locate	Force Main East of 10th St on 11-19-15	5.5	ST	\$ 65.00	\$ 357.50
Total Labor for Locate	Fiber Line Along Avery on 11-19-15	6	ST	\$ 59.33	\$ 356.00
Total Labor for Locate	Gravity Sewer at MH #6 on 11-21-15	2	OT	\$ 97.50	\$ 195.00
Total Labor for Locate	Force Main on 11-21-15	14	OT	\$ 95.57	\$ 1,338.00
Total Labor for Locate	Force Main on 11-23-15	25	ST	\$ 61.00	\$ 1,525.00
Total Labor for Additional Depth of SDMH#6 including depth of pipe from SDMH#6 to SDMH#5	Additional depth of SDMH#6 including depth of pipework from SDMH#6 to SDMH#5 on 11-30-15	12	ST	\$ 61.75	\$ 741.00
Total Labor for Locate	Storm line in 10th St. on 12-1-15	18	ST	\$ 56.84	\$ 1,023.12
Total Labor for Fiber optic interference	Storm line chased fiber up Avery St. on 12-14-15	18	ST	\$ 56.83	\$ 1,022.94
Total Labor for Additional Depth of force main connection	Force main connection was 16' deep plans shown B'	12	ST	\$ 61.66	\$ 739.92
Sub-Total					\$ 7,298.48

### Material Summary

Materials	Comments	QTY	Unit	Unit Cost	Extended
Total Material for Locate	Force Main East of 10th St on 11-19-15	1	LS	\$ 2,949.05	\$ 2,949.05
Total Material for Locate	Fiber Line Along Avery on 11-19-15	1	LS	\$ 950.00	\$ 950.00
Total Material for Locate	Gravity Sewer at MH #6 on 11-21-15	1	LS	\$ 1,223.00	\$ 1,223.00
Total Material for Locate	Force Main on 11-21-15	1	LS	\$ 3,967.00	\$ 3,967.00
Total Material for Locate	Force Main on 11-23-15	1	LS	\$ 300.00	\$ 300.00
Total Materials for Additional Depth of SDMH#6 including depth of pipe from SDMH#6 to SDMH#5	Additional materials required for the increased depth of SDMH#6 and depth pipework from SDMH#6 to SDMH#5 on 11-30-15	1	LS	\$ 2,551.45	\$ 2,551.45
Total Material for Locate	Storm line in 10th St. on 12-1-15	1	LS	\$ 980.97	\$ 980.97
Total Material for Additional Depth of force main connection	Force main connection was 16' deep plans shown B'	1	LS	\$ 830.00	\$ 830.00
Sub-Total					\$ 13,751.47

### Equipment Summary

Equipment	Comments	Hours	OP/SB	Rate	Extended
Total Equipment for Locate	Force Main East of 10th St on 11-19-15	1	OP	\$ 213.75	\$ 213.75
Total Equipment for Locate	Fiber Line Along Avery on 11-19-15	1	OP	\$ 200.00	\$ 200.00
Total Equipment for Locate	Gravity Sewer at MH #6 on 11-21-15	1	OP	\$ 110.00	\$ 110.00
Total Equipment for Locate	Force Main on 11-21-15	1	OP	\$ 195.00	\$ 195.00
Total Equipment for Locate	Force Main on 11-23-15	1	OP	\$ 1,037.50	\$ 1,037.50
Total Equipment for Additional Depth of SDMH#6 including depth of pipe from SDMH#6 to SDMH#5	Additional equipment required for the increased depth of SDMH#6 and depth of pipework from SDMH#6 to SDMH#5 on 11-30-15	1	OP	\$ 622.50	\$ 622.50
Total Equipment for Locate	Storm line in 10th St. on 12-1-15	1	OP	\$ 808.50	\$ 808.50
Total Equipment for Fiber Optic interference	Storm line chased fiber up Avery St. on 12-14-15	1	OP	\$ 808.50	\$ 808.50
Total Material for Additional Depth of force main connection	Force main connection was 16' deep plans shown B'	1	OP	\$ 300.00	\$ 300.00
Sub-Total					\$ 4,295.75

### Subcontractor Markups

Labor	15%	\$ 830.34
Materials	15%	\$ 1,938.22
Equipment	15%	\$ 478.09
Sub-Total		\$ 3,246.65

### Pavilion Markups

General Conditions	0%	\$ -
Profit	5%	\$ 1,429.62
Overhead	2%	\$ 571.85
Insurance	0.95%	\$ 271.63
Bonds	1%	\$ 308.65

Total Potential Change Order    \$    31,174.09

PM Approval \_\_\_\_\_



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

**Proposal #: 7**

**Newport Aquatic Pool**

*Date of Claim: 1/22/2016*

*Proposal Status: Open*

*Reference of Claim: PCO*

*Description of Contract Change Directive: Remove unsuitable soil material and replace with fill from owner stockpile. CCD 7 Truck tickets available upon request.*

*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 :**

<b>Item:</b>	<b>1</b>	<b>Hard Cost:</b>	Imported Fill Material	<b>180,219.80</b>
<b>AIA Line:</b>	<b>312001</b>	<b>General Conditions:</b>		<b>10,813.19</b>
		<b>Contractor Profit:</b>		<b>11,461.98</b>
		<b>Payment and Performance Bond:</b>		<b>2,063.16</b>
		<b>Overhead:</b>		<b>3,820.66</b>
				<b>1,875.41</b>

**Total \$ 210,254.20**

**Proposal shall expire on: 1/29/2016**

**Propose to add days:**

**Proposal Promissory Note**

On this date of **1/22/2016**, 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 \$**210,254.20** 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**.

<b>Submitted by:</b> Pavilion Construction NW LLC	<b>Acknowledged by:</b> ROBERTSON/SHERWOOD/ARCHITECTS PC	<b>Authorized by Signer of:</b> CITY OF NEWPORT
By: <u><i>Diana Wilson</i></u> January 22, 2016 Project Executive Date	By: _____ Date	By: _____ Date
By: <u><i>Rob Olson</i></u> January 23, 2016 Vice President Date		

**Potential Change Order / Proposal Itemized Breakdown**

Date: 1/22/2016  
 PCO #: 7



RFI # \_\_\_\_\_  
 ASI / CCD # CCD #7  
 Owner Request \_\_\_\_\_

**Cost of Work attributable to the Change**

CONTRACT SUM ADJUSTMENT		QTY	Unit	Unit Cost	Subtotal
Quantities and Unit Costs of <b>Materials and Labor, labor burden and OH&amp;P (Subcontractor)</b> Also see attached backup from each sub					
<b>Total excavation quantity 8,070CY</b>					
<b>Total sand imported 7,350CY</b>					
Total excavation quantity haul off per contract 2,400CY					
Total CO yards haul off trucking only					
		4,000	CY	13.39	53,560.00
Total CO over excavation beyond 6,400CY					
		1,670	CY	41.39	69,121.30
Total CO import sand trucking fee					
		3,350	CY	11.91	39,898.50
Total CO beyond 5670 compaction fee					
		1,680	CY	10.50	17,640.00
<b>CONTRACTOR GENERAL CONDITIONS</b>		6.00%	%		10,813.19
<b>COST OF WORK ATTRIBUTABLE TO THE CHANGE:</b>					<u>191,032.99</u>

<b>CONTRACTOR OVERHEAD</b>	2.00%	%		3,820.66
<b>CONTRACTOR PROFIT</b>	6.00%	%		11,461.98

Quantities and Unit Costs for all bond costs and permit fees					
<i>P&amp;P Bond Premium</i>					
		1.00%	%		2,063.16
<i>Insurance</i>					
		0.90%	%		1,875.41
<i>Permits(if any)</i>					
			LS		0.00
<b>State Gross Receipts Tax</b>					
			%		0.00

**TOTAL CONTRACT SUM POTENTIAL CHANGE:** 210,254.19

CLAIM FOR CONTRACT TIME ADJUSTMENT		# of Days
Number of Days work has been delayed as of Claim date		8
Contract Time attributable to the Work of the Change		8
Reasonable amount of time to effect the Change once approved ( <i>Lead time, Sub-Tier Approval</i> )		0
<b>Contractor's Reasonable Claim for Contract Time Adjustment associated with the Change</b>		<b>8</b>
<i>Cost (GCs) per day of continuing operations beyond Contract Completion Date (excluding O&amp;P, Bond, and Tax)</i>		0.00
<i>Potential Cost Claim for operations beyond Contract Time (excluding O&amp;P, Bond, and Tax)</i>		<u>0.00</u>

# **AIA<sup>®</sup> Document G714<sup>™</sup> – 2007**

## Construction Change Directive

<b>PROJECT:</b> <i>(Name and address)</i> Newport Aquatic Center 225 SE Avery Street Newport, OR 97365	<b>DIRECTIVE NUMBER:</b> 007 <b>DATE:</b> December 31, 2015 <b>CONTRACT FOR:</b> General Construction	OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONSULTANT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
<b>TO CONTRACTOR:</b> <i>(Name and address)</i> Pavilion Construction NW LLC 4700 SW Macadam Avenue, Suite 200 Portland, OR	<b>CONTRACT DATED:</b> October 2, 2015 <b>ARCHITECT'S PROJECT NUMBER:</b> 1419	

You are hereby directed to make the following change(s) in this Contract:  
*(Describe briefly any proposed changes or list any attached information in the alternative)*

Per observation reports from the geotechnical engineer, the existing sand fill material being excavated is unsuitable for reuse for the project. Remove loose soil materials as originally indicated in geotechnical report and Contract Documents. New material required for fill to be provided from City stockpiles. Geotechnical engineer to confirm suitability and compaction requirements. Maintain records for existing soils requiring removal and new fill material required, above and beyond amounts originally specified in Contract Documents. Unit pricing for this change in scope/procedure to be based upon the attached summary.

**PROPOSED ADJUSTMENTS**

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
  - Lump Sum decrease of \$0.00
  - Unit Price of \$            per
  - As provided in Section 7.3.3 of AIA Document A201-2007
  - As follows:
  
2. The Contract Time is proposed to (remain unchanged). The proposed adjustment, if any, is 0 days.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

Robertson Sherwood Architects pc  
**ARCHITECT** *(Firm name)*  
 132 E. Broadway - Suite 540, Eugene,  
 Oregon 97401  
**ADDRESS**  
  
**BY** *(Signature)*  
 Scott Stolarezyk, AIA  
*(Typed name)*  
 1/6/2016  
**DATE**

City of Newport  
**OWNER** *(Firm name)*  
 169 SW Coast Highway  
**ADDRESS**  
  
**BY** *(Signature)*  
 Tim Gross  
*(Typed name)*  
 1/7/15  
**DATE**

Pavilion Construction NW LLC  
**CONTRACTOR** *(Firm name)*  
 4700 SW Macadam Avenue, Suite  
 200, Portland, OR  
**ADDRESS**  
  
**BY** *(Signature)*  
 Duane C Wilson  
*(Typed name)*  
 1-7-15  
**DATE**

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