

# Council Business Meeting

May 7, 2019

<b>Agenda Item</b>	Approval of Contract Amendment #2 with Thornton Engineering, Inc.	
<b>From</b>	Paula Brown, PE Brad Barber, PLS	Public Works Director Project Manager / City Surveyor
<b>Contact</b>	<a href="mailto:paula.brown@ashland.or.us">paula.brown@ashland.or.us</a> <a href="mailto:brad.barber@ashland.or.us">brad.barber@ashland.or.us</a>	541-552-2411 541-552-2416

## **SUMMARY**

Before the Council is an amendment to a personal services contract between the City and Thornton Engineering for an increased amount of \$8,385.60 bringing the total contract amount to \$43,325.60.

## **POLICIES, PLANS & GOALS SUPPORTED**

Department Goals:

- Maintain existing infrastructure to meet regulatory requirements and minimize life-cycle costs
- Deliver timely life cycle capital improvement projects
- Maintain and improve infrastructure that enhances the economic vitality of the community
  - This project is a priority in the adopted 2012 Transportation System Plan (TSP)
  - This project is included in the 20-Year Capital Improvements Program (CIP); approved by Council on April 2, 2019
- Evaluate all city infrastructure regarding planning management and financial resources

## **PREVIOUS COUNCIL ACTION**

In addition to this project being in the Council approved budget (BN 2017-19), CIP, and in the approved TSP, Council directed staff to submit Independent Way and a substitute project for Rogue Valley Metropolitan Planning Organization (MPO) funding in lieu of the rejected Nevada Street bridge project ([June 20, 2017](#)). Construction funding had been approved by the MPO for this project.

## **BACKGROUND AND ADDITIONAL INFORMATION**

The City entered into a direct award personal services contract with Thornton Engineering, Inc. on March 15, 2017, to complete final civil design, site analysis and construction plans for the Independent Way street design. The cost negotiated was \$34,940 and was anticipated to be completed within one year (March 15, 2018). The contract has been amended once to extend the time to June 30, 2018. This Amendment #2 increases costs to add the permitting phase that was not included in the original contract. Permitting has been very extensive and beyond staff or Thornton's expectations. Thornton has acted in good faith and has provided services to initiate the permitting phase. Charges to date on this contract are \$32,763.75.

## **FISCAL IMPACTS**

Independent Way has been approved in the BN 2017-19 budget in the amount of \$1,590,000. Only design services will be completed within this biennium. Funding for this increase of \$8,385.60, along with expenditures to date are well within the budgeted amount. Thornton Engineering's cost for this work, especially given the amount of time expended are exceptionally reasonable.

Staff will bring an additional contract amendment for construction services once this project is bid.

## **STAFF RECOMMENDATION**

Staff recommends council approve amendment #2 with Thornton Engineering to complete the permitting portion of design services for Independent Way.

### **ACTIONS, OPTIONS & POTENTIAL MOTIONS**

1. I move to approve Amendment #2 to a personal services contract between the City and Thornton Engineering for an increased amount of \$8,385.60 bringing the total contract amount to \$43,325.60.
2. I move to request staff renegotiate the amount for the amended contract.
3. I recommend staff go out for a separate contract for permitting and construction management services for Independent Way.

### **ATTACHMENTS**

Attachment 1: Addendum #2

Attachment 2: Original contract and PO

AMENDMENT NO. 2  
to  
CONTRACT FOR PERSONAL SERVICES  
between  
**THE CITY OF ASHLAND,**  
an Oregon municipal corporation,  
("City")  
and  
**Thornton Engineering, Inc.,**  
("Contractor")  
for  
**DESIGN SERVICES**

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**RECITALS**

- A. The City and Contractor previously entered into a Personal Services Agreement effective 03-15-2017 (the "Agreement") in order for the Contractor to provide Civil Design services to the City; and
- B. The City and Contractor wish to amend the amount of Compensation to be paid under the Agreement.

**AGREEMENT**

**NOW THEREFORE,** in consideration of the mutual benefits and obligations set forth herein, the parties agree as follows:

1. Amend SERVICES TO BE PROVIDED, to include and add Task 5.0 Permits as shown on the original contract Exhibit C.
2. Amend section 5 Compensation, as follows, with strikeout wording deleted and underscored wording added:  
  
5. Compensation: City shall pay Consultant for service performed, including costs and expenses, the sum specified above. Payments shall be made within 30 days of the date of the invoice. Should the contract be prematurely terminated, payments will be made for work completed and accepted to date of termination.  
  
~~NTE \$34,940.00~~ NTE \$43,325.60
2. This Amendment No. 2 is effective upon being signed by both parties.
3. Except as specifically modified by this Amendment No. 2, the terms and conditions of the Agreement remain in full force and effect.

**IN WITNESS WHEREOF** the parties have caused this Amendment No. 2 to be signed in their respective names by their duly authorized representatives as of the dates set forth below:

**CITY OF ASHLAND, OREGON**

**Thornton Engineering, Inc.**  
Contractor

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

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

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

Printed Name: Michael Thornton

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# Purchase Order

Fiscal Year 2017

Page: 1 of: 1

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City of Ashland  
ATTN: Accounts Payable  
20 E. Main  
Ashland, OR 97520  
Phone: 541/552-2010  
Email: payable@ashland.or.us

THIS PO NUMBER MUST APPEAR ON ALL INVOICES, AND SHIPPING DOCUMENTS.	
Purchase Order #	<b>669</b>

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THORNTON ENGINEERING, INC  
PO BOX 476  
JACKSONVILLE, OR 97530-0476

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C/O Engineering Division  
51 Winburn Way  
Ashland, OR 97520  
Phone: 541/488-5347  
Fax: 541/488-6006

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference		
(541) 857-0864			Brad Barber		
Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location	
04/07/2017	427		FOB ASHLAND OR	City Accounts Payable	
Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
1	Independent Way Independent Way - Complete civil plans per contract documents Exhibit C.  Contract for Personal Services Beginning date: 03/15/2017 Completion date: 03/15/2018 Project Account: E-201325-999  ***** GL SUMMARY ***** 081200 - 704200	1		\$34,940.0000	\$34,940.00
					\$34,940.00

By:  Date: 4/11/17  
Authorized Signature

<b>PO Total</b>	<b>\$34,940.00</b>
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**FORM #3**

*Rec'd 3/4/17*

**CITY OF ASHLAND**

**A request for a Purchase Order REQUISITION**

*PO 669*

Date of request: 03-31-2017  
 Required date for delivery: 03-31-2019

Vendor Name: Thornton Engineering, Inc.  
 Address, City, State, Zip: P.O. Box 476 260 N.Third Street  
 Contact Name & Telephone Number: Jacksonville, Oregon 97530  
 Fax Number: \_\_\_\_\_

**SOURCING METHOD**

<input type="checkbox"/> <b>Exempt from Competitive Bidding</b> Reason for exemption: _____ <input type="checkbox"/> AMC 2.50 _____ <input type="checkbox"/> Written quote or proposal attached	<input type="checkbox"/> <b>Invitation to Bid</b> (Copies on file) Date approved by Council: _____ (Attach copy of council communication)	<input type="checkbox"/> <b>Emergency</b> <input type="checkbox"/> Form #13, Written findings and Authorization <input type="checkbox"/> Written quote or proposal attached (If council approval required, attach copy of CC)
<input type="checkbox"/> <b>Small Procurement</b> <b>Less than \$5,000</b> <input type="checkbox"/> Direct Award <input type="checkbox"/> Verbal/Written quote(s) or proposal(s)	<input type="checkbox"/> <b>Request for Proposal</b> (Copies on file) Date approved by Council: _____ (Attach copy of council communication)	<input type="checkbox"/> <b>Cooperative Procurement</b> <input type="checkbox"/> State of Oregon Contract # _____ <input type="checkbox"/> State of Washington Contract # _____ <input type="checkbox"/> Other government agency contract Agency _____ Contract # _____
<input type="checkbox"/> <b>Intermediate Procurement</b> <b>GOODS &amp; SERVICES</b> <b>\$5,000 to \$100,000</b> <input type="checkbox"/> (3) Written quotes and solicitation attached <input type="checkbox"/> <b>PERSONAL SERVICES</b> <b>\$5,000 to \$75,000</b> <input checked="" type="checkbox"/> Less than \$35,000, by direct appointment <input type="checkbox"/> (3) Written proposals/written solicitation <input type="checkbox"/> Form #4, Personal Services \$5K to \$75K	<input type="checkbox"/> <b>Sole Source</b> <input type="checkbox"/> Applicable Form (#5,6, 7 or 8) <input type="checkbox"/> Written quote or proposal attached <input type="checkbox"/> Form #4, Personal Services \$5K to \$75K <input type="checkbox"/> <b>Special Procurement</b> <input type="checkbox"/> Form #9, Request for Approval <input type="checkbox"/> Written quote or proposal attached Date approved by Council: _____ Valid until: _____ (Date)	<input type="checkbox"/> <b>Intergovernmental Agreement</b> <input type="checkbox"/> Agency _____ Date original contract approved by Council: _____ (Date) (Attach copy of council communication)

Description of SERVICES	Total Cost
Complete Civil Plans per Contract Documents Exhibit C	\$34,940.00

Item #	Quantity	Unit	Description of MATERIALS	Unit Price	Total Cost
			Civil Plans		34,940.00

Per attached quote/proposal

Project Number 2013 - 25 Account Number 081200.704200

Account Number \_\_\_\_\_ Account Number \_\_\_\_\_

**TOTAL COST**  
\$34,940.00

\*Expenditure must be charged to the appropriate account numbers for the financials to accurately reflect the actual expenditures.

IT Director in collaboration with department to approve all hardware and software purchases: \_\_\_\_\_  
 IT Director Date Support -Yes / No

By signing this requisition form, I certify that the City's public contracting requirements have been satisfied.

Employee: Brad Barber Department Head: Michael R. [Signature]  
 (Equal to or greater than \$5,000)

Department Manager/Supervisor: \_\_\_\_\_ City Administrator: \_\_\_\_\_  
 (Equal to or greater than \$25,000)

Funds appropriated for current fiscal year: YES / NO Cynthia [Signature] 4/2/17  
 Finance Director- (Equal to or greater than \$5,000) Date

Comments: \_\_\_\_\_

## Contract for Personal Services less than \$35,000.00

<p><b>CITY OF ASHLAND</b> 20 East Main Street Ashland, Oregon 97520 Telephone: 541/488-6002 Fax: 541/488-5311</p>	<p>CONSULTANT: <b>Thornton Engineering, Inc.</b></p> <p>CONTACT: Mike Thornton</p> <p>ADDRESS: P.O. Box 476 260 N. Third Street Jacksonville, Oregon 97530</p> <p>TELEPHONE: 541-899-1489</p> <p>EMAIL: <a href="mailto:mike@thorntondaley.com">mike@thorntondaley.com</a></p>
DATE AGREEMENT PREPARED: 03-15-2017	COMPLETION DATE: 03-15-2018
BEGINNING DATE: 03-15-2017	
COMPENSATION: NTE \$34,940.00	
<p><b>SERVICES TO BE PROVIDED:</b> Complete Civil Plans per Exhibit C attached for Independent Way</p>	
<p><b>ADDITIONAL TERMS:</b> In the event of conflicts or discrepancies among the contract documents, the City of Ashland Contract for Personal Services will be primary and take precedence, and any exhibits or ancillary contracts or agreements having redundant or contrary provisions will be subordinate to and interpreted in a manner that will not conflict with the said primary City of Ashland Contract.</p>	
<p><b>FINDINGS:</b> Pursuant to AMC 2.50.120, after reasonable inquiry and evaluation, the undersigned Department Head finds and determines that: (1) the services to be acquired are personal services; (2) the City does not have adequate personnel nor resources to perform the services; (3) the statement of work represents the department's plan for utilization of such personal services; (4) the undersigned consultant has specialized experience, education, training and capability sufficient to perform the quality, quantity and type of work requested in the scope of work within the time and financial constraints provided; (5) the consultant's proposal will best serve the needs of the City; and (6) the compensation negotiated herein is fair and reasonable.</p>	
<p>NOW THEREFORE, in consideration of the mutual covenants contained herein the CITY AND CONSULTANT AGREE as follows:</p>	
<ol style="list-style-type: none"> <li>1. <b>Findings / Recitations.</b> The findings and recitations set forth above are true and correct and are incorporated herein by this reference.</li> <li>2. <b>All Costs by Consultant:</b> Consultant shall, at its own risk and expense, perform the personal services described above and, unless otherwise specified, furnish all labor, equipment and materials required for the proper performance of such service.</li> <li>3. <b>Qualified Work:</b> Consultant has represented, and by entering into this contract now represents, that all personnel assigned to the work required under this contract are fully qualified to perform the service to which they will be assigned in a skilled and worker-like manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed and bonded.</li> <li>4. <b>Completion Date:</b> Consultant shall start performing the service under this contract by the beginning date indicated above and complete the service by the completion date indicated above.</li> <li>5. <b>Compensation:</b> City shall pay Consultant for service performed, including costs and expenses, the sum specified above. Payments shall be made within 30 days of the date of the invoice. Should the contract be prematurely terminated, payments will be made for work completed and accepted to date of termination.</li> <li>6. <b>Ownership of Documents:</b> All documents prepared by Consultant pursuant to this contract shall be the property of City.</li> <li>7. <b>Statutory Requirements:</b> ORS 279C.505, 279C.515, 279C.520 and 279C.530 are made part of this contract.</li> <li>8. <b>Living Wage Requirements:</b> If the amount of this contract is \$20,283.20 or more, Consultant is required to comply with chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in this chapter, to all employees performing work under this contract and to any Subcontractor who performs 50% or more of the service work under this contract. Consultant is also required to post the notice attached hereto as Exhibit B predominantly in areas where it will be seen by all employees.</li> <li>9. <b>Indemnification:</b> Consultant agrees to defend, indemnify and save City, its officers, employees and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, of whatsoever nature arising out of or incident to the performance of this contract by Consultant (including but not limited to, Consultant's employees, agents, and others designated by Consultant to perform work or services attendant to this contract). Consultant shall not be held responsible for any losses, expenses, claims, subrogations,</li> </ol>	

actions, costs, judgments, or other damages, directly, solely, and proximately caused by the negligence of City.

**10. Termination:**

- a. Mutual Consent. This contract may be terminated at any time by mutual consent of both parties.
- b. City's Convenience. This contract may be terminated at any time by City upon 30 days' notice in writing and delivered by certified mail or in person.
- c. For Cause. City may terminate or modify this contract, in whole or in part, 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:
  - i. If City funding from federal, state, county or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;
  - ii. 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 contract or are no longer eligible for the funding proposed for payments authorized by this contract; or
  - iii. If any license or certificate required by law or regulation to be held by Consultant to provide the services required by this contract is for any reason denied, revoked, suspended, or not renewed.
- d. For Default or Breach.
  - i. Either City or Consultant may terminate this contract in the event of a breach of the contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, or within such other period as the party giving the notice may authorize or require, then the contract may be terminated at any time thereafter by a written notice of termination by the party giving notice.
  - ii. Time is of the essence for Consultant's performance of each and every obligation and duty under this contract. City by written notice to Consultant of default or breach may at any time terminate the whole or any part of this contract if Consultant fails to provide services called for by this contract within the time specified herein or in any extension thereof.
  - iii. The rights and remedies of City provided in this subsection (d) are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- e. Obligation/Liability of Parties. Termination or modification of this contract pursuant to subsections a, b, or c above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to subsections a, b, c or d of this section, Consultant shall immediately cease all activities under this contract, unless expressly directed otherwise by City in the notice of termination. Further, upon termination, Consultant shall deliver to City all contract documents, information, works-in-progress and other property that are or would be deliverables had the contract been completed. City shall pay Consultant for work performed prior to the termination date if such work was performed in accordance with the Contract.

**11. Independent Contractor Status:** Consultant is an independent contractor and not an employee of the City. Consultant shall have the complete responsibility for the performance of this contract. Consultant shall provide workers' compensation coverage as required in ORS Ch 656 for all persons employed to perform work pursuant to this contract. Consultant is a subject employer that will comply with ORS 656.017.

**12. Assignment and Subcontracts:** Consultant shall not assign this contract or subcontract any portion of the work without the written consent of City. Any attempted assignment or subcontract without written consent of City shall be void. Consultant shall be fully responsible for the acts or omissions of any assigns or Subcontractors and of all persons employed by them, and the approval by City of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and City.

**13. Default.** The Consultant shall be in default of this agreement if Consultant: commits any material breach or default of any covenant, warranty, certification, or obligation it owes under the Contract; its QRF status pursuant to the QRF Rules or loses any license, certificate or certification that is required to perform the Services or to qualify as a QRF if consultant has qualified as a QRF for this agreement; institutes an action for relief in bankruptcy or has instituted against it an action for insolvency; makes a general assignment for the benefit of creditors; or ceases doing business on a regular basis of the type identified in its obligations under the Contract; or attempts to assign rights in, or delegate duties under, the Contract.

**14. Insurance.** Consultant shall at its own expense provide the following insurance:

- a. Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers
- b. Professional Liability insurance with a combined single limit, or the equivalent, of not less than Enter one: \$250,000, \$500,000, \$1,000,000, \$2,000,000 or Not Applicable for each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.
- c. General Liability insurance with a combined single limit, or the equivalent, of not less than Enter one: \$200,000, \$500,000, \$1,000,000, \$2,000,000 or Not Applicable for each occurrence for Bodily Injury and Property Damage.
- d. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than Enter one:

\$100,000, \$500,000, \$1,000,000, or Not Applicable for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

e. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days' written notice from the Consultant or its insurer(s) to the City.

f. Additional Insured/Certificates of Insurance. Consultant shall name The City of Ashland, Oregon, and its elected officials, officers and employees as Additional Insureds on any insurance policies, excluding Professional Liability and Workers' Compensation, required herein, but only with respect to Consultant's services to be provided under this Contract. The consultant's insurance is primary and non-contributory. As evidence of the insurance coverages required by this Contract, the Consultant shall furnish acceptable insurance certificates prior to commencing work under this contract. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to the City's acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to the City. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

15. **Governing Law; Jurisdiction; Venue:** This contract shall be governed and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between the City (and/or any other or department of the State of Oregon) and the Consultant that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Jackson County for the State of Oregon. If, however, the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon filed in Jackson County, Oregon. Consultant, by the signature herein of its authorized representative, hereby consents to the in personam jurisdiction of said courts. In no event shall this section be construed as a waiver by City of any form of defense or immunity, based on the Eleventh Amendment to the United States Constitution, or otherwise, from any claim or from the jurisdiction.

16. THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONSULTANT, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

17. **Nonappropriations Clause.** Funds Available and Authorized: City has sufficient funds currently available and authorized for expenditure to finance the costs of this contract within the City's fiscal year budget. Consultant understands and agrees that City's payment of amounts under this contract attributable to work performed after the last day of the current fiscal year is contingent on City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable administrative discretion, to continue to make payments under this contract. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this contract without penalty or liability to City, effective upon the delivery of written notice to Consultant, with no further liability to Consultant.

**Certification.** Consultant shall sign the certification attached hereto as Exhibit A and herein incorporated by reference.

Consultant:

City of Ashland

By   
Signature

By   
Department Head

  
Print Name

  
Print Name

  
Title

  
Date

W-9 One copy of a W-9 is to be submitted with the signed contract.

Purchase Order No. 

## EXHIBIT A

**CERTIFICATIONS/REPRESENTATIONS:** Contractor, under penalty of perjury, certifies that (a) the number shown on the attached W-9 form is its correct taxpayer ID (or is waiting for the number to be issued to it and (b) Contractor is not subject to backup withholding because (i) it is exempt from backup withholding or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Contractor further represents and warrants to City that (a) it has the power and authority to enter into and perform the work, (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (c) the work under the Contract shall be performed in accordance with the highest professional standards, and (d) Contractor is qualified, professionally competent and duly licensed to perform the work. Contractor also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, and it is a corporation authorized to act on behalf of the entity designated above and authorized to do business in Oregon or is an independent Contractor as defined in the contract documents, and has checked four or more of the following criteria:

- (1) I carry out the labor or services at a location separate from my residence or is in a specific portion of my residence, set aside as the location of the business.
- (2) Commercial advertising or business cards or a trade association membership are purchased for the business.
- (3) Telephone listing is used for the business separate from the personal residence listing.
- (4) Labor or services are performed only pursuant to written contracts.
- (5) Labor or services are performed for two or more different persons within a period of one year.
- (6) I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.





Contractor

(Date)

EXHIBIT B

# City of Ashland LIVING WAGE

ALL employers described below must comply with City of Ashland laws regulating payment of a living wage.



**\$14.52** per hour effective June 30, 2016  
(Increases annually every June 30 by the Consumer Price Index)

## Employees must be paid a living wage:

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds **\$20,283.20** or more.
- For all hours worked in a month if the employee spends 50% or more of the employee's time in that month working on a project or

portion of business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland in excess of **\$20,283.20**.

- If their employer is the City of Ashland including the Parks and Recreation Department.
- In calculating the living wage, employers may add the value of health care, retirement,

401K and IRS eligible cafeteria plans (including childcare) benefits to the amount of wages received by the employee.

- **Note:** "Employee" does not include temporary or part-time employees hired for less than 1040 hours in any twelve-month period. For more details on applicability of this policy, please see Ashland Municipal Code Section 3.12.020.

## For additional information:

Call the Ashland City Administrator's office at 541-488-6002 or write to the City Administrator, City Hall, 20 East Main Street, Ashland, OR 97520 or visit the city's website at [www.ashland.or.us](http://www.ashland.or.us).

**Notice to Employers:** This notice must be posted predominantly in areas where it can be seen by all employees.

# EXHIBIT C

EXHIBIT A - SCOPE AND COST  
THORNTON ENGINEERING, INC

3/16/2017  
9:14 AM

CLIENT: City of Ashland Public Works			TOTALS
LOCATION: Proposed Street Between Tolman Cr Rd & Washington Street			Estimate by Task
PROJECT: Independent Way - New Street Design			(No Expenses)
Task No.	Task	Task Assignment	\$
<b>1.0</b>	<b>Pre-Design</b>		<b>\$1,635.00</b>
1.1	Initial Meeting, Site Visit & Consulting	Included	
1.2	Coordinate with Utilities & Agencies	Included	
1.3	Research of Records	Included	
<b>2.0</b>	<b>Site Analysis</b>		<b>\$4,160.00</b>
2.1	Topographic Survey and Map	Provided by City	
2.2	Boundary Survey	Provided by City	
2.3	Geotechnical Investigation - Pavement Section Design	Not Included	
2.4	Wetlands Investigation & Mitigation	Not Included	
2.5	Site Plan for Land Use Application	Included	
2.6	Physical and Environmental Constraints Permit - Dan O'Connor	Included	
<b>3.0</b>	<b>Construction Plans</b>		<b>\$29,145.00</b>
3.1	Basemap	Included	
3.2	Cover Sheet	Included	
3.3	Plan and Profile Sheets - Street and Storm Drainage	Included	
3.4	Plan and Profile Sheets - Water, Sewer & Utilities	Included	
3.5	Plan and Profile Sheets & Details - Culverts	Included	
3.6	Valley Gutter Tolman Creek Road	Included	
3.7	Striping Plan	Included	
3.8	Cross-Sections - Street	Included	
3.9	Utility Plan	Included	
3.10	Accessible Route Ramp Details	Included	
3.11	Storm Water Detention Structure	Included	
3.12	Storm Water Bypass Plan	Included	
3.80	Preliminary Plan Review Set	Included	
3.90	Final Plan Review Set	Included	
3.10	Sediment and Erosion Control Plan to DEQ Standards	Included	
3.11	Civil Sitework Specifications, Bid Schedule & Estimate	Included	
<b>4.0</b>	<b>Construction Services</b>		<b>\$0.00</b>
4.1	Prepare & Print Plans and Bid Packets	Not Included	
4.2	Respond to Bid Inquiries	Not Included - Hourly	
4.3	Pre-Construction Meeting	Not Included - Hourly	
4.4	Construction Inquiries	Not Included - Hourly	
4.5	Construction Observation	Not Included - Hourly	
4.6	Record Drawings	Not Included - Hourly	
<b>5.0</b>	<b>Permits</b>		<b>\$0.00</b>
5.1	DSL/COE Joint Fill Permit Application & Coordination - O'Connor	Not Included	
5.2	DEQ 1200-C Permit Application	Not Included	
5.3	Permit Fees	Not Included	

	Project Total
Subtotal	\$34,940.00
Reimbursable Expenses	\$0.00
Subtotal Fee	\$34,940.00
Contingency	\$0.00
<b>Total Cost</b>	<b>\$34,940.00</b>

TOTAL: **\$34,940.00**



# CERTIFICATE OF LIABILITY INSURANCE

9THOREN

OP ID: PB

DATE (MM/DD/YYYY)

06/10/2016

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> Hart Insurance 1123 Royal Ave. Medford, OR 97504 Hart Insurance / Medford	Phone: 541-779-4232 Fax: 541-772-3963	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Thornton Engineering Inc PO Box 476 Jacksonville, OR 97530	<b>INSURER A:</b> The Hartford		22357
	<b>INSURER B:</b> Travelers Casualty & Surety		
	<b>INSURER C:</b> SAIF Corporation		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**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 type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		52SBANN9205	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Professional E&O GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			105350491	10/01/2015	10/01/2017	PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 <b>Prof E&amp;O</b> \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			52SBANN9205	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	<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	910109	07/01/2016	07/01/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 City of Ashland, Oregon, its elected officials, officers and employees are included as additional insured as respects general liability where required by written contract per attached form SS0008 04/05

<b>CERTIFICATE HOLDER</b>  City of Ashland 20 E Main Street Ashland, OR 97520	<b>CANCELLATION</b>  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 Hart Insurance / Medford <i>Samela Brizzale</i>

**BUSINESS LIABILITY COVERAGE FORM**

**F. OPTIONAL ADDITIONAL INSURED COVERAGES**

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

**1. Additional Insured - Designated Person Or Organization**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

**2. Additional Insured - Managers Or Lessors Of Premises**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**3. Additional Insured - Grantor Of Franchise**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

**4. Additional Insured - Lessor Of Leased Equipment**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**6. Additional Insured - State Or Political Subdivision - Permits**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

## BUSINESS LIABILITY COVERAGE FORM

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

### 7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:
  - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - (b) Any express warranty unauthorized by you;
  - (c) Any physical or chemical change in the product made intentionally by the vendor;
  - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

### 8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.

## BUSINESS LIABILITY COVERAGE FORM

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

### 9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

### 10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

## G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means: