

Exhibit "G"
Phasing of Work and Transition of Responsibilities

WHEREAS the City of Salem ("City") and the Rotary Club of Salem ("Rotary")—collectively referred herein as "Parties"—entered into a Lease Agreement ("Agreement") effective June 13, 2019 for the construction of the Gerry Frank | Salem Rotary Amphitheater; and

WHEREAS construction of the new facility is well underway at Riverfront Park with the Parties working together in close collaboration on the project; and

WHEREAS the City's General Contractor, Emery and Sons Construction, has substantially completed the City's responsibilities under the agreement as outlined in Exhibit "C" subsection 1.b of the agreement to prepare the site for construction of the covered performance facility; and

WHEREAS construction responsibilities are shifting to Rotary's General Contractor, Dalke Construction, Inc., to build the covered performance facility on the site; and

WHEREAS the parties have acknowledged that it is in the best interest of the City and Rotary that some items be constructed on behalf of the City by Rotary's General Contractor and some items to be constructed on behalf of Rotary by the City's General Contractor.

The Parties therefore agree as follows:

1. The City will pay Rotary for the cost to Rotary's General Contractor for constructing the items identified in Attachment 1 to this Exhibit, generally related to irrigation, storm drainage, and landscaping, and relocation of lighting controls.
2. Rotary will pay the City for the cost to the City's General Contractor for constructing the items identified in Attachment 1 to this Exhibit, generally related to additional fencing.
3. The net reimbursement will be paid by the City to Rotary based on actual costs, currently estimated at \$134,724.
4. This document will become part of the Agreement as Exhibit "G" and effective on the date last signed by both Parties.

Counterparts. This Exhibit G may be executed in one or more counterparts, including facsimile or electronic counterparts, and all so executed shall constitute one agreement, binding on all the parties hereto, even though all parties are not signatories to the original or the same counterpart. Any counterpart of this Agreement that has attached to it separate signature pages, which altogether contain the signatures of all parties, shall for all purposes be deemed a fully executed instrument.

Exhibit "G"
Phasing of Work and Transition of Responsibilities (continued)

DULY EXECUTED IN DUPLICATE.

IN WITNESS WHEREOF, the Parties hereto have caused this Exhibit to be executed in their respective names by their authorized representatives as of the dates set forth below:

**Rotary Club of Salem
(Rotary)**

**City of Salem, Oregon
(City)**

Sue Bloom
President, Rotary Club of Salem

Steven D. Powers
City Manager

Date:_____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

J. Spencer S. Taylor
Legal Counsel for Rotary Club of Salem

Daniel B. Atchison
City Attorney

Date:_____

Date:_____

Improvement Responsibilities and Cost Reimbursements

Riverfront Park PN718412					
October 5, 2020					
Salem Rotary Reimbursement Cost					
ITEM NO.	ITEM			ENGINEER'S ESTIMATE	
		QUANTITY	U/M	UNIT PRICE	TOTAL
City of Salem Improvement Responsibilities (Done by Dalke Construction, Inc.)					
1	Mobilization, Bonds and Insurance	All Req'd	Lump Sum	\$16,000.00	\$16,000.00
2	Construction Staking	All Req'd	Lump Sum	\$3,500.00	\$3,500.00
3	Materials Testing and Quality Control	All Req'd	Lump Sum	\$5,000.00	\$5,000.00
4	Excavation and Native Backfill for 8" to 12" Storm Pipe	200	Lin. Ft.	\$25.00	\$5,000.00
5	PCC Pavement, 8 inches Thick	620	Sq. Yd.	\$111.00	\$68,820.00
6	8-inch PVC SD Pipe (ASTM D3034, SDR 35)	200	Lin. Ft.	\$24.00	\$4,800.00
7	Area Drain	2	Each	\$2,500.00	\$5,000.00
8	Lawn - Seed and Irrigation	20000	Sq. Ft.	\$2.00	\$40,000.00
9	Imported Soil (12" depth)	750	Cu. Yd.	\$44.50	\$33,375.00
10	Relocate Electrical Lighting Control Panel	N/A	N/A	N/A	\$10,200.00
Total Construction Costs - City Responsibility:					\$191,695.00
Rotary Improvement Responsibilities (Done by Emery and Sons Construction)					
1	Additional Fencing				\$56,971.00
Total Construction Costs - Rotary Responsibility:					\$56,971.00
NET REIMBURSEMENT TO BE TRANSFERRED TO SALEM ROTARY:					\$134,724.00