

PROFESSIONAL SERVICES AGREEMENT
TILLAMOOK COUNTY AND MURRAYSMITH
PACIFIC CITY/WOODS PARKING MANAGEMENT PLAN DESIGN

This Professional Services Agreement, hereafter "agreement" is entered into by and between MURRAYSMITH, hereafter "contractor" and Tillamook County, a political subdivision of the State of Oregon, hereafter "county", pursuant to ORS 203.010. County and contractor intend to contract for PACIFIC CITY/WOODS PARKING MANAGEMENT PLAN DESIGN. The mutual promises of each are given in exchange and as consideration for, the promises of the other.

COUNTY AND CONTRACTOR MUTUALLY COVENANT AND AGREE AS FOLLOWS:

1. AGREEMENT

Contractor promises to provide, and county promises to pay for, the services described below according to the provisions of this agreement.

2. AGREEMENT PRICE AND AMOUNT

The price for the services provided by contractor shall be and Six Hundred Seventy-Three Thousand Eight Hundred Ninety-One and 00/100 Dollars (\$673,891.00).

3. AGREEMENT TERM

The term or period of this agreement shall begin June 23, 2021 and end November 30, 2021.

4. AGREEMENT DOCUMENTS

The following documents comprise the agreement and are incorporated herein by reference in their entirety.

- 4.1. This Agreement;
- 4.2. Project Proposal; and
- 4.3. Statutory Public Contract Provisions.

5. TERMINATION

5.1. WITHOUT NOTICE

This agreement shall terminate without any requirement of notice to either party when the first of the following events occurs:

- 5.1.1. The parties mutually consent to termination in writing.
- 5.1.2. The agreement term ends.
- 5.1.3. The moment prior to the contractor filing for the settlement of debts or any debt restructuring in any state, federal or other court of competent jurisdiction.
- 5.1.4. When contractor's proposed agreement price adjustments exceed agreement specifications.

5.2. WITH NOTICE

This agreement may also end and notice shall be served as required when:

PROFESSIONAL SERVICES AGREEMENT
TILLAMOOK COUNTY AND MURRAYSMITH
PACIFIC CITY/WOODS PARKING MANAGEMENT PLAN DESIGN

- 5.2.1. Any party breaches any duty, term or condition of this agreement.
- 5.2.2. Either party commits a fraud or misrepresentation upon the other party.
- 5.2.3. Public funds are no longer available to support this agreement.
- 5.2.4. Either party gives thirty (30) days written notice.

GENERAL PROVISIONS

6. STATUS OF CONTRACTOR

The parties intend that contractor, in performing the services specified in this agreement, shall act as an independent contractor.

- 6.1. The compensation provided herein shall be exclusive and county shall neither pay nor provide contractor with any fringe benefits, including, but not limited to, retirement, health insurance, Workers' Compensation insurance, unemployment insurance or sick leave. No additional compensation or alternate form thereof shall be payable by county to contractor for any purpose whatsoever unless otherwise agreed in writing. Contractor shall be responsible for paying all income taxes, Social Security or self-employment taxes, or any other taxes or assessments imposed by any governmental body incurred by reason of county's payment of compensation hereunder to contractor. County will report the total amount of all payments to contractor, including any expense, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations.
- 6.2. This agreement is personal as to contractor and contractor may not subcontract any portion of the services to be performed hereunder without the prior written approval of county; provided nothing herein shall prohibit any other consultants employed by contractor or in a firm of which he shall be a member to assist contractor in carrying out the responsibilities herein.
- 6.3. This agreement is not a contract of employment. The parties intend that contractor, in performing the services specified herein, shall be and act as an independent contractor and shall have professional control of the work and the manner in which it is performed. Contractor shall have the sole authority to determine the manner and means of performing the services described herein and county shall not interfere with, control or direct the manner or method in which such services are performed; provided, county shall direct contractor as to the work to be assigned and shall have the right to direct the required results to the extent such direction may be consistent with the nature of contractor's services. Except as otherwise expressly

PROFESSIONAL SERVICES AGREEMENT
TILLAMOOK COUNTY AND MURRAYSMITH
PACIFIC CITY/WOODS PARKING MANAGEMENT PLAN DESIGN

provided herein and except for the purposes of the Oregon Tort Claims Act, ORS 30.265, contractor shall not be considered an agent of county.

- 6.4. Contractor shall be responsible for and has obtained or shall obtain and maintain all necessary professional licenses and professional liability insurance, as required by law.
- 6.5. In the event contractor's labor or services shall be performed by contractor's employees, such employees shall be and at all times remain the employees of contractor, under the contractor's sole and exclusive control and shall not be deemed employees of county for any purpose.
- 6.6. Contractor is an independent contractor for purposes of the Workers' Compensation Law (ORS Chapter 656) and unemployment insurance.
 - 6.6.1. Contractor is solely liable for any Workers' Compensation coverage under this agreement. If contractor has the assistance of other persons in the performance of this agreement, contractor shall qualify and remain qualified for the term of the agreement as an insured employer under ORS 656.407. If contractor performs this agreement without the assistance of any other persons, contractor shall execute a Joint Declaration with County's Workers' Compensation carrier absolving county of any and all liability as provided in ORS 656.029.
 - 6.6.2. If contractor is a subject employee for Workers' Compensation or unemployment insurance purposes, contractor shall provide such Workers' Compensation and unemployment coverage benefits at contractor's sole cost and expense and shall provide proof of such insurance and benefits at county's request.
- 6.7. Contractor represents that he has filed federal and state income tax returns (a) in contractor's business name or (b) on a business Schedule C as part of contractor's personal income tax returns, if contractor provided consulting services as an independent contractor during the previous calendar year.
- 6.8. Contractor represents that he is customarily engaged in an independently established business. To that end, contractor represents that at least three (3) of the following apply to contractor's business (initial those that apply):
 - 6.8.1. NJM Contractor maintains a business location that is separate from the business or work location of the person for whom the services are provided or that is in a portion of contractor's residence and that portion is used primarily for the business.
 - 6.8.2. NJM Contractor bears the risk of loss related to the business or the provision of services as shown by

PROFESSIONAL SERVICES AGREEMENT
TILLAMOOK COUNTY AND MURRAYSMITH
PACIFIC CITY/WOODS PARKING MANAGEMENT PLAN DESIGN

factors such as: Contractor enters into fixed price contracts; contractor is required to correct defective work; contractor warrants the services provided; or contractor negotiates indemnification agreements or purchases liability insurance, performance bonds or errors and omissions insurance.

6.8.3. NJM

Contractor provides contracted services for two (2) or more different persons within a twelve (12) month period, or contractor routinely engages in business advertising solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.

6.8.4. NJM

Contractor makes a significant investment in the business, through means such as: purchasing tools or equipment necessary to provide the services; paying for the premises or facilities where the services are provided; or paying for licenses, certificates or specialized training required to provide the services.

6.8.5. NJM

Contractor has the authority to hire other persons to provide or to assist in providing the services and has the authority to fire those persons.

7. NON-DISCRIMINATION

Contractor shall comply with all applicable federal, state and local laws, rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or disability.

8. NOTICES

Any notice required or permitted under this agreement shall be in writing.

8.1. Notices shall be deemed given when:

8.1.1. Personally delivered, or

8.1.2. Three (3) days after deposit in United States certified mail, postage prepaid, addressed to the other party at their last known address.

8.2. Notices, bills and payments sent by mail should be addressed as follows:

COUNTY: Tillamook County
Attn: Rachel Hagerty
201 Laurel Avenue
Tillamook, Oregon 97141
503-842-3404
rhagerty@co.tillamook.or.us

PROFESSIONAL SERVICES AGREEMENT
TILLAMOOK COUNTY AND MURRAYSMITH
PACIFIC CITY/WOODS PARKING MANAGEMENT PLAN DESIGN

CONTRACTOR: MURRAYSMITH
Nicholas McMurtrey
888 SW 5th Avenue, #1170
Portland, OR 97204
503-225-9010
nicholas.mcmurtrey@murraysmith.us

9. STATUTORY PUBLIC CONTRACT PROVISIONS

Contractor shall comply with the statutory public contract provisions as more particularly set forth herein.

10. CONFLICT OF INTEREST

Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of contractor's services. Contractor further covenants that in the performance of this agreement no person having any such interest shall be employed.

11. RECORDS

Contractor shall create and maintain records in accordance with generally accepted standards of contractor's practice and the records requirements of county. The records shall remain the property of county and be made available to county upon request. Contractor shall exercise due care to maintain the confidentiality of client records in accordance with law.

12. CONSTRAINTS

This agreement is expressly subject to the debt limitations of the Oregon Constitution set forth in Article XI, Section 10 and is contingent upon funds being available and appropriated therefore. Any provisions of this agreement which would conflict with law are deemed inoperative to that extent.

13. INTEGRATION

This agreement supersedes all prior oral or written agreements between contractor and county regarding this project. It represents the entire agreement between the parties. Time is of the essence in all terms, provisions, covenants and conditions in this agreement.

14. SAVINGS

Should any clause or section of this agreement be declared by a court to be void or voidable, the remainder of this agreement shall remain in full force and effect.

PROFESSIONAL SERVICES AGREEMENT
TILLAMOOK COUNTY AND MURRAYSMITH
PACIFIC CITY/WOODS PARKING MANAGEMENT PLAN DESIGN

15. WAIVER; MODIFICATION

Failure by county to enforce any provision of this agreement does not constitute county's continuing waiver of that provision, any other provision or of the entire agreement. The rights and duties under this agreement shall not be modified, delegated, transferred or assigned, except upon the written, signed consent of both parties.

16. LIABILITY; INDEMNIFICATION

County has relied upon the professional ability, qualifications and training of contractor as a material inducement to enter into this agreement. Contractor warrants that all of contractor's services will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of contractor's work by county shall not operate as a waiver or release of any claim. Contractor shall defend, indemnify and hold harmless county, its officers, agents and employees from any claims, liabilities, demands, damages, actions or proceedings, arising from or relating to the professional negligence of contractor in connection with the performance of any services hereunder. **Minimum limits required for professional malpractice is \$1,000,000.** Notwithstanding the foregoing, where applicable, contractor shall be deemed an agent of county, for the sole purposes of a tort liability pursuant to the Oregon Tort Claims Act, ORS 30.265.

Contractor shall provide a certificate of coverage at the time of execution of this agreement, indicating proof of insurance coverage with limits not less than the following:

Property Damage:	\$1,000,000 (one claimant) \$2,000,000 (all claimants)
Personal Injury or Death:	\$2,000,000 (one claimant) \$2,000,000 (all claimants)
Professional Liability/ Errors and Omissions:	\$2,000,000

Such insurance shall be on an occurrence basis only and be evidenced by a Certificate of Insurance provided to the county, indicating coverages, limits and effective dates, by an insurance company licensed to do business in the State of Oregon. An endorsement shall be issued by the company showing the county as an additional insured on all coverages, excepting medical/professional malpractice insurance. The endorsement shall also contain a notice of cancellation provision.

17. JURISDICTION; LAW

This agreement is executed in the State of Oregon and is subject to Tillamook County and Oregon law and jurisdiction. Venue shall be in Tillamook County, Oregon, unless otherwise agreed by the parties.

PROFESSIONAL SERVICES AGREEMENT
TILLAMOOK COUNTY AND MURRAYSMITH
PACIFIC CITY/WOODS PARKING MANAGEMENT PLAN DESIGN

18. LEGAL REPRESENTATION

In entering into this agreement, each party has relied solely upon the advice of their own attorney. Each party has had the opportunity to consult with counsel. Each party represents and warrants to the other that they are fully satisfied with the representation received from their respective attorneys.

19. ATTORNEYS' FEES

Attorneys' fees, costs and disbursements necessary to enforce this agreement through mediation, arbitration and/or litigation, including appeals, shall be awarded to the prevailing party, unless otherwise specified herein or agreed.

20. LANGUAGE

The headings of the agreement paragraphs are intended for information only and shall not be used to interpret paragraph contents. All masculine, feminine and neuter genders are interchangeable. All singular and plural nouns are interchangeable, unless the context requires otherwise.

21. SUBCONTRACTING

Any subcontract ad infinitum of this agreement shall express the GENERAL PROVISIONS section of this agreement or incorporate it by reference.

ACKNOWLEDGEMENT:

EACH PARTY REPRESENTS TO THE OTHER BY THEIR SIGNATURES BELOW THAT EACH HAS READ, UNDERSTANDS AND AGREES TO ALL COVENANTS, TERMS AND CONDITIONS OF THIS AGREEMENT. EACH PARTY REPRESENTS TO THE OTHER TO HAVE THE ACTUAL AND/OR APPARENT AUTHORITY TO BIND THEIR RESPECTIVE LEGAL PERSONS, CORPORATE OR OTHERWISE, IN CONTRACT.

Approved as to form and content this 14th day of June, 2021.


Contract Officer

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Dated this 16 day of June, 2021.

CONTRACTOR: MURRAYSMITH

Nicholas McMurtrey
888 SW 5th Avenue, #1170
Portland, OR 97204
503-225-9010
nicholas.mcmurtrey@murraysmith.us

Dated this ____ day of _____, 2021.

THE BOARD OF COMMISSIONERS
FOR TILLAMOOK COUNTY, OREGON

Aye Nay Abstain/Absent

Mary Faith Bell, Chair

___ ___ ___/___

David Yamamoto, Vice-Chair

___ ___ ___/___

Erin D. Skaar, Commissioner

___ ___ ___/___

ATTEST: Tassi O'Neil,
 County Clerk

APPROVED AS TO FORM:

By: _____
 Special Deputy

Joel W. Stevens
County Counsel

SCOPE OF WORK ENGINEERING SERVICES FOR PACIFIC CITY/WOODS PARKING MANAGEMENT PLAN DESIGN PROJECT

Introduction & Project Understanding

The Pacific City/Woods area has an estimated population of just over one thousand (1,000) year-round residents. Cape Kiwanda and Haystack Rock are located on Pacific City's coastline and are reported to be one of the most visited sites on the Oregon Coast. In the summer, the abundance of visitors accessing the beach, dunes, and commercial establishments creates issues, many of which are due to a high demand for parking. People park illegally in parking lots and on shoulders, and those trying to find parking circulate in the area, causing congestion.

The County commissioned the Cape Kiwanda Master Plan (2016), and the Pacific City/Woods Parking Management Plan (2019) to identify strategies that improve traffic congestion and local livability. These strategies include:

1. Reconstructing the Cape Kiwanda Parking Lot
2. Replacing the Cape Kiwanda Parking Lot Restrooms
3. Upgrading the Cape Kiwanda Parking Lot Garbage and Recycling Facilities
4. Constructing the Cape Kiwanda Drive Multi-Use Path, from the Cape Kiwanda Parking lot to Bob Straub State Park
5. Relocating Webb Park, including access improvements to Circle Drive and a potential roundabout or couplet
6. Developing the Jensen Property, including access improvements to Pacific Avenue and Sunset Avenue with a potential roundabout
7. Improving parking shuttle services
8. Completing development of the Nestucca Valley Community Alliance (NVCA) Lot

While not identified in either of the initial plans, the Nestucca Valley Community Alliance (NVCA) has subsequently leased property from Tillamook Lightwave to develop a public skate park with parking. The County requests incorporating the NVCA Lot as another strategy to improve traffic congestion and local livability.

The County has already conducted community engagement for the planned multi-use path, and for the Cape Kiwanda Parking Lot with associated restrooms and garbage/recycling. Introducing the Webb Park relocation study and development of the Jensen Property are new concepts and the County has yet to solicit public feedback. Recent developments regarding beach access have resulted in a heightened awareness and sensitivity from South Tillamook County residents. This project has the potential to become complex and contentious, however, a long-term and

meaningful resolution to these dynamics can result from creative, considerate design and purposeful engagement with the public.

The Pacific City/Woods Parking Management Plan Design Project is a once-in-a-generation opportunity that requires extraordinary vision, creativity, and leadership for success. The improvements need to balance creating a positive tourism experience without compromising the needs of local businesses and year-round residents. This can occur through the thoughtful resolution of the current underlying traffic and parking problems and by expanding and improving recreational opportunities beyond the focus of Cape Kiwanda. This project is an opportunity for creative placemaking to seamlessly connect recreational, commercial, residential, and civic spatially to transportation.

Project Schedule

The preliminary project schedule for the Scope of Work (SOW) below is based on the anticipated Notice to Proceed (NTP) indicated. A more detailed schedule will follow under Task 1.2 to further define and clarify the critical path and important task interdependency.

This initial phase of work is anticipated to span five (5) months (June 23 to November 1, 2021).

Task - Description	Start Date	Completion Date
NTP – Current SOW	June 23, 2021	n/a
1.1 Overall Project Coordination	June 23, 2021	Ongoing
1.2 Project Design Schedule	June 23, 2021	June 28, 2021
1.3 Invoicing and Progress Reports	July 1, 2021	Ongoing
1.4 SOW Updates	October 22, 2021	November 5, 2021
2.1 Project Kick-off Meeting	July 13, 2021	n/a
2.2 Concept Analysis	June 23, 2021	July 8, 2021
2.3 Concept Planning Charrette	July 20, 2021	n/a
2.4 Permit Research	June 23, 2021	October 22, 2021
2.5 Sand Management Analysis	August 3, 2021	October 22, 2021
2.6 Alternatives Analysis	August 3, 2021	September 22, 2021
2.7 Preferred Concept Plan	September 23, 2021	October 22, 2021
3.1 Concept Plan Mapping	June 23, 2021	July 6, 2021
3.2 Topographic Survey	June 16, 2021	October 6, 2021
3.3 Record of Survey	June 23, 2021	October 6, 2021
4.1 Public Outreach Events	As needed	n/a
4.2 Business Survey	July 30, 2021	August 20, 2021
4.3 Community Survey	July 30, 2021	August 20, 2021
NTP – SOW Updates from Task 1.4	November 24, 2021	n/a
Cape Kiwanda Parking Lot PS&E	November 24, 2021	February 2022
Start Cape Kiwanda Parking Lot Construction	Goal of March 2022	Goal for Summer 2022

Scope of Services

This project will expand on the work conducted in the Cape Kiwanda Masterplan and Pacific City/Woods Parking Management Plan, which both aided the County in determining appropriate development and locations for parking capacity to meet current and future demand. The visioning charrette, programming discussions, design alternatives and development strategies envisioned for this project will meet the goals of the County by increasing multi-modal transportation options, population disbursement, parking efficiencies and reducing impacts of parking throughout the Pacific City / Woods area.

This SOW includes monthly progress-reporting, team communication protocols, and procedures the Consultant will implement to ensure quality control. The SOW includes tasks and processes serving the needs of the project to implement the strategies described in the Pacific City/Woods Parking Management Plan to determine, with the County, the preferred improvements to proceed into construction documentation and how to phase them over time.

Due to the phased nature of the project, several elements of this SOW are undefined at this time and referred to as 'deferred' below. These deferred tasks are listed to convey the framework envisioned for the overall project, and for general tracking of projected future services. As the project advances and concepts are further developed, those deferred tasks are anticipated to incorporate into the project through amendments to this document.

The Consultant will perform the following services described in this SOW below and the County's anticipated responsibilities are as follows:

County Responsibilities

The County will be responsible for the following:

- Provide a consolidated set of staff and stakeholder comments for each draft work product submitted
- Provide record drawings
- Provide property deed information
- Lead Public Involvement activities and website hub with Consultant support

Unless indicated otherwise, all deliverables are provided in electronic format.

Task 1 - Project Management

Provide overall management, direction, and coordination for the project, including the following subtasks.

1.1 Overall Project Coordination

Create a Project Management Team (PMT) consisting of County staff with Consultant Project Manager to facilitate continuous ongoing project coordination, communications, and to review meeting plans and draft presentations. Consultant team members will participate as needed in these meetings. Public engagement will be discussed on a regular basis within this PMT meeting.

This group will convene biweekly at a standing meeting. Consultant will prepare agendas and summary notes for each meeting. For estimating purposes, it is assumed four (4) Consultant team members will attend these biweekly meetings, anticipated to occur virtually.

Coordinate with subconsultant team to assign and manage the appropriate level of staff expertise for the project at each phase of design, coordinate design reviews and the implementation of design review comments and perform other project coordination as required.

Deliverables

- Ten (10) draft and final meeting agendas
- Ten (10) meeting minutes

1.2 Project Design Schedule

Prepare a project design schedule detailing the design timeline with anticipated construction timelines. Update the design schedule as needed, up to one (1) time(s).

Deliverables

- One (1) project schedule (PDF)
- One (1) project schedule revision

1.3 Invoicing and Progress Reports

Monitor project scope, schedule and budget on a monthly basis. Submit invoices on a monthly basis to the County's project manager with a progress report identifying services performed during the period, services to be performed in the next period, and issues potentially affecting scope, schedule or budget.

Deliverables

- Five (5) monthly invoices and project reports

1.4 SOW Updates

This SOW is focused on initial planning tasks, data collection, due diligence studies and development of conceptual designs, which generally defer advancing project elements into detailed engineering.

Update this SOW as the project progresses and the timing of phased improvements mature. Replace deferred tasks or modify the level of effort of existing tasks as needed. Prepare an updated SOW as needed for future phases, up to one (1) time(s).

Deliverables

- One (1) amended SOW

Task 2 – Conceptual Design

This task builds upon the Cape Kiwanda Master Plan and establishes connections between each of the eight (8) planning elements identified in the Project Introduction & Understanding. The Consultant team will explore potential programming and development options, establish design criteria and engineering standards, determine project phasing opportunities, and provide the County with a comprehensive roadmap for each planning element to follow.

2.1 Project Kick-off Meeting

The purpose of this task is to conduct a project kick-off meeting and walking tour, and then process the subsequent input obtained to further establish project goals/objectives.

Schedule, prepare for, and facilitate a project kick-off meeting with County staff to review the purpose and scope of the project and set overall direction for the planning elements. Meeting topics will include a review of:

- Communications protocols
- Project schedule
- Expected outcomes and deliverables for major tasks
- Decision-making structure
- Core values and criteria for success
- Prior project history

Referring to these discussion points throughout the project as agreed-upon benchmarks is anticipated to unify the project around a common set of expectations and aspirations.

Taking necessary Covid-19 precautions, conduct a walking tour of the sites with County staff and any advisory committee members at the County's discretion. Furnish site maps to facilitate the walking tour.

For estimating purposes, it is assumed six (6) Consultant team members will attend these meetings, anticipated to occur in-person at a location of the County's choosing.

Deliverables

- Draft and final meeting agendas
- Meeting minutes
- Walking tour site maps

2.2 Concept Analysis

This task enables the Consultant team to research and understand the project's history and requirements identified during the project kick-off meeting.

Review project files, supplied technical data, County design standards, policy and procedure manuals and other data provided by the County. Establish design criteria and present in tabular format for County review/comment. The design criteria will include a summary of pertinent design standards and the proposed project value for each element included in the table.

Prepare a Concept Analysis Memorandum documenting the findings, which will inform future deliverables. Create a series of site analysis diagrams for each of the planning elements. These diagrams will communicate the Consultant team's understanding of the existing conditions and indicate opportunities, constraints, and key considerations to explore during concept design.

Submit draft deliverables prior to the Concept Planning Charrette task, and then incorporate information obtained during the charrette and subsequent stakeholder input into the final deliverables.

Deliverables

- One (1) draft and final Concept Analysis Memorandum
- One (1) Draft and final Design Criteria Summary matrix
- Two (2) draft and final site analysis diagrams for each planning element (16 total)

2.3 Concept Planning Charrette

Prepare for and conduct an in-person concept planning charrette with the County and key stakeholders. The charrette will establish the County's programming needs for each planning

element, which will facilitate subsequent alternatives analysis. Example programming needs include:

- Seismic and tsunami impacts on built horizontal surfaces for egress
- Identify site location opportunities for future built structures, such as on the Jensen and Webb Park properties

Present Concept Analysis task information and lead discussions highlighting critical aspects of the design such as potential programming at each site, parking capacity and management strategies, important community connections, multi-modal transportation, community wide and site specific identity, pedestrian access to the beach and traffic patterns. The transportation analysis in Task 5 will identify existing traffic needs along the corridor to inform the concept planning.

For estimating purposes, it is assumed nine (9) Consultant team members will attend this meeting, anticipated to occur in-person at a location of the County's choosing.

Deliverables

- Draft and final meeting agendas
- Meeting minutes and notes / sketches

2.4 Permit Research

Evaluate permit requirements from federal, state and local agencies for the planning elements. Base research on available environmental mapping, approximate jurisdictional resource boundaries, zoning, and land use information to determine the required land use or environmental permits and processes. In addition to Federal and State permits, anticipated local agency permits include:

- Tillamook County Floodplain Development, Building, Electrical, Plumbing and Mechanical Permits
- Tillamook County Right-of-Way Permit
- Tillamook County Erosion Control Permit

Prepare a Permitting Memorandum to sufficiently capture the sand management needs of Task 2.5 and the potential impacts of the preferred alternative identified in Task 2.6. Document the permits required, agency staff contacted, and the cited respective code sections that require them. The permitting technical memorandum will outline the procedure for obtaining these permits and approximate timeframes associated with them. Include specific conditions listed in those code sections which may apply to the Project. Contact by phone or email Agency planning staff members to verify the required permits, processes, standards, and criteria.

Deliverables

- Draft and final Permitting Memorandum

2.5 Sand Management Analysis

Sand transport into the Cape Kiwanda Parking Lot requires regular County maintenance for sand removal, with costs averaging \$55,000 per year. Consultant will work with the County to define the objectives for sand management and then develop alternatives to address sand in the Cape Kiwanda Parking Lot and the Jensen Property development area.

Conduct a sediment management analysis to inform the development of sediment management alternatives to reduce current and future maintenance. The analysis will involve the following:

- Research similar projects/sites and solutions (e.g., seawall, sand fence/screens, dune vegetation etc.) including previous efforts undertaken by the Pacific City Beachfront Homeowners Association (Pacific City: Foredune Management Plan).
- Delineate shorelines from available historic and current aerial photographs in GIS to establish shoreline changes over time and to calculate erosion and/or accretion rates.
- Compare available LiDAR and/or beach profile datasets to evaluate topographic and beach shoreline profile changes over time.
- Conduct a literature review for research or studies on the longshore and on/offshore transport rates and extent of wave runup. If sufficient data is not available, develop a scope to build a SWAN wave model using data from NOAA's National Data Buoy Center to estimate nearshore wave heights, which can inform estimates of sediment transport rates and wave runup extent.
- Use local estimates of sea-level rise to project changes to the beach width and profile and evaluate how these changes could impact the parking lot.

Prepare a Sand Management Analysis Memorandum that summarizes these findings. The analysis will inform the development and evaluation of the conceptual alternatives, which could include the following:

- Dune vegetation and sand fences to stabilize the dunes.
- Mechanical sand movement, such as excavating the back dunes and moving to another location as a more proactive maintenance measure.
- Structural options, such as a low wall along the parking lot(s).
- Relocation of the parking lot(s).

Any subsequent permitting impacts generated from the sand mitigation measures will accompany Task 2.4.

Deliverables

- Draft and final Sand Management Analysis Memorandum

2.6 Alternatives Analysis

The Consultant team will reflect on the prior planning charrette to revisit the project's vision, goals and objectives for alignment with the community's needs and priorities to inform this task.

Develop and present up to two (2) design alternatives for addressing each of the planning elements. Develop conceptual designs (10% - 15% level of design) for each alternative to show basic geometry, locations of potential structures and key environmental, garbage/recycling collection, right-of-way, and local access constraints. Conceptual designs will utilize survey information provided under Task 3.1 and will accompany exhibits submitted with the Alternatives Analysis Memorandum. The transportation analysis in Task 5 will evaluate up to two (2) alternatives to summarize transportation impacts and needs related to multimodal operations, circulation, and safety.

Prepare preliminary order-of-magnitude cost estimates for each of the alternatives described above to facilitate selection of the preferred alternatives. Base the cost estimates on up to a ten (10) major bid items (mobilization, survey, temporary traffic control, drainage, roadway surfacing etc.) and current cost data. The estimates will include 20% for Construction Engineering (CE) and 40% for contingencies.

Prepare an Alternatives Evaluation Memorandum that summarizes the alternatives considered and makes recommendations for the preferred alternatives. The memo will address the following:

- Summary of existing conditions, (i.e., Project location, roadway classifications, accident history, and other design standards pertinent to the Project)
- Descriptions of the alternatives considered
- Descriptions of the conceptual design elements for each alternative
- Environmental impacts and potential permits (scoping level) for each alternative
- Utility conflicts (scoping level)
- Discussion of the potential safety benefits of proposed alternatives
- Right-of-way impacts
- Construction cost estimates

- Recommendations for the preferred design alternatives

Develop an Alternatives Analysis Package that will include the following:

- Two (2) alternative layout options for each planning element with plan view graphics (16 total).
- One (1) comprehensive map indicating how individual site concepts relate to each other and Pacific City / Woods
- Develop up to thirty (30) PowerPoint slides to facilitate meetings and public involvement.
- Draft and Final Technical memorandum including conceptual design exhibits, discussion of pros/cons of the alternatives, documentation of stakeholder input received, and recommendations for the preferred alternative.

Following submittal of the draft Alternatives Analysis Package, meet with the County to discuss the deliverables. Update and resubmit the final Alternatives Analysis Package to document stakeholder feedback on the draft submittal. For estimating purposes, it is assumed five (5) Consultant team members will attend this meeting, anticipated to occur in-person at a location of the County's choosing.

Deliverables

- Draft and Final meeting agendas
- Meeting minutes
- Draft and final Alternatives Analysis Package, including layout options, PowerPoint slides, and memorandum

2.7 Preferred Concept Plan

Summarize the findings of the preceding analyses into a Preferred Concept Plan and submit for County and stakeholder feedback. Meet with the County to discuss stakeholder comments. Update and resubmit the Preferred Concept Plan document feedback on the draft submittal. For estimating purposes, it is assumed nine (9) Consultant team members will attend this meeting, anticipated to occur in-person at a location of the County's choosing.

Submit a deliverable that includes the following:

- One (1) conceptual layout of the preferred plan for each of the planning elements with hand sketch quality graphics (8 total).
- Develop up to fifteen (15) PowerPoint slides to facilitate meetings and public involvement.

- Draft and final report including discussion of the analyses and documentation of stakeholder input received throughout Task 2, with each preceding task deliverable included as an appendix.

Deliverables

- Draft and Final Meeting Agendas
- Meeting minutes
- Draft and Final Preferred Concept Plan

Task 3 – Topographic Surveying and Boundary Survey

Complete surveying services necessary for design. The surveying limits for this scope of services are demarcated in Attachment ‘A’. Title reports and/or vesting deeds for boundary surveying are furnished by the County as needed.

Notification to landowners prior to survey activity on private property will occur under Task 4.1.

3.1 Concept Plan Mapping

Fly the limits of work with a drone to obtain aerial imagery for the conceptual planning phase of the project. Overlay the imagery with publicly available GIS road, tax lot, FEMA and DOGAMI LIDAR information.

Deliverables

- Concept planning map with ariel imagery

3.2 Topographic Survey

This task applies to all project elements, except for the following deferred items:

- Relocating Webb Park, including access improvements to Circle Drive and a potential roundabout
- Improving parking shuttle services
- Completing development of the Nestucca Valley Community Alliance (NVCA) Lot

Detailed topographic survey of Webb Park, shuttle services and the NVCA Lot are deferred and anticipated to benefit from a focused survey on development areas identified during selection of the preferred alternative. Similarly, future survey work associated with collecting environmental delineations for field demarcations is deferred until the preferred alternative for development is selected.

Establish survey control and field locate existing property/right-of-way monuments within the limits of survey, review existing right-of-way records (i.e. surveys, plats, deeds and right-of-way maps) and determine right-of-way/centerline locations from the above information.

For the topographic survey work, include field survey of existing above ground features (i.e. edge of pavement, buildings, improvements, trees, utilities, etc.) as well as elevations with one-foot contour intervals. Survey the below ground utilities from one-call locate paint marks and existing as-built maps, manhole dips etc. Prepare an existing conditions base map using the above data. Additional items include:

- Survey, title, road, and as-built research
- Locating existing property corner monuments of record
- Establishing property lines, right-of-way lines, and easements
- Elevating site to NAVD 88 vertical datum
- Establishing NAD 83 2011 State Plane Coordinates
- Coordinating public utility locates
- Coordinating private utility locates where feasible to identify storm/irrigation systems outside the ROW
- Providing notice to adjoining property owners
- Establishing FEMA Base Flood Elevations
 - Overlay and refine the GIS definition as necessary using publicly available information. If differences emerge between GIS and field survey definition, refine elevation information via additional survey definition as a contingency task activity.
- Field tying:
 - Above ground located utilities and including pipe invert elevations, size, and material (e.g. sanitary, storm, water, gas, power, communications)
 - Hard surfaces (e.g. curb, sidewalk, pedestrian trails, concrete, asphalt, driveway drops, ramps, parking area outlines)
 - Road striping
 - Utility poles, light poles, and signs
 - Trees 6-inch diameter at breast height and greater

- Fences, walls, and significant landscaping
- Buildings, finish floors, down spouts
- Edge of water, mean high water elevation of ocean
- Bridge features, abutments, bents, coping
- Natural ground and break lines for 1-foot contours

Follow the requirements of the State of Oregon to notify landowners of survey activity and leave doorknockers upon completion of field work on private property.

Deliverables

- Existing Conditions Plan
- CAD files (Carlson Civil 2020 compatible software) to be provided to the County at the end of the project.

3.3 Pre-Construction Record of Survey

Prior to construction, prepare a Pre-Construction Record of Survey memorializing property corner monuments locations in the event they are destroyed by construction. File and furnish payment for the Record of Survey with Tillamook County Surveyor's Office.

Deliverables

- Pre-Construction Record-of-Survey

Task 4 – Public Involvement

The County will lead public outreach to inform property owners and the public of the overall project, the alternatives considered for the preferred concepts and their suggested alternative; and to consider public input/feedback as may impact the alternatives. Some project elements are new (such as the Jensen Property) and will require a greater degree of public engagement than other elements previously known to the community.

The County will serve as the point of contact for public inquiries, provide property owner and tenant information for properties in the project area, and issue informational mailings as needed, and initiate contact with local news media. If one-on-one interviews with property owners are warranted, County staff will conduct these and share relevant findings with the Consultant.

County staff will also plan, organize, advertise, and attend the in-person and virtual public events. To ensure the broadest possible participation, including part-time residents and property owners based outside the community, a virtual meeting opportunity will accompany in-person event(s).

4.1 Public Outreach Events

Prepare for and send up to two (2) Consultant team members to attend the following meetings:

- Three (3) Community Participation Organization (CPO) work sessions and/or regular meetings
- One (1) regular County Commission meeting

Prepare for and attend the following general public and property owner Open House meetings:

- Staffed/live virtual project introduction meeting, with target audience to include property owners fronting the project limits. Mail hard copy notifications to property owners bordering the project limits of the pending field survey activity on their land.
- Unstaffed virtual Open House held online
- In-person Open House at community center, nearby school or other (time and location to be arranged for by County)

Support the County as necessary to prepare for and conduct the Open House(s), and to present the design status, alternatives, project schedule, project impacts and to collect comments on the project.

Prepare up to five (5) exhibit boards for the Open House(s) depicting relevant design features, the project schedule, and the total project limits and impacts. Revise draft exhibits based on comments from the County to produce a final deliverable. Print and mount each exhibit as appropriate. Up to three (3) Consultant staff will attend the in-person Open House, which is assumed to last three (3) hours.

Deliverables

- Draft and Final Meeting Agendas
- Meeting minutes
- Open House comment log
- Draft and final exhibit boards
- Project notification mailers

4.2 Business Survey

Engaging downtown business operators, the school district, and property owners is a specific focus area for public involvement. There is an opportunity for parking and other planned improvements

to boost the downtown’s economic vitality, which is conditional upon business stakeholder participation.

Survey downtown businesses and property owners via mail or email questionnaire to learn more about their current operations and customers, constraints, and future plans. Explore project opportunities that may benefit downtown businesses with stakeholders, including development of the Jenson property.

Compile survey findings and outreach efforts into a summary memorandum. Schedule the survey so that findings inform Task 2.6.

Deliverables

- Draft and final business survey questionnaire
- Draft and final memorandum

4.3 Community Survey

Engaging community members and property owners provides opportunity for parking and other planned improvements to align with their values and expectations, which is conditional upon their participation.

Survey community members and property owners via email questionnaire to obtain their input on the concepts and alternatives considered for each of the eight (8) planning elements identified in the Project Introduction & Understanding.

Compile survey findings and outreach efforts into a summary memorandum. Schedule the survey so that findings inform Task 2.6.

Deliverables

- Draft and final community survey questionnaire
- Draft and final memorandum

Task 5 – Transportation Analysis

The transportation analysis will summarize existing transportation conditions along the study corridor and identify transportation issues or needs that may influence the alternatives analysis and concept plan. The study corridor includes Cape Kiwanda Drive from Circle Drive to Pacific Avenue, Sunset Drive south of Pacific Avenue, and Pacific Avenue from Sunset Drive to Brooten Road.

Conduct a field visit in the project area to identify the existing physical and operational characteristics of roadways within the project study area shown on Attachment ‘A’.

Review relevant background transportation studies conducted for the project study area, and various other planning studies or access reports prepared for in-process or approved development applications.

The County has previously conducted review of crash trends and the consultant does not need to conduct additional review of crash data in the study area.

Summarize existing pedestrian and bicycle facility treatment and gaps along the corridor. Conduct a level of traffic stress (LTS) evaluation for pedestrian and bicycle travel.

Evaluate existing traffic mobility along the corridor for one peak period (assumed to be midday summer weekend). Traffic mobility analysis will be conducted using existing traffic counts, where available. It is assumed that summer 2021 traffic counts will be conducted at study intersections and historical traffic data from a vendor will be applied to adjust for potential Covid-19 impacts. Traffic counts will be collected at up to 10 locations, and are assumed to include the following study intersections along the corridor:

- Cape Kiwanda Inn Access (identified potential future roundabout)
- Hungry Harbor Road
- Webb Park Road
- Alder Street
- Centerpoint Drive/Shore Pine Drive
- Neptune Drive
- Kiwanda Drive
- Pacific Avenue

Forecast 20-year traffic volumes using estimated growth factors based on County growth trends, US 101 growth projections, and other trend information provided by the County. These growth trends will be based on the existing transportation network and circulation.

Evaluate the 20-year projected forecast levels of service and queues at the study intersections during the selected analysis period. Confirm that the previously-identified traffic control measures and lane configurations at the study intersections will provide adequate performance through the 20-year projected design year.

Identify transportation needs and deficiencies for the 20-year forecasts along the corridor that would require future improvement. This analysis will be used to identify key transportation considerations for the concept planning charette (Task 2.3).

Conduct traffic forecasts to evaluate up to two transportation network alternatives resulting from the concept planning. Conduct a level of service and queuing analysis of projected 20-year peak hour conditions (for selected study period) to determine storage length needs at the project intersections.

Develop an estimate of 20-year projected average daily traffic volumes and assess the impact of phasing improvements over time in parallel with the programming process.

Prepare a traffic operations and transportation design report summarizing the analysis methodology and key findings and recommendations.

Assumptions

- Traffic tube count and peak period traffic count data for the current COVID environment may be required. If new traffic counts are collected, adjustments will be made to address potential COVID traffic/circulation impacts. A potential set of traffic data is assumed to complete this analysis:
 - Summer 2021 peak period traffic counts at up to 10 study intersections for one study period (assumed weekend midday peak hour). Approximate cost is \$3,200.
- The County obtained tube count data for previous studies and will furnish this data to the Consultant. The tube count will include hourly traffic volumes, vehicle classifications, and travel speeds.
- The County obtained peak period traffic counts for previous studies and will furnish this data to the Consultant. The peak traffic data will include pedestrian counts and truck percentages.

Deliverables

- Draft and Final traffic operations design report

Task 6 - Right-of-Way Services (Deferred)

Task 7 – Environmental Services and Permitting (Deferred)

Task 8 – Utility Coordination (Deferred)

Task 9 – Level I Hazardous Materials Corridor Study (Deferred)

Task 10 – Geotechnical and Pavement Design (Deferred)

Task 11 – Stormwater Management (Deferred)

Task 12 – 30% Design (Deferred)

Task 13 – 60% Design (Deferred)

Task 14 – 90% Design (Deferred)

Task 15 – Final Design (Deferred)

Task 16 – Bid and Award Support Services (Deferred)

Task 17 – Construction Contract Administration Services (Deferred)

Task 18 – Additional Work (Contingency Task)

Consultant shall perform additional unanticipated work needed to complete the project, as authorized in writing by County Project Manager. Services may include, but are not limited to, the following:

- Making changes and resolving problems related to change in condition.
- Perform tasks that may be required but are unknown at this time.
- Assisting the County with funding or programming analysis.

Deliverables and schedule will be determined when this task is authorized. Additional Work (Contingency) tasks require a written notice to proceed from the County Project Manager before any work may begin. The Consultant shall indicate on invoices the amount attributable to a Contingency deliverable, if any.

PACIFIC CITY/WOODS PARKING MANAGEMENT PLAN DESIGN PROJECT

PROPOSED FEE ESTIMATE

Staff Name	LABOR CLASSIFICATION (HOURS)								Labor	Subconsultants								Subconsultant Total with Markup	Expenses	Total	
	Construction Manager VIII	Professional Engineer IX	Professional Engineer VII	Professional Engineer III	Engineering Designer II	Technician IV	Administrative III	Hours		AKS	Alan Jones Architecture	B&W	Coyote Gardens	DKS	ESA	Parking NW	Rick Williams Consulting				Walker Macy
	\$227	\$212	\$191	\$157	\$143	\$155	\$110														
	Machan	McMurtrey	Conrad	Wiggins	Roberts																
Task 1 - Project Management																					
Task 1.1 - Overall Project Coordination	5	120					40	165	\$ 30,975		\$ 3,160	\$ 4,280	\$ 1,200	\$ 1,600	\$ 2,330	\$ 1,480	\$ 1,480	\$ 7,920	\$ 23,450	\$ -	\$ 54,425
Task 1.2 - Project Design Schedule		4			12			16	\$ 2,564										\$ -	\$ -	\$ 2,564
Task 1.3 - Invoicing and Progress Reports		5					10	15	\$ 2,160		\$ 1,225	\$ 1,130	\$ 525		\$ 1,060	\$ 370	\$ 925	\$ 774	\$ 6,009	\$ -	\$ 8,169
Task 1.4 - SOW Updates	2	32					2	36	\$ 7,458		\$ 250		\$ 150		\$ 320	\$ 370	\$ 185	\$ 250	\$ 1,525	\$ -	\$ 8,983
Task 1 Subtotal	7	161	0	0	12	0	52	232	\$ 43,157	\$ -	\$ 4,635	\$ 5,410	\$ 1,875	\$ 1,600	\$ 3,710	\$ 2,220	\$ 2,590	\$ 8,944	\$ 30,984	\$ -	\$ 74,141
Task 2 - Conceptual Design																					
Task 2.1 - Project Kick-off Meeting		16			2	2		20	\$ 3,988		\$ 2,078	\$ 1,072	\$ 632	\$ 878			\$ 5,310	\$ 9,970	\$ 79	\$ 14,037	
Task 2.2 - Concept Analysis	2	8			24			34	\$ 5,582		\$ 9,480		\$ 750			\$ 3,430	\$ 12,140	\$ 25,800	\$ -	\$ 31,382	
Task 2.3 - Concept Planning Charrette		20			2	2		24	\$ 4,836		\$ 5,398	\$ 2,472	\$ 1,532	\$ 2,467	\$ 2,554	\$ 818	\$ 1,558	\$ 7,810	\$ 24,609	\$ 79	\$ 29,524
Task 2.4 - Permit Research		4						4	\$ 848		\$ 2,820		\$ 1,115		\$ 5,960		\$ 500	\$ 10,395	\$ -	\$ 11,243	
Task 2.5 - Sand Management Analysis		4						4	\$ 848					\$ 19,644			\$ 500	\$ 20,144	\$ -	\$ 20,992	
Task 2.6 - Alternatives Analysis	2	40	48	96	96	24	4	310	\$ 51,062		\$ 9,480	\$ 1,072	\$ 3,632	\$ 3,290		\$ 8,020	\$ 24,740	\$ 50,234	\$ 79	\$ 101,375	
Task 2.7 - Preferred Concept Plan	2	40	16	32	32	12	4	138	\$ 23,890		\$ 4,978	\$ 1,072	\$ 2,132	\$ 2,647	\$ 2,554	\$ 818	\$ 7,548	\$ 11,820	\$ 33,569	\$ 79	\$ 57,538
Task 2 Subtotal	6	132	64	128	156	40	8	534	\$ 91,054	\$ -	\$ 34,234	\$ 5,688	\$ 9,793	\$ 9,282	\$ 30,712	\$ 1,636	\$ 20,556	\$ 62,820	\$ 174,721	\$ 316	\$ 266,091
Task 3 - Topographic Surveying and Boundary Survey																					
Task 3.1 - Concept Plan Mapping		1		1		1		3	\$ 524	\$ 25,298								\$ 25,298	\$ -	\$ 25,822	
Task 3.2 - Topographic Survey		2		4		1		7	\$ 1,207	\$ 145,177				\$ 460				\$ 145,637	\$ -	\$ 146,844	
Task 3.3 - Pre-Construction Record of Survey									\$ -	\$ 16,784								\$ 16,784	\$ -	\$ 16,784	
Task 3 Subtotal	0	3	0	5	0	2	0	10	\$ 1,731	\$ 187,259	\$ -	\$ -	\$ -	\$ -	\$ 460	\$ -	\$ -	\$ -	\$ 187,719	\$ -	\$ 189,450
Task 4 - Public Involvement																					
Task 4.1 - Public Outreach Events		16						16	\$ 3,392		\$ 21,348	\$ 1,897					\$ 8,300	\$ 31,545	\$ 157	\$ 35,094	
Task 4.2 - Business Survey		2						2	\$ 424		\$ 3,740						\$ 660	\$ 4,400	\$ -	\$ 4,824	
Task 4.3 - Community Survey		2						2	\$ 424		\$ 3,940						\$ 660	\$ 4,600	\$ -	\$ 5,024	
Task 4 Subtotal	0	20	0	0	0	0	0	20	\$ 4,240	\$ -	\$ 29,028	\$ 1,897	\$ -	\$ -	\$ -	\$ -	\$ 9,620	\$ 40,545	\$ 157	\$ 44,942	
Task 5 - Transportation Analysis																					
Task 5.1 - Transportation Analysis		16						16	\$ 3,392				\$ 45,402					\$ 45,402	\$ -	\$ 48,794	
Task 5 Subtotal	0	16	0	0	0	0	0	16	\$ 3,392	\$ -	\$ -	\$ -	\$ 45,402	\$ -	\$ -	\$ -	\$ -	\$ 45,402	\$ -	\$ 48,794	
Task 18 - Additional Work																					
Task 18.1 - Contingency Task								0	\$ -									\$ -	\$ 50,000	\$ 50,000	
Task 18 Subtotal	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000	
TOTAL - ALL TASKS	13	332	64	133	168	42	60	812	\$ 143,574	\$ 187,259	\$ 38,869	\$ 40,126	\$ 13,565	\$ 56,284	\$ 34,882	\$ 3,856	\$ 23,146	\$ 81,384	\$ 479,371	\$ 50,946	\$ 673,891

PROFESSIONAL SERVICES AGREEMENT
TILLAMOOK COUNTY AND MURRAYSMITH
PACIFIC CITY/WOODS PARKING MANAGEMENT PLAN DESIGN

STATUTORY PUBLIC
CONTRACT PROVISIONS

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 sub-contractor. If contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the contractor or a sub-contractor by any person in connection with the contract as such claim becomes due, the owner may pay such claim to the persons furnishing the labor or materials 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 contractor's surety from contractor's or its obligation with respect to any unpaid claim. If the owner is unable to determine the validity of any claim for labor or materials furnished, the owner 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.
2. Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such contractor or sub-contractor incurred in the performance of the contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from contractor or any sub-contractor in connection with the performance of the contract shall promptly be paid.
3. Contractor shall not permit any lien or claim to be filed or prosecuted against the owner on account of any labor or materials furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
4. Contractor and any sub-contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
5. If this contract involves lawn and landscape maintenance, contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost effective.
6. Contractor 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 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.

PROFESSIONAL SERVICES AGREEMENT
TILLAMOOK COUNTY AND MURRAYSMITH
PACIFIC CITY/WOODS PARKING MANAGEMENT PLAN DESIGN

7. Contractor shall employ no person for more than ten (10) hours in any one (1) day, or forty (40) in any one (1) week, except in cases of necessity, emergency or where public policy absolutely requires it.

Contractor's employees shall be paid at least time and one-half (1 and 1/2) for all overtime worked in excess of forty (40) hours in any one (1) week, except for individuals under Personal Services Contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC 201 to 209 from receiving overtime.

Persons employed by contractor shall receive at least time and one-half (1 and 1/2) pay for work performed on legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B) to (G) and for all time worked in excess of ten (10) hours in any one (1) day or in excess of forty (40) hours in any one (1) week, whichever is greater.

8. 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.
9. Contractor must give notice to employees, in writing, that they cannot be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of a law, rule, or regulation related to a Federal contract or grant.
10. All employers working under the contract are either subject employers who will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
11. The contract may be cancelled at the election of owner for any willful failure on the part of contractor to faithfully perform the contract according to its terms.