

PROJECT MANAGEMENT IMPLEMENTATION AGREEMENT

This Project Management Implementation Agreement (“Agreement”), effective April __, 2019, between the State of Oregon, by and through the Oregon Department of Administrative Services (“DAS”); the City of Salem, an Oregon municipal corporation (“City”); and the Urban Renewal Agency for the City of Salem, an Oregon quasi-municipal corporation (“Agency”), together the “Parties”, implements the Parties' rights and obligations concerning the grading of certain land (the “Grading Project”) and the construction of certain wetlands (the “Wetlands Project”), together the “Project”, at the Mill Creek Corporate Center (“MCCC”) in Salem, Oregon.

PROJECT BACKGROUND

1. City, Agency, and DAS executed an Intergovernmental Agreement (the “IGA”) in 2005 and amended thereafter to coordinate implementation of the Salem Regional Employment Center development program, later referred to as MCCC, including financing required for projects to facilitate development; and
2. The IGA establishes guiding principles for the development program including a master list of infrastructure projects (the “Master Project List”); and
3. The Wetlands Project is identified as Project D3 on the Master Project List, which indicates that Agency is responsible for the direct payment of construction costs using Mill Creek Industrial Park Urban Renewal Area funds in an amount not to exceed \$2,430,000; and
4. City’s Public Works Department is responsible for the contract administration and construction oversight; and
5. The Grading Project (not contemplated in the IGA) will elevate certain land above the 100-year floodplain of Mill Creek, partially fulfilling the purpose and goals of the IGA with respect to the marketing and sale of MCCC property for business development, community employment, and productive land use; and
6. DAS is responsible for direct payment of Grading Project construction costs in an amount not to exceed to \$3,340,000; and
7. The Wetlands Project and Grading Project will be completed as a single Project by the same contractor for operational efficiency and financial cost minimization.

AGREEMENTS

Now therefore, City, Agency, and DAS agree as follows:

1. DEFINITIONS

- A. Agency Project Accountant: means the City/Agency Project Team member who will review, approve, and process payments submitted to the City for the Project.

- B. Agency Project Coordinator: means the City/Agency Project Team member who will ensure compliance with requirements for the Agency funding sources for the Project, serve as City and Agency liaison to the Implementation Committee, and provide other coordination as necessary.
- C. City/Agency Project Team: means the team, identified in Exhibit A, consisting of the Project Manager, Agency Project Coordinator, Agency Project Accountant, other City staff, Design/Engineering Consultant, and the Contractor who advise the City and Agency regarding technical, procedural, and other critical design, permit, and construction-related issues associated with the Project.
- D. DAS Project Team: means the team, identified in Exhibit A, consisting of the DAS Project Coordinator, Design/ Engineering Consultant, and the Contractor, who advise DAS regarding technical, procedural, and other critical design, permit and construction-related issues associated with the Project.
- E. Contractor: means the firm selected by City through a competitive bidding process to construct the Project and coordinate with the Project Manager.
- F. DAS Project Coordinator: means the DAS staff professional who serves as the primary DAS contact for the Project.
- G. Design/Engineering Consultant: means the Design and Engineering firm that designed the Project.
- H. Implementation Committee: means the committee responsible for approval of all MCCC related matters under terms of the IGA.
- I. Mill Creek Corporate Center (MCCC): means that certain property, generally located on Kuebler Blvd. between Aumsville Hwy SE and Turner Rd SE, bordered on the southeast by Deer Park Rd SE, in Salem, Oregon.
- J. Project: means the construction of the Wetlands Project and Grading Project as detailed in the engineer's estimate (Exhibit B) in the area illustrated in the map graphic (Exhibit C).
- K. Project Manager: means the Project Team member identified by City who serves as primary point of contact to the Agency and DAS for the Project, participates in the construction meetings, reviews invoices, and serves as the technical resource to the Design/Engineering Consultant and the Contractor for the Project, and coordinates with the Agency Project Coordinator, Agency Project Accountant, and DAS Project Coordinator.

2. TERM

This Agreement is effective upon execution by the Parties, and continues until Project completion or until terminated by any Party, whichever comes first. This Agreement may be terminated by a Party with fifteen (15) calendar days written notice to the other Parties.

3. PROJECT MANAGEMENT SCOPE AND RESPONSIBILITIES

- A. City will assign a Project Manager to administer and manage contracts related to the construction of the Project. The Project Manager is responsible for:
 - a. Reviewing contracts for professional services and construction contracts for cost and scope prior to execution;
 - b. Providing a Project time line showing Project milestones and anticipated completion date;
 - c. Reviewing and approving Contractor invoices for the Wetlands Project and forwarding approved amounts to the Agency Project Coordinator and Agency Project Accountant for review and direct payment to the Contractor;
 - d. Reviewing and approving Contractor invoices for the Grading Project and forwarding approved invoices to DAS for review and direct payment to the Contractor;
 - e. Communicating regularly with the Agency and DAS; and
 - f. Requesting approval from the Implementation Committee for major changes in scope, schedule, and project costs.
- B. DAS will assign a Project Coordinator responsible for:
 - a. Attending scheduled Project meetings;
 - b. Reviewing Project progress and communicating regularly with the Project Manager; and
 - c. Reviewing and approving of Contractor invoices specific to DAS grading work and authorizing approved invoices for direct payment to Contractor.
- C. All amendments to construction contracts and change orders that exceed the total project cost of \$5,770,000 shall be approved by the Implementation Committee.

4. INVOICING AND PAYMENT

- A. Once the Project Manager receives invoices from the Contractor, the Project Manager will review, approve, and forward invoices in electronic format to the Agency Project Coordinator, Agency Project Accountant, and DAS Project Coordinator for review and payment as soon as is practicable, at most within eight (8) business days of receipt at the City. The Project Manager will strive to provide the Agency and DAS twenty (20) calendar days to review invoices and process payments to Contractor. City agrees to accept responsibility for any late payment fees attributable to City failure to forward invoices to DAS or Agency within eight (8) business days of receipt at City.

- B. Invoicing payment process shall include these steps: Contractor submits invoices to Design/Engineering Consultant. Design/Engineering Consultant approves invoice and forwards to the Project Manager. The Project Manager approves invoice and forwards to the Agency and DAS. The Agency and DAS process payment directly to the Contractor for their respective project costs (Wetlands Project – City, Grading Project – DAS).

5. CONTRACTOR RELATIONS

All Project communication with and instructions to the Contractor concerning Project construction must be delivered to the Contractor through the Project Manager. The Contractor's activities are governed by the terms and general conditions of the contract between Contractor and the City.

6. EXHIBITS

The following Exhibits are attached as part of this agreement, and will be periodically updated as needed upon agreement by DAS and the City:

Exhibit A – Project Team Members

Exhibit B – Engineer's Estimate

Exhibit C – Map Graphic

7. CONTACTS

City of Salem

Aaron Kimsey
555 Liberty St SE
Salem, OR 97301
(503) 588-6211 Ext 7392

Urban Renewal Agency

Tory Banford
350 Commercial St NE
Salem, OR 97301
(503) 540-2445

Oregon Department of Administrative Services

Darrin Brightman
1225 Ferry St SE, U100
Salem, OR 97301
(503) 689-2732

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CITY OF SALEM

BY: _____
City Manager

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____ by Steve Powers as City Manager of the City of Salem, Oregon.

Notary Public – State of Oregon
My commission expires: _____

URBAN RENEWAL AGENCY

BY: _____
 <title>

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____ by <signor's name> as <signor's title> of _____.

Notary Public – State of Oregon
My commission expires: _____

OREGON DEPARTMENT OF
ADMINISTRATIVE SERVICES

BY: _____
DAS EAM Administrator

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____ by Shannon
Ryan as Administrator of DAS Enterprise Asset Management Division.

Notary Public – State of Oregon
My commission expires: _____

Exhibit A
Project Team Members

Agency Project Accountant – Renee Frazier

Agency Project Coordinator – Tory Banford

Contractor – To be determined

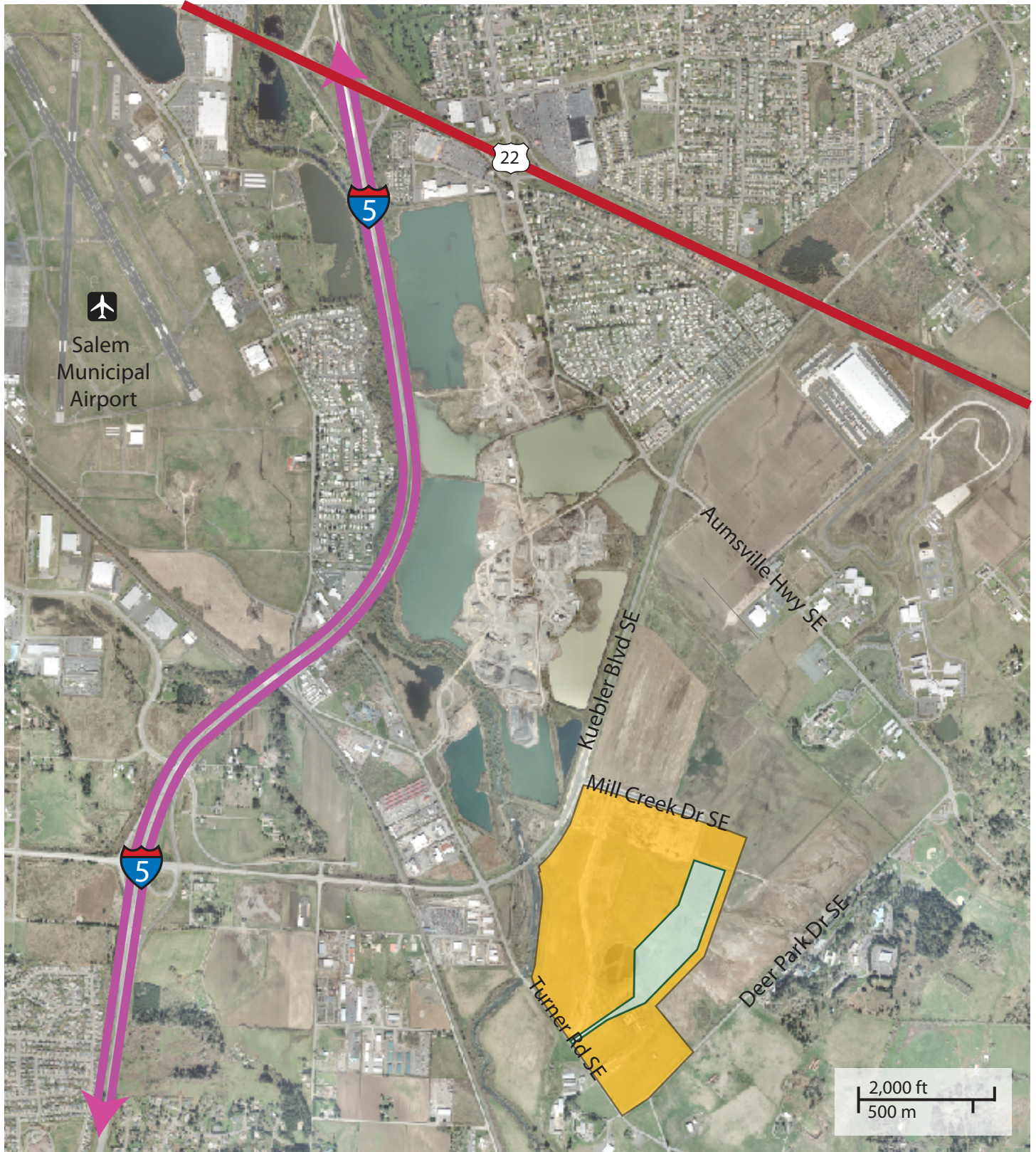
DAS Project Coordinator – Darrin Brightman

Design/Engineering Consultant – Otak and Pacific Habitat Services, Inc

Project Manager – Aaron Kimsey

Exhibit B
Engineer's Estimate

Otak, Inc.		ENGINEER'S ESTIMATE 1/9/2019		ASSUMPTIONS						
808 SW 3rd Ave, Suite 300		MILL CREEK CORPORATE CENTER PHASES 1A, 2B,		1. GRADING BASED ON PLANS, DATED 1/9/2018						
Portland, OR 97201		AND SOUTHERN OPEN SPACE		2. SOUTHERN OPEN SPACE = 23 Acres (approx)						
		2019 CONSTRUCTION		3. 2018 Dollars						
					QUANTITY			COST		
NO.	SPEC SECTION	ITEM	UNIT	UNIT PRICE	SALEM	DAS	TOTAL	SALEM	DAS	TOTAL
GENERAL REQUIREMENTS										
1	140	CONSTRUCTION STAKING	LS	\$ 25,000	0.50	0.50	1	\$ 12,500	\$ 12,500	\$ 25,000
GENERAL TECHNICAL										
2	201	MOBILIZATION (10%)	LS	\$ 449,720	0.45	0.55	1	\$ 202,373	\$ 247,345	\$ 449,718
3	202	TRAFFIC SAFETY AND CONTROL (1%)	LS	\$ 44,972	0.50	0.50	1	\$ 22,486	\$ 22,485.89	\$ 44,972
4	202	TEMPORARY BARRICADE, TYPE III	EA	\$ 80	--	1.0	1	\$ --	\$ 80	\$ 80
5	203	CLEARING AND GRUBBING	AC	\$ 20,000	--	1.1	1.1	\$ --	\$ 22,000	\$ 22,000
6	203	STRIPPING	CY	\$ 4	10500	42500	53000	\$ 42,000	\$ 170,000	\$ 212,000
7	203	STRIPPING SPREADING	CY	\$ 4	23500	42500	66000	\$ 94,000	\$ 170,000	\$ 264,000
8	203	REMOVAL OF ANIMAL WASTE LAGOON MATERIAL	CY	\$ 10	800	4800	5600	\$ 8,000	\$ 48,000	\$ 56,000
7	203	REMOVAL OF CONTAMINATED ANIMAL WASTE LAGOON MATERIAL	CY	\$ 54	--	3800	3800	\$ --	\$ 205,200	\$ 205,200
9	203	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	\$ 57,000	0.50	0.50	1	\$ 28,500	\$ 28,500	\$ 57,000
10	204	COMMON EXCAVATION (INCLUDES HAUL)	CY	\$ 6	76000	211700	287700	\$ 456,000	\$ 1,270,200	\$ 1,726,200
11	206	ADJUSTING MANHOLES	EA	\$ 1,000	1	7	8	\$ 1,000	\$ 7,000	\$ 8,000
13	207	EROSION CONTROL (2%)	LS	\$ 89,944	0.40	0.60	1	\$ 35,977	\$ 53,966	\$ 89,944
STREETS										
14	315	SUBGRADE STABILIZATION	SY	\$ 12	--	--	--	\$ --	\$ --	\$ --
15	321	SUBGRADE GEOTEXTILE	SY	\$ 1	4640.0	4580.0	9220.0	\$ 4,640	\$ 4,580	\$ 9,220
16	325	AGGREGATE BASE, 3/4" MINUS	CY	\$ 28	1200.0	--	1200.0	\$ 33,600	\$ --	\$ 33,600
17	325	AGGREGATE BASE, 1 1/2" MINUS	CY	\$ 28	203.4	1050.0	1253.4	\$ 5,695	\$ 29,400	\$ 35,095
18	360	LEVEL 2, 1/2 INCH DENSE HMAC, 4-INCHES THICK	SY	\$ 20	4700.0	--	4700.0	\$ 94,000	\$ --	\$ 94,000
SANITARY SEWERS AND STORM DRAINS										
19	402	12 INCH CONCRETE STORM SEWER PIPE	LF	\$ 80	--	--	--	\$ --	\$ --	\$ --
20	402	18 INCH CONCRETE STORM SEWER PIPE	LF	\$ 95	--	120	120	\$ --	\$ 11,400	\$ 11,400
21	402	24 INCH CONCRETE STORM SEWER PIPE	LF	\$ 120	117	--	117	\$ 14,040	\$ --	\$ 14,040
22	402	30 INCH CONCRETE STORM SEWER PIPE	LF	\$ 200	144	--	144	\$ 28,800	\$ --	\$ 28,800
23	402	36 INCH CONCRETE STORM SEWER PIPE	LF	\$ 160	564	--	564	\$ 90,240	\$ --	\$ 90,240
24	402	42 INCH CONCRETE STORM SEWER PIPE	LF	\$ 325	97	--	97	\$ 31,525	\$ --	\$ 31,525
25	403	48 INCH CONCRETE STORM SEWER PIPE	LF	\$ 300	46	--	46	\$ 13,800	\$ --	\$ 13,800
26	402	54 INCH CONCRETE STORM SEWER PIPE	LF	\$ 350	80	--	80	\$ 28,000	\$ --	\$ 28,000
27	403	MANHOLE, 60 INCH DIA	EA	\$ 5,000	--	5	5	\$ --	\$ 25,000	\$ 25,000
28	403	MANHOLE, 72 INCH DIA	EA	\$ 8,000	--	2	2	\$ --	\$ 16,000	\$ 16,000
29	403	MANHOLE, 84 INCH DIA	EA	\$ 13,000	--	1	1	\$ --	\$ 13,000	\$ 13,000
30	403	STORM CLEANOUT	EA	\$ 3,000						
31	403	TYPE 3 CATCH BASIN	EA	\$ 1,500	--	4	4	\$ --	\$ 6,000	\$ 6,000
STRUCTURES										
32	602	REINFORCED CONCRETE CONTROL STRUCTURE (AT SOS1)	LS	\$ 197,000	1	--	1	\$ 197,000	\$ --	\$ 197,000
33	602	REINFORCED CONCRETE WEIR STRUCTURE NO. 1	LS	\$ 29,000	1	--	1	\$ 29,000	\$ --	\$ 29,000
34	602	REINFORCED CONCRETE WEIR STRUCTURE NO. 2	LS	\$ 38,000	1	--	1	\$ 38,000	\$ --	\$ 38,000
35	608	CHAIN LINK FENCE	LF	\$ 10	70.0	--	70.0	\$ 700	\$ --	\$ 700
36	608	CHAIN LINK DOUBLE LEAF GATE	EA	\$ 1,500	2	--	2	\$ 3,000	\$ --	\$ 3,000
37	608	UTILITY SIGN	EA	\$ 300	7	--	7	\$ 2,100	\$ --	\$ 2,100
38	610	RIPRAP, CLASS 50	TON	\$ 50	240	180	420	\$ 12,000	\$ 9,005	\$ 21,005
39	610	RIPRAP, CLASS 700	TON	\$ 70	1290	--	1290	\$ 90,300	\$ --	\$ 90,300
40	610	ROCKERY WALL	TON	\$ 100	198.0	--	198.0	\$ 19,800	\$ --	\$ 19,800
RIGHT-OF-WAY DEVELOPMENT										
41	701	LOWLAND BOTTOM AND UPLAND SURFACE TREATMENT	AC	\$ 350	17.6	--	17.6	\$ 6,153	\$ --	\$ 6,153
42	701	BERM AND CELL SLOPE SURFACE TREATMENT	AC	\$ 350	5.1	--	5.1	\$ 1,771	\$ --	\$ 1,771
43	701	SEEDING, ZONE 1 - UPLAND BUFFER	AC	\$ 3,200	5.1	--	5.1	\$ 16,192	\$ --	\$ 16,192
44	701	SEEDING, ZONE 2 - WETLAND	AC	\$ 3,600	11.6	--	11.6	\$ 41,904	\$ --	\$ 41,904
45	701	SEEDING, ZONE 3 - EMERGENT WETLAND	AC	\$ 3,600	6.0	--	6.0	\$ 21,420	\$ --	\$ 21,420
45	701	SEEDING, INTERCEPTOR SWALE	AC	\$ 3,600	3.4	--	3.4	\$ 12,384	\$ --	\$ 12,384
46	701	SEEDING, TEMPORARY EROSION CONTROL	AC	\$ 2,000	--	101.3	101.3	\$ --	\$ 202,540	\$ 202,540
47	207	EROSION CONTROL MATTING	SY	\$ 4	900	22700	23600	\$ 3,600	\$ 90,800	\$ 94,400
48	207	FIBER ROLLS	FT	\$ 4	--	300	300	\$ --	\$ 1,110	\$ 1,110
49	207	MULCHING - STRAW MULCH, 2" DEEP	AC	\$ 1,100	5.1	--	5.1	\$ 5,566	\$ --	\$ 5,566
50	702	AMPHIBIAN LOGS	EA	\$ 1,000	5	--	5	\$ 5,000	\$ --	\$ 5,000
51	702	BRUSH PILES	EA	\$ 10,000	5	--	5	\$ 50,000	\$ --	\$ 50,000
52	702	SNAGS	EA	\$ 2,000	2	--	2	\$ 4,000	\$ --	\$ 4,000
53	702	MONITORING WELL	EA	\$ 3,000	8	--	8	\$ 24,000	\$ --	\$ 24,000
2019 SUMMARY										
		CONSTRUCTION SUBTOTAL						\$ 1,831,067	\$ 2,666,112	\$ 4,497,178
		20% CONTINGENCY						\$ 457,767	\$ 666,528	\$ 1,124,295
		CONSTRUCTION TOTAL						\$ 2,288,833	\$ 3,332,640	\$ 5,621,473
LANDSCAPING AND IRRIGATION										
54		WETLAND PLANTING, ZONE 1 (2020 CONSTRUCTION)	AC	\$ 4,900	5.2	--	5.2	\$ 25,353	\$ --	\$ 25,353
55		WETLAND PLANTING, ZONE 2 (2020 CONSTRUCTION)	AC	\$ 6,500	11.5	--	11.5	\$ 74,808	\$ --	\$ 74,808
56		IRRIGATION (2020 CONSTRUCTION)	AC	\$ 2,500	23.0	--	23.0	\$ 57,500	\$ --	\$ 57,500
57		PLANT ESTABLISHMENT (YEAR 1)	LS	\$ 79,200	1	--	1.0	\$ 79,200	\$ --	\$ 79,200
58		PLANT ESTABLISHMENT (YEARS 2)	LS	\$ 63,400	1	--	1.0	\$ 63,400	\$ --	\$ 63,400
59		PLANT ESTABLISHMENT (YEARS 3)	LS	\$ 39,600	1	--	1.0	\$ 39,600	\$ --	\$ 39,600
2020 SUMMARY										
		CONSTRUCTION SUBTOTAL						\$ 339,861	\$ --	\$ 339,861
		20% CONTINGENCY						\$ 84,965	\$ --	\$ 84,965
		CONSTRUCTION TOTAL						\$ 424,826	\$ --	\$ 424,826



Legend



DAS Grading



South Wetlands