

TANGENT RURAL FIRE PROTECTION DISTRICT
Board of Directors Meeting
January 9, 2019 – 6:30 p.m.
AGENDA

6:30 p.m.

PRE-MEETING RECEPTION FOR NEW FIRE CHIEF LARRY WOOLDRIDGE
(Oath of Office Administered at Reception by Judge Jim Egan)

- I. CALL MEETING TO ORDER:** Chair Dunn.
- II. CITIZEN COMMENTS:**
- III. APPROVAL OF:**
 - A. Minutes - Regular Board Meeting – December 12, 2018.**
 - B. Financial Report – December 2018.**
- IV. STANDING REPORTS:**
 - A. Volunteers Association - Walters.**
 - B. Fire Chief – Vonasek for Wooldridge.**
 - C. Interim Training Officer – Hunt (written report).**
 - D. Staff Captain - Chapin.**
 - E. Activity Report (December) – Vonasek.**
- V. OLD BUSINESS:**
 - A. Seismic Grant Update – Approval of Final Contract w/Mackenzie – Casebolt.**
- VI. NEW BUSINESS:**
 - 1. Consideration of Resolution No. 2019-01 (Resolution to Change Registered Agent for TRFPD with Secretary of State’s Office).**
 - 2. Consideration of Resolution No. 2019-02 (Resolution to Change Authorized Signatures on Umpqua Bank Checking Account).**
 - 3. Oregon Pay Equity Law – Staff.**
 - 4. New Fire Chief’s Goals – Board and Chief Wooldridge.**
- VII. GOOD OF THE ORDER:** Next Regular Board Mtg. – February 13, 2019.
- VIII. ADJOURNMENT.**

MINUTES/FINANCIAL/STANDING REPORTS

**Board of Directors
Regular Board Meeting
Minutes – December 12, 2018**

Board Members Present: John Dunn, Paul Strombeck, Scott Richards, Bruce Riley, Chris Meyer
Staff Present: Incoming Chief Wooldridge; Interim Trng. Officer Hunt, Capt. Chapin, OA Duckworth
Others Present: Volunteer Assn. Pres. Walters, Grant Administrator Casebolt

Chair Dunn called the meeting to order at 7:00 p.m.

I. CITIZEN COMMENTS: None.

II. APPROVAL OF:

Minutes – Regular Meeting, November 14, 2018.

Action: Riley moved to approve the minutes as submitted; the motion was seconded by Richards and it passed unanimously (5-0).

Financial Report – November 2018 – Duckworth reported that as of today’s date, the District has received 96% of its expected property tax revenue for the fiscal year. Also, the first payment on our five-year loan for E-73 was made in November.

Action: Riley moved to approve the financial report as submitted. The motion was seconded by Meyer and it passed unanimously (5-0).

III. STANDING REPORTS:

Volunteers Association – Pres. Walters shared that the Assn. finally received the attestation report from the District’s auditors as to the status of the Assn.’s finances—all is good and all monies accounted for. Riley stated that while this did cost the Assn. some money, it was important to have it done. Our citizens do not differentiate between District funds and Assn. funds (although they are totally separate) and it would be the District who would be held accountable from negative news coverage should anything be amiss with Assn. funds.

The Assn. also recently held elections for 2019 officers. Results of elections: Brice Walters, President; Dave Jakeman, Vice President; Jake Mowery, Secretary.

Interim Fire Chief’s Report – (The following is the Chief’s written report; he was absent from the meeting.)

- **Monthly Activities:** November was an average month regarding calls, but December has started with a bang.

- **District/Station Maintenance:** Efforts are being made to start a few wintertime projects, one of which is cleaning and organizing the Warren Building.
- **Camp Fire, Butte County, California:** Engine 73 went down with the Linn County Task Force with Loel Trulove as engine operator and two personnel from Albany Fire to help with the Camp Fire which burned over 150,000 acres and destroyed a little over 18,000 structures. We have already paid Loel his wages. The District is waiting for the paperwork to come through from the OSFM office to submit our claim. What the exact dollar amount will be, we do not know yet.

Also, E-73 is going to get buffed out (it returned from the CA fire with numerous superficial scratches).

- **Water Resources:** The search continues for a replacement water storage tank for the Koos farm but trying to locate a 30,000-gallon tank locally is proving to be very difficult. I am starting to look at some other options such as placing a smaller tank or seeing if multiple tanks can be added to provide the 30K gallon capacity which ISO identifies as a “water district.”
- **Staffing Levels:** Most of the current recruits have finished or nearly finished their Firefighter Academy.
- **Volunteer Activities:**
 - **Christmas Dinner:** December 11 at the fire station.
 - **Annual Awards Banquet:** March 9, 2019, at the Central Valley Electrical School.
- **Apparatus Status:** All apparatus are currently in service with a few pending their annual maintenance during the winter months.

Interim Training Captain’s Report – (The following is the Training Captain’s written report and additional items/updates he brought to the Board’s attention at the meeting.

- Over the last two months we have been focusing on improving our basic firefighting skills. With 8 new volunteers it has been a great time to ensure they know how Tangent Fire does things, but it has also helped our current volunteers to revisit some of the skills that we don’t use very often.
- We have also reestablished our training committee consisting of Cary, Chuck, Jacob Mowery, Brice Walters, and myself to establish goals and benchmarks for Tangent Fire. Our firefighting goals are based primarily on recommendations made by the National Fire Protection Association (NFPA) for the base level of performance in response to various types of incidents. We will attempt to meet the recommendations to the greatest extent we can as a volunteer agency. Our goals for 2019 include:
 - improving our proficiency in establishing water supply at a fire scene (NFPA 1410).
 - improving our proficiency in entering a structure to locate and extinguish a fire (NFPA 1410).
 - improving our proficiency in performing an imminent rescue for a victim in immediate danger (NFPA 1410).
 - expanding our skills in the area of wildland response.
 - continuing to build upon our fire officer knowledge and skills.
 - maintaining our EMS and rescue response skills.

It should be noted that focusing on these goals also helps us to meet the training requirements of both DPSST and ISO.

- The training committee believes these are goals are both challenging and necessary to improve the operational safety of our people. I can tell you that the last 8 weeks has been very productive as we began laying the groundwork for achieving these goals. It is going to take ongoing focus and

determination by the training group to keep us on task for meeting these goals by the end of 2019, but we believe it is absolutely attainable with the hard-working and committed group of volunteers we currently have.

Staff Captain's Report – (The following is a combination of the Staff Captain's written report and additional items/updates he brought to the Board's attention at the meeting.)

- Fire inspections have been continuing with business owners. I have been working on Pre-Fire plans for TIP.
- Tangent Elementary has asked for some specific educational ideas for the classes. I am currently working on putting together some lesson plans. Next school lunch day will be December 7 at 11:30 am.
- I am continuing to help Chris with the training needs of the department.
- After E-73 got back from the CA conflagration, we sent it to the County Shops for its annual maintenance. Have also been working with Stutzman's on a water valve issue at one of our water tanks.
- I was able to meet with folks at the Oregon State Surplus to get us signed up; this will allow us to buy items at a discounted rate through their warehouse.
- Due to funding issues, Georgia-Pacific was not able to fund the AED's.

Activity Report – Total of 367 incident calls as of November 30—34 fewer than last year at this time.

IV. **OLD BUSINESS:**

Fire Chief Recruitment Update – Incoming Fire Chief Larry Wooldridge attended the Board meeting, and the Board shared with him that they would be outlining some 3-6 months' goals for him at the January Board meeting.

Action: All Board members are to submit suggestions for the Fire Chief's goals to Chair Dunn over the next week. The Chair will then summarize the ideas and present for discussion at the January meeting.

Seismic Grant - (written report by Casebolt)

We received three proposals by the November 21 deadline out of the five firms that attended the mandatory meeting. All three were very well done and professional appearing, and any one of the three would have been acceptable. The Evaluation Committee, consisting of myself, John Dunn, and Philomath Fire Chief Tom Miller, opened the three proposals and scored them using the criteria set forth in the RFP (scoring sheet is in the full agenda packet). The company that finished with the highest score was Mackenzie, and they were notified the next morning by a letter (also in your packet) attached to an email. The other two companies were cc'd that email. I did not hear from RSS, but Russell Kofford at WRK has contacted me and asked for a phone call to talk about the results. He stated that we will be well-served by Mackenzie, and he would just like feedback on what they could have done better regarding their proposal. I called him on December 6 to discuss it with him. I was also contacted that evening by Mackenzie, and they expressed their excitement at being

chosen for our project. The Board will be making the selection official at the December 12 Board meeting, so a final contract can be negotiated and signed by the end of the year. Starting early in January, assuming the contract is signed, Mackenzie will begin the process of engineering and architecture which they estimate will take about two months.

Casebolt attended the Board meeting and iterated the process in his written report. He then stated that this grant process is different from others. There are no \$ bids at this time; only the score sheets from the businesses who completed the RFP process. Once the Board awards the project to a company, negotiations will begin with them for an official contract with \$ amounts included. Mackenzie had the highest score from the Evaluation Committee, and they have much experience building and renovating fire stations.

Action: Based on the results from the RFP scoring process, Riley moved to award the Seismic Rehabilitation Design and Construction Oversight project to Mackenzie Architecture of Portland, Oregon, so that negotiations can begin for a final contract with costs included. Meyer seconded the motion and it passed unanimously (5-0).

V. **NEW BUSINESS:**

Consideration of Resolution No. 2018-13 (Appropriating Unanticipated Conflag Revenue) – The District recently received a revenue check from the Oregon State Police in the amount of \$9,808.88 for participation in the Garner Fire in August 2018 and wishes to appropriate the funds, as follows, through this resolution.

<u>Fund</u>	<u>Revenue Account</u>	<u>Amount</u>
General Fund	1012 State Conflag Income	\$9,808.88

<u>Fund</u>	<u>Appropriations</u>	<u>Amount</u>
General Fund	2050 State Conflag Wages	\$8,505.90
General Fund	2041 Soc. Sec./Med Expenses	\$ 650.70
General Fund	3071 PMS Checks/Repairs	\$ 652.28

Action: Meyer moved to approve Resolution No. 2018-13 as submitted. The motion was seconded by Richards and it passed unanimously (5-0).

Casebolt then reported that he is in contact with Air Exchange (the awarded bidder of the 2017 AFG Grant) about setting an appointment to come view the station and to set a date to begin work on the new bay exhaust system.

He also shared he was selected to participate in the current round of AFG grants (as an evaluator) and would be traveling to the National Fire Academy from January 6 to 11.

Consideration of New Personnel Policy (Outside Employment) – This policy is coming to the Board from their request at the November Board meeting. It establishes guidelines for employees who wish to engage in employment outside their regular paid position with Tangent Rural Fire District. The full policy was included as part of the agenda packet.

The Board felt the policy covered everything necessary.

Action: Meyer moved to approve the policy (Outside Employment) as submitted. The motion was seconded by Richards and it passed unanimously (5-0).

Discussion of Remuneration for TRFPD Grant Administrator – Upon his retirement, former Chief Casebolt agreed to continue as administrator for our Seismic Grant and 2017 AFG Grant (or any other grants the Board wishes him to apply for) until new Chief Wooldridge feels comfortable in his new position. While he agreed to volunteer his services in these endeavors, the Board felt it important that he be paid, at least modestly, for all the hours spent as administrator of these grants. The Board truly appreciates all Scott has done to keep these grants rolling along.

Casebolt has been keeping a running time sheet of hours spent on each grant (as previously requested by the Board) and how those hours were used. To this date, he has expended 26.25 hours on grant administration. A wage of \$25/hour was suggested as remuneration for Grant Administrator Scott Casebolt, and the entire Board felt this was reasonable.

Action: Meyer moved to set the wage for Grant Administrator Scott Casebolt at \$25/hour for each hour expended in the administration of the Seismic Grant and 2017 AFG Grant (or for any future grants the District may receive for which the Board asks him to apply on our behalf). The motion was seconded by Richards and it passed unanimously (5-0).

VI. GOOD OF THE ORDER:

Chair Dunn will be attending the SDAO Conference at Sun River during February.

New Chief Larry Wooldridge's oath of office and badge-pinning ceremony will occur on Wednesday, January 9, at 6:30 p.m. just prior to the Board meeting at 7:00 p.m. The public will be invited, notices will be sent to the D-H and Tangent Newsletter, and it was suggested that we ask Judge Jim Egan (former TRFPD Board member and current Oregon Appellate Court Judge) to deliver the oath of office—Strombeck will contact the Judge.

Chair Dunn adjourned the meeting at 7:51 p.m.

Minutes submitted by Karen Duckworth
Office Administrator

APPROVED BY:

John Dunn, Chair of the Board

Date

Tangent Rural Fire Protection District

12/28/2018 11:13 AM

Register: Umpqua Checking Account

From 12/27/2018 through 12/28/2018

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
12/27/2018		QuickBooks Payroll ...	-split-	Created by Pay...	11,958.00			36,677.91
12/28/2018	EFT	PERS	-split-	2553	4,214.68			32,463.23
12/28/2018	EFT	EFTPS	-split-	93-0585226	4,201.20			28,262.03
12/28/2018	EFT	Oregon Dept of Reve...	Payroll Liabilities	0294080-2	1,084.00			27,178.03
12/28/2018	13736	Burke, James D	-split-		460.69			26,717.34
12/28/2018	13737	Sonne, Steven W	-split-		545.83			26,171.51
12/28/2018	13738	SDIS	-split-		5,434.63			20,736.88
12/28/2018	13739	ALSCO	3000 · Materials & Ser...	LEUG1826440...	69.00			20,667.88
12/28/2018	13740	BoundTree Medical ...	3000 · Materials & Ser...	110521/#8305...	259.39			20,408.49
12/28/2018	13741	Comcast Business	3000 · Materials & Ser...	8778 10 602 03...	234.69			20,173.80
12/28/2018	13742	Department of Public...	3000 · Materials & Ser...	ARF72671 (Ch...	40.00			20,133.80
12/28/2018	13743	Brian Gash	3000 · Materials & Ser...	reimburse for d...	59.11			20,074.69
12/28/2018	13744	Pacific Power	3000 · Materials & Ser...	16109101-001 7	897.93			19,176.76
12/28/2018	13745	Xfinity	3000 · Materials & Ser...	8778 10 602 01...	166.23			19,010.53
12/28/2018	DD1164	Casebolt, Scott A.	-split-	Direct Deposit		X		19,010.53
12/28/2018	DD1165	Chapin, Charles A	-split-	Direct Deposit		X		19,010.53
12/28/2018	DD1166	Duckworth, Karen F	-split-	Direct Deposit		X		19,010.53
12/28/2018	DD1167	Hunt, Chris E.	-split-	Direct Deposit		X		19,010.53
12/28/2018	DD1168	Vonasek, Cary M	-split-	Direct Deposit		X		19,010.53

Tangent Rural Fire Protection District

12/14/2018 10:35 AM

Register: Umpqua Checking Account

From 12/14/2018 through 12/14/2018

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
12/14/2018	13722	Albany Democrat He...	3000 · Materials & Ser...	138-00017798 ...	419.00		65,532.88
12/14/2018	13723	Axis Electric	4000 · Capital Outlay:...	Inv. 17170 - G...	397.50		65,135.38
12/14/2018	13724	Benton County Publi...	3000 · Materials & Ser...	45-22779/45-2...	4,627.11		60,508.27
12/14/2018	13725	Bretthauer Oil Co	3000 · Materials & Ser...	Acct. 5361 CL...	985.36		59,522.91
12/14/2018	13726	Harden Psychologica...	3000 · Materials & Ser...	Wooldridge - P...	485.00		59,037.91
12/14/2018	13727	Linn County Sheriff	3000 · Materials & Ser...	2018-19 1st & ...	8,488.34		50,549.57
12/14/2018	13728	Oregon Fire Museum	3000 · Materials & Ser...	Annual Membe...	72.00		50,477.57
12/14/2018	13729	Samaritan Occupatio...	-split-	#2482(Wooldri...	1,701.00		48,776.57
12/14/2018	13730	Speer Hoyt LLC	3000 · Materials & Ser...	#49933/Seismi...	305.05		48,471.52
12/14/2018	13731	U. S. Bank Equipme...	3000 · Materials & Ser...	Inv. 37179146...	281.85		48,189.67
12/14/2018	13732	Willamette Water Te...	3000 · Materials & Ser...	0285711	8.00		48,181.67
12/14/2018	13733	N W Natural	3000 · Materials & Ser...	247388-2/2766...	325.72		47,855.95
12/14/2018	13734	Koontz, Perdue, Blas...	3000 · Materials & Ser...	(3rd Qtr. payro...	216.00		47,639.95

Tangent Rural Fire Protection District

12/11/2018 10:19 AM

Register: Umpqua Checking Account

From 12/11/2018 through 12/11/2018

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
12/11/2018	EFT	EFTPS	-split-	93-0585226	765.04 ✓		21,040.06
12/11/2018	13700	Bovinette, Taylor	-split-		69.67 ✓		20,970.39
12/11/2018	13701	Burke, James D	-split-		297.28 ✓		20,673.11
12/11/2018	13702	Burwell (volunteer), ...	-split-		92.91 ✓		20,580.20
12/11/2018	13703	Butler III, Glen	-split-		162.57 ✓		20,417.63
12/11/2018	13704	Gash, Brian J	-split-		55.74 ✓		20,361.89
12/11/2018	13705	Gill, Robert J	-split-		112.91 ✓		20,248.98
12/11/2018	13706	Jakeman, David L	-split-		413.41 ✓		19,835.57
12/11/2018	13707	Mowery, Jacob D	-split-		108.56 ✓		19,727.01
12/11/2018	13708	Nickell, Byron S	-split-		51.10 ✓		19,675.91
12/11/2018	13709	Pegg II, John C.	-split-		97.54 ✓		19,578.37
12/11/2018	13710	Pomme, Nicholas D.	-split-		69.67 ✓		19,508.70
12/11/2018	13711	Radke, Paul R.	-split-		429.89 ✓		19,078.81
12/11/2018	13712	Royer, Jacob E	-split-		348.37 ✓		18,730.44
12/11/2018	13713	Ryan, Daniel M	-split-		130.06 ✓		18,600.38
12/11/2018	13714	Samard, Michael A	-split-		297.28 ✓		18,303.10
12/11/2018	13715	Sonne, Steven W	-split-		329.81 ✓		17,973.29
12/11/2018	13716	Taylor, Daniel R	-split-		464.50 ✓		17,508.79
12/11/2018	13717	Trulove, Loel E	-split-		311.21 ✓		17,197.58
12/11/2018	13718	Vonasek, Rebecca J	-split-		88.25 ✓		17,109.33
12/11/2018	13719	Walters, Brice R	-split-		246.19 ✓		16,863.14
12/11/2018	13720	Weis, Dennis G	-split-		376.26 ✓		16,486.88
12/11/2018	13721	Debbie Cook	3000 Materials & Ser...	Final Pymt. -12...	535.00 ✓		15,951.88

Interim Chief's Report, January 2019

Hopefully, you all received the January Newsletter?

So this is my last staff report as Interim Chief. It has been a challenging and rewarding six months; however, I am happy to settle back into my old desk and begin moving back into my position of training program management. My goal for the next several weeks is to make myself available to Larry as much as possible and help bring him up to speed with the many programs and projects we currently have. During this time, we will still be utilizing Chris Hunt, but only for a limited number of hours.

Monthly Activities:

December was consistent enough to keep our run average for the year. ODOT and Linn Co. road departments have been spreading de-icer throughout the district, especially on bridges and critical intersections.

District/Station Maintenance:

Stutzman came in this past month and did some needed maintenance on the structure. We had some areas on the external walls that were showing signs of wear and tear that needed attention before the winter rains begin.

Water Resources

The search continues for a replacement water storage tank for Koos' farm, but trying to locate a 30,000-gallon tank locally is proving to be very difficult. I will be introducing Larry to the water resource program among other programs in the coming weeks.

Staffing Levels:

We have had a better response recently by volunteers, which, in turn, has consistently allowed for full engine crew response for calls.

Apparatus Status:

E-73 had had to be towed due to a hydraulic line failure on the transmission. It had to be taken to Springfield for repair as neither the county shops or any shop locally had the necessary computer to reprogram the transmission on the apparatus. It has been returned to service.

With the recent departure of Dennis Weis from the organization, we now have Brush-72 housed here in the Warren Building.

Currently, all apparatus are in service with a few pending their annual P/M.

VOLUNTEER ACTIVITIES

Annual Awards Banquet: March 9, 2019, at the Central Valley Electrical School auditorium.

Summer Picnic – TBA

Respectfully submitted,
Cary Vonasek
Interim Fire Chief

Training Officer's Report
JANUARY 2019
Chris Hunt – Interim Training Officer

December was a slow month for training. Due to the holidays we only had two days to train on fire and EMS skills. Even though actual training was limited, our training committee was busy finalizing the training plan for the next three months. This quarter will include two live fire opportunities – one for car fires and the other for structure fires. Everyone is excited for that.

Unfortunately, I will not be able to attend the board meeting in January, but I wanted to thank the board for the opportunity to fill in for Cary over the past 6 months. I really appreciate being part of the leadership team here at Tangent Fire and being part of the decision-making process. Tangent Fire is a great department.

Best Regards,

Chris

Staff Captain's Report
December 2018
(for January 2019 Agenda)

Fire inspections have been continuing with business owners. Pre-fire plans have been continuing as well. Thirteen smoke alarms have been installed into two homes so far; one home had two alarms, in which none were working. The other home had five alarms and two not working. I have been working with Ed from Udell Engineering on the new Oregon Powder Coating facilities that will be going in over by PAPE.

I have been working with the Resident Volunteers on training. All three of them are up to speed and responding on calls now.

We have been working on getting our engines into the shop for their yearly preventive maintenance. E-73 was in the shop for a week for a transmission fluid line issue. E-72 had a fuel pump leak, which was replaced; the yearly PM was started on this rig, but due to primer issues it will be going back in January to have it completed.

Due to our receiving the SDIS grant last year, we were declined the grant for 2018-2019.

**Tangent Rural Fire District
Activity Report**

Month of December 2018

Total Alarms 34

SUPPRESSION ACTIVITIES

Fire Responses by Type:

Structure Fire (smoke)	1
Flue Fire	0
Wildland Fire (conflag)	0
Field Fire (tree fire)	0
Vehicle Fire	0
Mutual Aid	1
Public Assist	0
False Alarm	3
Haz-Mat	2
Illegal Burn	0
Miscellaneous	3

Total No. of Fire Responses 10

Estimated Value of Property

Buildings & Contents	200,000
Vehicles & Contents	\$ 10,000
Other	\$ 0
	\$ 0

*Estimated Loss of Property
Involved in Fire:*

Buildings & Contents	13,000
Vehicles & Contents	\$ 500
Other	\$ 0
	\$ 0

Total Man-Hours for Fire Responses:
40.1 Hours

MEDICAL ACTIVITIES

Medical Responses by Type:

Trauma	0
Respiratory Distress	1
General Medical	8
Cardiac	0
Burns	0
Poison/Drug	1
Public Assist	2
M.V.C.	4
False Alarm	7
Mental Evaluation	0
Mutual Aid	1

Total No. of Medical Responses 24

Total Man-Hours for Medical Responses:

50.0 Hours

	Fire	Medical	Total	YTD Total	YTD 2017
JAN	4	21	25	25	22
FEB	5	15	20	45	50
MAR	7	26	33	78	72
APR	7	16	23	101	106
MAY	9	24	33	134	142
JUN	5	36	41	175	183
JUL	24	26	50	225	241
AUG	15	29	44	269	282
SEP	8	26	34	303	325
OCT	10	30	40	343	353
NOV	6	18	24	367	401
DEC	10	24	34	401-32	433

OLD BUSINESS

Board Grants Update
1/09/2019

Seismic Rehabilitation

I have been in contact with Mackenzie and have received the proposal from them. That proposal (attached as Exhibit A along with the contract) is included in your packets this month. I have had our attorney review both documents and she found them all to be in order. I recommend that we sign the contract as submitted. I am already working with Mackenzie to get the ball rolling as soon as the contract is signed.

*****HOURS SPENT: 4.0**

AFG (Exhaust evacuation system)

I am still working to set up an appointment with Air Exchange to start the process and anticipate having more information to share with you at the meeting on January 9.

*****HOURS SPENT: 0.25**

I am also working on the quarterly reports for both the AFG and Seismic grants and should have those submitted in the next few days.

The AFG grant evaluations have been canceled due to the current government shutdown and have been rescheduled for February 24 – March 1. So far, those dates don't conflict with anything on my busy social calendar, so I should be able to adjust to the new schedule.

Respectfully submitted,
Scott Casebolt

TANGENT RURAL FIRE PROTECTION DISTRICT ARCHITECTURAL/ENGINEERING SERVICES CONTRACT

This Contract is by and between the Tangent Rural Fire Protection District ("District") and Mackenzie ("Architect/Engineer") for the performance of architectural/engineering services for District.

A. RECITALS

District is in need of retaining the services of a qualified architect/engineer to design and provide project management services for the seismic retrofit of Station #71, located at 32053 Birdfoot Drive, Tangent, OR 97389 ("Project").

On December 12, 2018, the District awarded this Contract to Mackenzie, based upon its proposal dated November 21, 2018.

B. CONTRACT EXHIBITS

The following exhibits are hereby incorporated by reference into this Contract:

- Exhibit A – Scope of Work (Project Numbers 2180468.00 and 2180468.01)
- Exhibit B – Oregon Architect/Engineer Public Contracting Code Requirements
- Exhibit C – District's Request for Proposals for Architectural/Engineering Services

In the event of a conflict, the terms of this Agreement will govern, followed by Exhibits B, C then A, in that order of precedence.

C. CONTRACT

1. Term

This Contract shall commence upon execution and continue through final completion of Project, but no later than August 15, 2020.

2. Scope of Work

Architect/Engineer shall provide all services and deliver all materials as specified in the attached Exhibits, which are hereby incorporated into this Contract by this reference, and as may be described by future addenda to this Contract.

3. Compensation

3.1 Compensation. Architect/Engineer will be paid by District on a time and materials basis, for work actually completed and invoiced as described in this section. Architect/Engineer shall complete its scope of work as defined in Exhibit A for up to a total not to exceed amount, including reimbursable expenses, of \$124,500 (\$99,500 for Design and Engineering and \$25,000 for Project Management). This maximum contract amount shall function as a limit on District contract payments. Architect/Engineer will not be entitled to receive as payment from District the difference between amounts invoiced for work completed and the maximum Contract amount provided in this section, if any.

3.2 Invoices. Payments shall be based upon monthly invoices which Architect/Engineer shall submit to the District, detailing the previous months' fees, costs and percentage of the Project completed at that time. Upon request, Architect/Engineer will provide the District

representative with documents, records, and draft plans evidencing the progress made on the Project to date. Architect/Engineer shall send invoices to District's representative at District's address set forth in Section 5. In the event of non-payment due to a fee dispute between the parties, Architect/Engineer shall continue to provide Contract services to District.

- 3.3 Reimbursable Expenses. Reimbursable expenses shall be itemized and include expenses incurred in the interest of the Project for: 1) Long distance communications; 2) Reproductions, presentations and work session handouts or other materials; 3) Postage and handling of documents; and 4) Expense of overtime work requiring higher than regular rates, if authorized by District.

4. Contractor Is an Independent Contractor

Architect/Engineer shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under this Contract. While District reserves the right to set various schedules and evaluate the quality of Architect/Engineer's completed work, District cannot and will not control the means and manner of Architect/Engineer's performance. Architect/Engineer is responsible for determining the appropriate means and manner of performing work. Architect/Engineer is responsible for all federal and state taxes applicable to compensation and payment paid to Architect/Engineer under the Contract and will not have any amounts withheld by District to cover Architect/Engineer's tax obligations. Architect/Engineer is not eligible for any District fringe benefit plans.

5. Notices

All notices provided for hereunder shall be in writing and shall be deemed to be duly served on the date of delivery if delivered in person, when receipt of transmission is generated by the transmitting facsimile machine if delivered by facsimile transmission, on the day after deposit if delivered by overnight courier, or three days after deposit if delivered by placing in the U.S. mail, first-class, postage prepaid. Any notice delivered by facsimile transmission shall be followed by a hard copy. All notices shall be addressed as follows:

District: Scott Casebolt, Grant Administrator
Tangent Rural Fire Protection District
32053 Birdfoot Drive
Tangent, OR 97389
Phone: (541) 928-8722
Email: scasebolt@tangentfire.com

Architect/Engineer: Mackenzie
River East Center
1515 SE Water Ave., Suite 100
Portland, OR 97214

6. Indemnification

Architect/Engineer shall indemnify, hold harmless, and defend District and its representatives, officers, directors, and employees from any loss or claim made by third parties, including legal fees and costs of defending actions or suits resulting directly or indirectly from Architect/Engineer's negligent performance and/or fault of Architect/Engineer, its employees, representatives, or subcontractors. If the loss or claim is caused by the joint concurrent negligence or other fault of District and Architect/Engineer, the loss or claim shall be borne by each in proportion to the degree of negligence or other fault attributable to each.

Architect/Engineer shall defend District from claims covered under this section at Architect/Engineer's sole cost and expense until such time: (1) as an arbitration panel or a court

of competent jurisdiction determines that District is liable in whole or in part for the loss or claim caused by District's negligence; or (2) until District and Architect/Engineer mutually agree to allocate the liability.

Architect/Engineer's indemnification obligations under this Section 6 shall survive the expiration or earlier termination of this Contract.

7. Insurance Requirements

7.1 During the term of this Contract, Architect/Engineer shall maintain, at its own expense, the following types of insurance in the following amounts:

- a. Comprehensive general liability insurance on Insurance Services Office (ISO) occurrence form CG 00 01, including coverage for premises operations, independent contractors, protected products, completed operations, contractual liability, personal injury, and broad form for property damage (including coverage for explosion, collapse, and underground hazards):

\$2,000,000 – each occurrence (bodily injury)
\$4,000,000 – general aggregate
\$1,000,000 – property damage, contractual, etc.
\$2,000,000 – umbrella liability coverage

Coverage shall also include contractual liability coverage for the indemnity provided under this Contract. (Proof of coverage will be attached to this Contract).

- b. Workers' Compensation and employer's liability insurance per ORS Chapter 656. The employer's liability limit shall not be less than \$1,000,000 per occurrence. (Proof of coverage will be attached to this Contract).
- c. Errors and Omissions insurance covering Architect/Engineer's liability arising out of negligent acts, errors or omissions in its performance of work or services under this Contract. Such policy will have a combined single limit of not less than \$2,000,000 per each claim, incident or occurrence for the term of the Project. Such policy will be on a claims made basis and will have an extended claims reporting period of six (6) years after final completion. (Proof of coverage will be attached to this Contract).
- d. The limits required in this Section 7.1 may be met with a combination of underlying and umbrella coverage.

7.2 Except as required in 7.1(d) above, if any of the above required insurance is arranged on a "claims made" basis, "tail" coverage will be required at final completion or termination of this Contract for a duration of two (2) years.

7.3 Policies shall provide that District, its Board, officers, representatives, employees, and agents will be included as an additional insured with respect to the coverages required in Section 7.1(a) and a waiver of subrogation against them shall be obtained for all coverages.

7.4 All coverages under Section 7.1 shall be primary over any insurance District may carry on its own.

7.5 District shall be solely responsible for any loss, damage or destruction to its own property, equipment, and materials used in conjunction with the work or services under this Contract if the loss, damage or destruction is due to the District's negligence or fault.

- 7.6 All policies of insurance shall be issued by good, responsible companies with a rating acceptable to the District and that are qualified to do business in the State of Oregon.
- 7.7 Architect/Engineer shall furnish District with certificates of insurance evidencing all required coverages prior to commencing any work or services under this Contract. If requested by District, Architect/Engineer shall furnish District with executed copies of such policies of insurance. Architect/Engineer shall furnish District with at least 30 days' written notice of cancellation of, or any modification to, the required insurance coverages. Failure to maintain any required insurance coverages in the minimum required amounts shall constitute a material breach of this Contract and shall be grounds for immediate termination of this Contract.

8. Workers' Compensation

- 8.1 Architect/Engineer, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers.
- 8.2 Architect/Engineer warrants that all persons engaged in Contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Architect/Engineer shall indemnify District for any liability incurred by District as a result of Architect/Engineer's breach of the warranty under this paragraph.

9. Hours of Employment

Architect/Engineer shall comply with all applicable state and federal laws regarding employment.

10. Assignment

Architect/Engineer may not assign any of its responsibilities under this Contract without District's prior written consent, which consent may be withheld in District's sole discretion. Architect/Engineer may not subcontract for performance of any of its responsibilities under this Contract without District's prior written consent, which consent shall not be unreasonably withheld. Architect/Engineer's assigning or subcontracting of any of its responsibilities under the Contract without District's consent shall constitute a material breach of this Contract. Regardless of any assignment or subcontract, Architect/Engineer shall remain liable for all of its obligations under this Contract.

11. Labor and Material

Architect/Engineer shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of all Contract work, all at no cost to District other than the compensation provided in this Contract.

12. Ownership of Work and Documents

All work performed by Architect/Engineer and compensated by District pursuant to this Contract shall be the property of District upon full compensation for that work performed or document produced to Architect/Engineer, and it is agreed by the parties that such documents are works made for hire. Architect/Engineer hereby conveys, transfers and grants to District all rights of reproduction and the copyright to all such documents. However, in the event District reuses or modifies any materials furnished to District by Architect/Engineer, without Architect/Engineer's involvement or consent, then Architect/Engineer shall not be responsible for the materials.

13. Termination for Convenience

This Contract may be terminated by mutual consent of the parties upon written notice. In addition, District may terminate all or part of this Contract upon determining that termination is in the best interest of District by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against Architect/Engineer. Upon termination under this paragraph, Architect/Engineer shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) District has against Architect/Engineer. Pursuant to this paragraph, Architect/Engineer shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by Architect/Engineer. District shall not be liable for any costs invoiced later than thirty (30) days after termination unless Architect/Engineer can show good cause beyond its control for the delay.

14. Termination for Cause

District may terminate this Contract effective upon delivery of written notice to Architect/Engineer, or at such later date as may be established by District, under any of the following conditions:

- 14.1 If District funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.
- 14.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
- 14.3 If any license or certificate required by law or regulation to be held by Architect/Engineer to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

15. Termination for Default

If the District fails to perform in the manner called for in this Contract or if the District fails to comply with any other provisions of the Contract, the Architect/Engineer may terminate this Contract for default after giving the District the notice and opportunity to cure required by this paragraph. Prior to termination for default, Architect/Engineer must give the District written notice of the breach and of the Architect/Engineer's intent to terminate. If District has not entirely cured the breach within fifteen (15) days of the date of the notice, then Architect/Engineer may terminate the Contract at any time thereafter by giving a written notice of termination.

If Architect/Engineer fails to perform in the manner called for in this Contract or if Architect/Engineer fails to comply with any other provisions of the Contract, District may terminate this Contract for default. Termination shall be effected by serving a notice of termination on Architect/Engineer setting forth the manner in which Architect/Engineer is in default. Architect/Engineer shall be paid the Contract price only for services performed in accordance with the manner of performance as set forth in this Contract.

16. Remedies

In the event of breach of this Contract the parties shall have the following remedies:

- 16.1 If terminated under paragraph 15 by District due to a breach by Architect/Engineer, District may complete the work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Architect/Engineer shall pay to District the amount of the reasonable excess.
- 16.2 In addition to the above remedies for a breach by Architect/Engineer, District also shall be entitled to any other equitable and legal remedies that are available.
- 16.3 If District breaches this Contract, Architect/Engineer's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Architect/Engineer is entitled.
- 16.4 District shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.
- 16.5 Upon receiving a notice of termination, and except as otherwise directed in writing by District, Architect/Engineer shall immediately cease all activities related to the services and work under this Contract. As directed by District, Architect/Engineer shall, upon termination, deliver to District all then existing work product that, if the Contract had been completed, would be required to be delivered to District.

17. Nondiscrimination

During the term of this Contract, Architect/Engineer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

18. Governing Law; Jurisdiction; Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between District and Architect/Engineer that arises from or relates to this Contract which results in litigation shall be brought and conducted solely and exclusively within the Circuit Court of Linn County for the State of Oregon; provided, however, if a 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. ARCHITECT/ENGINEER BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing herein shall be construed as a waiver of District's protections under the Oregon Tort Claims Act.

19. Compliance with Laws and Regulations

Architect/Engineer shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the services under this Contract. Without limiting the generality of the foregoing, Architect/Engineer expressly agrees to comply with: (i) ORS 659.425; (ii) all regulations and administrative rules established pursuant to the foregoing laws; and (iii) District's performance under this Contract is conditioned upon Architect/Engineer's compliance with all applicable provisions of the Oregon Public Contracting Code, as more particularly set forth in Exhibit B and incorporated herein by this reference. Architect/Engineer, its subconsultants, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires them to provide Oregon workers' compensation coverage that

satisfies Oregon law for all their subject workers. Architect/Engineer shall adhere to all safety standards and regulations established by District for work performed on its premises or under its auspices.

20. Experience, Capabilities and Resources

By execution of this Contract, Architect agrees that:

- 20.1 Architect/Engineer is an experienced architectural firm having the skill, legal capacity, and professional ability necessary to perform all the services required under this Contract and to design or administer any work within the scope and complexity contemplated by this Contract.
- 20.2 Architect/Engineer has the capabilities and resources necessary to perform the obligations of this Contract.
- 20.3 Architect/Engineer is familiar with all current laws, rules, and regulations which are applicable to the design and construction of work which may fall within the scope of this Contract, and that all drawings, specifications, and other documents prepared by Architect/Engineer shall be prepared in accordance with the standard of care of other professionals performing similar services under similar conditions and in an effort to accurately reflect and incorporate all such laws, rules, and regulations.

21. Drawings, Specifications and Other Documents

Architect/Engineer hereby agrees that it will, in a manner consistent with its standard of care defined above in Section 20, prepare all drawings, specifications, and other documents pursuant to this Contract so that they are complete and that any project, if constructed in accordance with the intent established by such drawings, specifications, and other documents, shall be structurally sound and a complete and properly functioning facility.

22. Errors and Omissions

Architect/Engineer shall be responsible for correcting any errors or omissions in the drawings, specifications, and/or other documents which deviate from the standard of care set forth in Section 21. Architect/Engineer shall correct at no additional cost to District any and all such errors and omissions in the drawings, specifications, and other documents prepared by Architect/Engineer or its subconsultants. Architect/Engineer further agrees to assist District in resolving problems relating to any project designs or specified materials. Architect's warranties and obligations under Sections 20-22 of this Contract shall survive the expiration or earlier termination of this Contract.

23. Contract Performance

Architect/Engineer shall at all times carry on the services diligently, without delay and punctually fulfill all requirements herein. Architect/Engineer shall not be liable for delays that are beyond Architect/Engineer's control. Contract expiration shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any breach of Architect/Engineer's warranties or a default or defect in performance by Architect/Engineer that has not been cured. Architect/Engineer agrees that time is of the essence under this Contract.

24. Access to Records

For not less than five (5) years after the Contract expiration and for the purpose of making audit, examination, excerpts, and transcripts, District, and its duly authorized representatives shall have access to Architect/Engineer's books, documents, papers, and records that are pertinent to this Contract. If, for any reason, any part of this Contract, or any resulting construction contract(s) is

involved in litigation, Architect/Engineer shall retain all pertinent records for not less than five (5) years or until all litigation is resolved, whichever is longer. Architect/Engineer shall provide full access to these records to District, and its duly authorized representatives in preparation for and during litigation.

25. Representations and Warranties

25.1 Architect/Engineer represents and warrants to District that:

25.1.1 Architect/Engineer has the power and authority to enter into and perform this Contract;

25.1.2 When executed and delivered, this Contract shall be a valid and binding obligation of Architect/Engineer enforceable in accordance with its terms;

25.1.3 Architect/Engineer shall, at all times during the term of this Contract, be duly licensed to perform the services, and if there is no licensing requirement for the profession or services, be duly qualified and competent; and

25.1.4 The services under this Contract shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions.

25.2 The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

26. District Obligations

26.1 District shall provide full information in a timely manner regarding requirements for and limitations on projects and work tasks. With regard to subcontractor liens, District shall furnish to Architect/Engineer, within fifteen (15) days after receipt of a written request, information necessary and relevant for Architect/Engineer to evaluate, give notice of, or enforce lien.

26.2 District shall establish and update, if necessary, overall project budgets, including Architecture/Engineering and construction costs.

26.3 District shall furnish the services of consultants, including geotechnical architects/engineers, when such services are requested by Architect/Engineer, reasonably required by the scope of a project, and agreed to by District.

26.4 District shall furnish all testing as required by law or the Contract documents.

26.5 District shall furnish all legal accounting, auditing and insurance services as necessary for projects to meet the District's needs and interests, after Architect/Engineer has performed requisite project management and oversight duties.

26.6 District shall provide prompt written notice to Architect/Engineer if District becomes aware of any fault or defect in a project, including any errors, omissions or inconsistencies in Architect/Engineer's design or performance under the Contract.

26.7 District shall pay Architect/Engineer in accordance with paragraph 3 and Exhibit C of this Contract, upon receipt of Architect/Engineer's submission of monthly invoices, and satisfactory progress and performance made in accordance with the scope of work. Payments shall reflect work completed, or progress made on a project to date, on a pro rata basis.

- 26.8 District shall report the total amount of all payments to Architect/Engineer, including any expenses, in accordance with federal Internal Revenue Service and State of Oregon Department of Revenue regulations.
- 26.9 District shall guarantee access to, and make all provisions for Architect/Engineer to enter upon public and private property necessary for performance of the Scope of Work over which District exercises control.
- 26.10 Extra work or work on contingency tasks is not permitted unless authorized by the District in writing. Failure of Architect/Engineer to secure written authorization for extra work shall constitute a waiver of all rights to an adjustment in the Contract price or Contract time.

27. Arbitration

- 27.1 All claims, disputes, and other matters in question between the District and Architect/Engineer arising out of, or relating to this Contract, including rescission, reformation, enforcement, or the breach thereof except for claims which may have been waived by the making or acceptance of final payment, may be decided by binding arbitration in District's sole discretion, in accordance with Uniform Oregon Arbitration Act ORS 36.600 et seq. and any additional rules mutually agreed to by both parties. If the parties cannot agree on rules within ten (10) days after the notice of demand, the presiding judge of the Linn County Circuit Court will establish rules to govern the arbitration. The District shall have the sole discretion as to whether or not dispute will be decided by arbitration rather than through the court process.
- 27.2 A claim by Architect/Engineer arising out of, or relating to this Contract must be made in writing and delivered to the Fire Chief not less than 30 days after the date of the occurrence giving rise to the claim. Failure to file a claim with the Fire Chief within 30 days of the date of the occurrence that gave rise to the claim shall constitute a waiver of the claim. A claim filed with the Fire Chief will be considered by the Board at the Board's next regularly scheduled meeting. At that meeting the Board will render a written decision approving or denying the claim. If the claim is denied by the Board, the Architect/Engineer may file a written request for arbitration with the Fire Chief. No demand for arbitration shall be effective until the Board has rendered a written decision denying the underlying claim. No demand for arbitration shall be made later than thirty (30) days after the date on which the Board has rendered a written decision on the underlying claim. The failure to demand arbitration within said 30 days shall result in the Board's decision being binding upon the District and Architect/Engineer.
- 27.3 Notice of demand for arbitration shall be filed in writing with the other party to the Contract. The demand for arbitration shall be made within the 30-day period specified above. The District, if not the party demanding arbitration, has the option of allowing the matter to proceed with binding arbitration or by written notice within five (5) days after receipt of a demand for arbitration, to reject arbitration and require the Architect/Engineer to proceed through the courts for relief. If arbitration is allowed, the parties agree that the award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and the award will not be subject to modifications or appeal except to the extent permitted by Oregon law.

28. Joinder

Notwithstanding any contrary language in other documents or agreements related to services provided by Architect pursuant to this Contract, including contracts for construction services, either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact arising out of or related to this Contract and whose presence is required if complete relief is to be accorded. This paragraph applies to any and all claims,

disputes, and other matters arising out of, or relating to this Contract, including but not limited those claims, disputes, and other matters subject to litigation or arbitration.

29. Attorney Fees

If any suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this Contract, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the applicable costs and disbursements. Further, if it becomes necessary for District to retain the services of an attorney to enforce any provision of this Contract without initiating litigation, Architect/Engineer agrees to pay District's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by the losing party.

30. Successors and Assigns; Subcontractors and Assignments

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

31. Limitation of Liabilities

District shall not be liable for (i) any indirect, incidental, consequential, or special damages under the Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. Architect/Engineer shall not be liable for any consequential damages under this Contract.

32. Foreign Contractor

If Architect/Engineer is not domiciled in or registered to do business in the State of Oregon, Architect/Engineer shall promptly provide to the Oregon Department of Revenue and the Corporations Division of the Oregon Secretary of State all information required by those agencies relative to this Contract. Architect/Engineer shall demonstrate its legal capacity to perform the work under this Contract in the State of Oregon prior to entering into this Contract.

33. Confidentiality

Architect/Engineer shall maintain the confidentiality of any of District's information that has been marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public, or prevent Architect/Engineer from establishing a claim or defense in an adjudicatory proceeding. Architect/Engineer shall require similar agreements from District's and/or Architect/Engineer's subconsultants to maintain the confidentiality of information of District.

34. Force Majeure

Architect/Engineer shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.

35. Waivers

No waiver by District of any provision of this Contract shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Architect/Engineer of the same or any other provision. District's consent to or approval of any act by Architect/Engineer requiring District's consent or approval shall not be deemed to render unnecessary the obtaining of District's

consent to or approval of any subsequent act by Architect/Engineer, whether or not similar to the act so consented to or approved.

36. Severability

Any provision of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

37. Headings

The captions contained in this Contract are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

38. Integration and Modification

This Contract, including the attached exhibits referenced in Section B, contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral discussions or agreements regarding the matters addressed by this Contract. Any modifications or amendments to this Contract will only be effective when made in writing and signed by authorized parties for each party to this Contract.

39. Authority

The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to enter into this Contract.

40. Certificate of Compliance with Oregon Tax Laws

By executing this Contract, Architect/Engineer certifies under penalty of perjury that Architect/Engineer is, to the best of Architect/Engineer's knowledge, not in violation of any Oregon tax laws described in ORS 305.385(6) and (7).

TANGENT RURAL FIRE PROTECTION DISTRICT

MACKENZIE

By: _____
Scott Casebolt, Grant Administrator

By: _____
Authorized Signature

Title: _____

Date: _____

Date: _____

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Exhibit A

Attach Mackenzie Scope of Work and Fees for Project Numbers 2180468.00 and 2180468.01, and associated Attachment A

Exhibit B

Oregon Public Contracting Requirements

PUBLIC CONTRACTING CODE REQUIREMENTS For ORS 279C Personal Service Contract

1. Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the Work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
2. Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from Contractor or any Subcontractor 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 District on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
4. Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
5. Contractor shall employ no person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, Contractor shall pay the employee at least time and one-half pay for: 1) all overtime in 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater, except for individuals under personal service contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime; or 2) work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B) to (G).
6. Pursuant to ORS 279C.520(2), 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.
7. Contractor shall ensure Owner's compliance with all applicable provisions of ORS 279C.527 and OAR Chapter 330 Division 135 regarding green energy technology requirements for new or major renovations of public buildings costing over \$1,000,000.
8. Pursuant to ORS 279C.530(2), all employers, including Contractor, that employ subject workers who work under this contract shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.
9. All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
10. The Contract may be canceled at the election of District for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.

11. Contractor certifies that it has not discriminated against minorities, women or emerging small business enterprises or a business enterprise that is controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontractors.
12. Contractor certifies its compliance with the Oregon tax laws, in accordance with ORS 305.385.
13. In the performance of this Contract, the Contractor shall use, to the maximum extent economically feasible, recycled paper, materials, and supplies, and shall compost or mulch yard waste material at an approved site, if feasible and cost effective.
14. Pursuant to District's Public Contracting Rule 137-049-0880, the District may, at reasonable times and places, have access to and an opportunity to inspect, examine, copy, and audit the records relating to the Contract.

Exhibit C

District's Request for Proposals for Architectural/Engineering Services

MACKENZIE

DESIGN DRIVEN | CLIENT FOCUSED

December 20, 2018

Tangent Fire District
Attention: Scott Casebolt
32053 Birdfoot Drive
Tangent, OR 97389

Re: **Tangent Fire Seismic Upgrade**
Project Number: 2180468.00

Dear Scott:

Thank you so much for selecting Mackenzie to move forward with Tangent Fire District to upgrade your station. Improving the safety of projects such as Tangent Fire is especially exciting for our team. Mackenzie appreciates this opportunity, and we are pleased to present to the Tangent Fire District the following scope of services and fee proposal.

Mackenzie's integrated team of design professionals will provide architectural, interior design and structural engineering services for the above project. In addition, Mackenzie will retain Interface Engineering as a Mechanical/Electrical/Plumbing (MEP) consultant to complete the team; see attached proposal from our consultant (Attachment A).

As noted in the RFP response, Mackenzie's design team will consist of the following design professionals:

- Josh McDowell, Principal in Charge
- Angeline McFadden, Project Manager
- David Linton, Structural Engineer
- Cathy Bowman, Architect
- Kim Doyle, Interior Design

Our Basis of Design along with our detailed scope of services by phase is as follows:

BASIS OF DESIGN

The following describes in detail the Basis of Design for this proposal.

- The goal of this project is to upgrade Tangent Fire Station 71 to an Immediate Occupancy Building Performance level in the case of a seismic event. The seismic upgrade is being funded by the state grant. The grant is based on a seismic assessment report completed by ZCS Engineering in January 2018. To meet the Immediate Occupancy Building performance goal of the building, Mackenzie will utilize a tier 2 analysis under the ASCE 41-13 Evaluation and Retrofit of Existing Buildings. Architectural and interior design scope is limited to addressing changes specifically related to seismic upgrade work and necessary code required improvements.
- The Owner will supply any as-built drawings.
- It is our understanding that the project will be under a Construction Manager/General Contractor (CM/GC) process. The CM/GC will be responsible for construction cost estimates throughout the design of the project.



P 503.224.9560 ▪ F 503.228.1285 ▪ W MCKNZE.COM ▪ RiverEast Center, 1515 SE Water Avenue, #100, Portland, OR 97214
ARCHITECTURE ▪ INTERIORS ▪ STRUCTURAL ENGINEERING ▪ CIVIL ENGINEERING ▪ LAND USE PLANNING ▪ TRANSPORTATION PLANNING ▪ LANDSCAPE ARCHITECTURE
Portland, Oregon ▪ Vancouver, Washington ▪ Seattle, Washington

SCOPE OF SERVICES

The scope of services for each of our in-house disciplines by phase of the project are outlined below. The scope of services for each out-of-house consultant is defined in their firm's proposal attached at the end of this document.

Design Development

Time Duration: 8 to 10 weeks

Provide Design Development documents based on a review of ZCS Engineering's report and a Kick Off meeting with the Owner. Design documents shall illustrate and describe the design of the project, establish the scope, relationships, forms, size, and appearance of the project by means of plans, sections, elevations and typical construction/finish details.

Design Development shall include:

- Review and validate ZCS Engineering seismic assessment report. Coordinate the results with Program Manager and Owner.
- Issue design development drawings and specifications for Client review and CM/GC pricing.
- Meet at Station with Client and CM/GC to review documents and budget.
- Obtain written approval from client to proceed with construction documents.

Construction Documents

Time Duration: 8 to 10 weeks

Provide Construction Documents based on the approved Design Development documents. The Construction Documents shall set forth in detail the requirements for construction of the project.

- Update and finalize structural analysis and incorporate into construction documents.
- Update and finalize building code analysis and incorporate into construction documents.
- Finalize technical specifications.
- Prepare construction documents consisting of drawings and specifications:
 - Architectural floor and roof plans, reflected ceiling plan, finish plans, elevations, wall sections, and details.
 - Structural foundation and framing plans, and details.
 - MEP design-build specifications.
- Issue 90% construction documents for Client to review and CM/GC pricing.
- Meet at Station with Client and Contractor to review 90% construction documents.
- Obtain written approval from Client to submit for building permit.
- Continue to develop and refine documents based on review of 90% construction document set.
- Obtain written approval from Client to submit 100% construction documents for subcontractor bidding.

Permitting

Time Duration: 6 to 8 weeks

Mackenzie's involvement in Permitting of the project includes submitting for and resolving (to the extent defined below) plan review by the Authority Having Jurisdiction (AHJ) which includes the following permits and respective plan review correction notices from AHJ:

- Building Permit
 - Building Plan Review
 - Fire/Life Safety Plan Review



- Obtain and complete application form(s) and prepare Construction Documents submittal package(s) for permit listed above and submit to AHJ for each.
- Respond once in writing and provide corresponding Construction Document (drawings, specifications, calculations, etc.) update. Resubmit for approval for each included plan review correction notice listed above once.
- Monitor and track status of included permit listed above on a weekly basis for up to 10 weeks.
- Notify Client of approval of listed permit when confirmed by AHJ.
- These permits will be obtained by the Contractor:
 - Demolition Permit
 - Mechanical Permit
 - Electrical Permit
 - Plumbing Permit

Construction Contract Administration

Time Duration: 6 to 8 months

Mackenzie will provide administration of the construction contract between the Client and the General Contractor as follows:

- Mackenzie will attend pre-construction meeting at the Station.
- Review and act on properly prepared specified submittals.
- Provide in-office support to assist with normal Construction Contract Administration duties for items such as phone calls and requests for additional information (RFIs) for clarification to Contract Documents prepared by Mackenzie and our consultants as follows:
 - Architect for up to 2 hours a week for 32 weeks.
 - Structural engineer for up to 4 hours a week for 32 weeks.
- Conduct job site visits to observe the work in progress and prepare written field observation report(s) as follows:
 - Architect to attend up to 1 job site visit.
 - Structural engineer to attend up to 3 job site visits to observe foundations, shear walls and roof framing/sheathing.
- Mackenzie will keep a project log for items such as addenda, substitution requests, RFIs, submittals, COPs, and change orders.
- Mackenzie will conduct a punch list site visit to observe the substantially complete work-in-progress, prepare written punch list report, prepare and issue a Certificate of Substantial Completion.
- Mackenzie will conduct a punch list verification site visit to observe the completed work and provide written punch list confirmation Report.
- Mackenzie to prepare and issue a final summary letter based that the Owner can submit to the state grant board.



FEE SUMMARY

Our lump sum fees for the disciplines and related design services described above are as follows:

Design Development	\$32,000
Construction Documents	\$30,000
Permitting	\$6,040
Construction Contract Administration	\$20,050
<u>MEP Consultant Fee</u>	<u>\$8,910</u>
Total	\$97,000

Reimbursable expenses (printing, copying deliveries, ride share vehicles, application-based transportation, mileage, etc.) are not included in the fee outlined above and will be invoiced at 1.1 times cost. Reimbursables are estimated to be \$2,500 and will not be exceeded without the Client's approval.

ASSUMPTIONS

Please review and notify Mackenzie if Client believes that any of the Assumptions listed here are either inaccurate or unreasonable prior to project commencement. Please also notify Mackenzie if any additional clarity is needed for the Client to fully understand these Assumptions. In addition to the scope of services outlined above, we have assumed the following:

1. Client will provide current hard copy files of existing building(s), land survey (ALTA/Boundary/Topographic) including legal description, wetlands delineation, geotechnical report, environmental report, any other reports and/or surveys that are available, and other studies and/or reports as may be necessary for completion of the project.
2. The Client will not be pursuing sustainability certification for the project.
3. The Client will approve the documents at the conclusion of each phase prior to proceeding with the next phase. Redesign efforts after prior Client approvals, including but not limited to Client-driven design modifications, value engineering, cost reduction alternatives to the approved design, or other such changes, will be provided as an additional service, with scope, schedule, and fees to be evaluated on a case-by-case basis.
4. Client is responsible for all fees paid to public bodies having jurisdiction over the project.
5. Client's General Contractor will provide mechanical, plumbing, electrical (including site lighting photometrics if required), fire suppression/fire alarm systems, and landscape irrigation on a design-build basis. The Client's General Contractor and design-build trades will provide timely information and coordination with Mackenzie and our consultants as needed to maintain the project schedule and development of the design. We have included typical levels of coordination during each phase.



6. Mackenzie Scope of Service and fees are based on project phases running in sequential order without delay, pause or project being put on hold for any reason between phases.
7. Mackenzie is assuming all meetings to be done via teleconference except the following on-site meetings:
 - A. One site verification meeting (architect and structural design professionals to attend)
 - B. One Design Development meeting (architect or structural design professionals to attend)
 - C. One Construction Documents meeting (architect or structural design professionals to attend)
 - D. Maximum four construction site visits to be coordinated with regular meetings
8. Both on and off-site land use entitlements processes, such as Design Review, and related services, such as meetings with Authorities Having Jurisdiction (AHJ), neighborhood/community meetings, public hearings, and other related processes, are assumed to have been completed prior, or have been determined to not be required, and therefore are not included within the scope of this proposal.
9. Building/Site Renovation: Mackenzie will work with the Client to align on the Client's program for the Project, including goals and objectives, and will develop the design in accordance with applicable codes and laws, subject to and in accordance with the applicable standard of care. Client acknowledges that Projects involving remodels of existing sites/buildings (compared to new construction) create more uncertainty and subjectivity as to code and law interpretation and increases the chance that applicable agencies will have differing interpretations that might require redesign services. Such agency interpretations may not be made known until the Construction Documents and/or Plan Check phase of the Project. Accordingly, Client acknowledges and agrees that Mackenzie expressly excludes any services necessary to address these types of differing code and law interpretation issues from Mackenzie's scope of services, and that such services (including any necessary redesign services) will, upon Client's approval, be performed by Mackenzie as an additional service.
10. Conditions not depicted on available existing building documents, provided by the Client, or readily visible on project walkthroughs are excluded. Such impacts will be evaluated at the time of discovery and addressed via additional services as necessary.
11. Mackenzie will rely on Client-provided existing facilities information for project, including but not limited to type of construction, building area, occupancy classification and other such parameters affecting Design, Construction Documents, and Permitting.
12. Square footage calculations will be provided as required to confirm compliance with building and zoning code requirements only. Calculations of gross, net, and rentable square footages are not included.
13. Mackenzie will utilize Revit as the documentation platform for the project. Our proposed scope/fee is based on the Revit model being developed to Level 200-250 standard. The model will be graphically represented with specific systems for primary building components, but as generic systems for non-primary components with configuration and interfaces. We anticipate that Client's consultants/vendors will also utilize Revit for their documentation, will be responsible for modeling and detailing their respective components, and will comply with Mackenzie's expectations for document control standards. Mackenzie will develop the base model file and provide it to the consultant team for coordination.
 - A. The model is not a deliverable to the contractor.



EXCLUSIONS

Please review and notify Mackenzie if Client believes that any of the Exclusions listed here are to be included in Mackenzie's scope of services prior to project commencement. Please also notify Mackenzie if any clarity is needed for the Client to fully understand these Exclusions. In addition to any Exclusions outlined within the proposal above, we have also excluded the following from our proposed scope of services.

1. Reimbursable expenses.
2. Special billing requirements required by Client outside of Mackenzie's standard billing procedures.
3. Building permit fees, design review fees, or any other fees paid to public bodies having jurisdiction over the project.
4. Land survey, topographic survey, tree survey, or metes and bounds descriptions and related specifications.
5. Soils investigations/testing and related specifications.
6. Appeals, variances, public hearings, land use approvals.
7. Meetings with public agencies or other meetings other than those specifically identified above.
8. Environmental review.
9. Sensitive lands and/or wetlands delineation and/or mitigation design/approvals.
10. Hazardous materials mitigation design.
11. Traffic analysis.
12. Pavement design and related specifications.
13. Off-site improvements (such as roads, half street improvements, and utilities).
14. Special foundation systems (e.g., piles and structural slabs).
15. Floor vibration analysis, design for footfall impact.
16. Equipment support or racking systems.
17. Coordination of Client provided consultants not identified at the date of this proposal.
18. Space planning and/or furniture selection.
19. Landscape design services and related specifications.
20. Presentation-level 3D renderings other than conceptual studies to describe design intent or as utilized as part of Mackenzie's design process.
21. No Navisworks files or Clashing will be provided or performed. Deliverables shall be PDF and/or hardcopy only. (Revit model RVT files and DWG exports will not be provided.) Revit models and sheets will be created to Mackenzie standards. No formal BIM Execution Plan will be provided.
22. Formal Building code interpretation requests and/or appeals.
23. Accessibility compliance design other than that required by Authority Having Jurisdiction (AHJ) as required for Building Permit per the current editions of the Oregon Structural Specialty Code and by reference therein ANSI ICC/A117.1 for new construction.
24. Sustainability certification services.
25. Materials testing/special inspections.
26. As-built certification to local jurisdiction.
27. Graphics and/or signage design.
28. Acoustical engineering design and/or services.
29. Data, telephone, or low voltage design.
30. Marketing materials.
31. Record contract documents.



Tangent Fire District
Tangent Fire Seismic Upgrade
Project Number: 2180468.00
December 20, 2018
Page 7

It is our understanding the project will start in January of 2019. If the proposal is agreeable to you, we can attach this proposal to the District's Architectural/Engineering Services Contract. Please note that this proposal is valid for 6 weeks.

We look forward to working with Tangent Fire District on this new project. If you need additional information or have any questions, please do not hesitate to call.

Sincerely,



Josh McDowell, S.E., P.E.
Principal in Charge



Angeline McFadden
Project Manager

Enclosure(s): Reimbursable Rates Schedule
Interface Engineering Proposal – Attachment A

c: Jeff Humphreys, Cathy Bowman, David Linton – Mackenzie



MACKENZIE.

☎ 503.224.9560 • ☎ 503.228.1285 • W MCKNZE.COM
RiverEast Center, 1515 SE Water Avenue, #100, Portland, OR 97214

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REIMBURSABLE CHARGES

Mackenzie will charge the following standard, cost-based rates for in-house reimbursable items listed below:

IN-HOUSE PRINTING

Scanning – Black & White

Small Format: \$0.25/sheet
(8-1/2 x 11 - 11 x 17)

Large Format: \$1.00/sheet
(Including Half Size)

Scanning – Color

Small Format: \$0.50/sheet
(8-1/2 x 11 - 11 x 17)

Large Format: \$3.00/sheet
(Including Half Size)

Printing/Copying – All Sizes

Black & White: \$0.21/sq. ft.
Full Color: \$4.00/sq. ft.

Fax

Local: \$1.00/sheet
Long distance: \$1.30/sheet

OTHER IN-HOUSE REIMBURSABLE ITEMS

Digital Photo Documentation

\$15.00/download

Check Generation Fee

\$25.00

Automobile Mileage

Billed according to IRS guidelines

Delivery Service

Fixed rates: \$7.75 to \$54.40
(depending on mileage)

Data Supplies

CD documentation: \$15.00
DVD documentation: \$30.00

Report Binder

Without tabs: \$3.00/book
With tabs: \$4.00/book

Foamcore:

\$4.25/sheet



100 SW Main Street, Suite 1600
Portland, OR 97204
TEL 503.382.2266
FAX 503.382.2262
www.interfaceengineering.com

December 18, 2018

Josh McDowell
Mackenzie
1515 SE Water Avenue
Suite 100
Portland, OR 97214

Re: Tangent Rural Fire District Seismic Rehabilitation
Professional Services Proposal

Dear Josh:

Thank you for the opportunity to provide you with our proposal for the referenced project. Your project is important to us and we have made an effort to address detailed scopes for all disciplines.

PROJECT DESCRIPTION

Project Owner

Tangent Rural Fire District

Project Location

32053 Birdfoot Drive, Tangent, OR 97389

Building/Project Description

Seismic rehabilitation of existing wood structure fire station built in 1989. Building consists of two-story living quarters and offices adjacent to 3 stall apparatus bay space. Single story linked building consists of Weight Room and Training Classroom.

Sustainable Design Requirements

There are no sustainable design requirements.

INFORMATION SOURCE

- Based on email from Angeline McFadden dated December 17, 2018.
- Based on conversation with Angeline McFadden and Josh McDowell on December 17, 2018.
- Based on preliminary drawings from ZCS Engineering/Architecture dated January 30, 2018.

ASSUMPTIONS

Based on our conversation and information received, we understand that this project:

- Will not reconfigure any spaces

PROJECT SCHEDULE

- Design: From January 2019 to September 2019.

Mechanical and Electrical Engineering
Building Technologies
Commissioning
Energy Consulting
Fire/Life Safety
Lighting Design
Sustainable Design

- Construction: From October 2019 to August 2020.

DESIGN SUBMITTALS

Two submittals for narratives and design-build criteria

CONSTRUCTION COSTS

Based on public information, we have assumed the following preliminary estimate:

- Total Construction Cost: \$954,045

ENGINEERING SERVICES DESCRIPTION

As requested, our services are based on a design-build approach in which we prepare a performance specification and the contractor is responsible for the design. We have listed below services that we offer with this approach. You may elect not to utilize all of these services, but we do feel that each of them is an important service for assuring a good design. If you delete or modify a service, the person signing this proposal must initial the change.

Design and Construction Documents

1. Design-Build Performance Narrative. The purpose of this document is to provide specific design and installation criteria to the design-build contractors. Specification and criteria include Mechanical (HVAC, Plumbing, Electrical, Lighting, and Low Voltage/Technology System Narratives. The narratives and criteria will include specific design and submittal requirements. These narratives will include the following criteria:
 - a. HVAC Systems:
 - 1) Allowable ductwork materials
 - 2) Replacement grille types
 - 3) Equipment to be removed and re-installed
 - 4) Criteria for any new equipment to be provided
 - b. Plumbing Systems:
 - 1) Allowable piping materials
 - 2) Plumbing fixture types
 - 3) Equipment to be removed and re-installed
 - 4) Criteria for any new equipment to be provided
 - c. Electrical Systems Including Lighting:
 - 1) Allowable wiring materials
 - 2) Circuiting criteria
 - 3) Electrical device layout criteria
 - 4) Lighting controls criteria
 - 5) Luminaire type description – qualitative criteria for any replacements
2. Low Voltage and Technology Systems Limited to: Fire Alarm, Security System, Telecom System, Cable Television System, Emergency/Help Call System, Paging and Intercom System:
 - a. System type and description performance criteria

- b. Device equipment and cabling materials criteria
 - c. Specific and special spaces requirements
 - d. Submittal and drawings requirements
 - e. Required calculations submittal criteria
3. Meetings:
- a. One mechanical coordination meeting during document preparations with design team.
 - b. One mechanical site visit during Design Development with structural designers.
 - c. One electrical coordination meetings during document preparations with design team.
 - d. One electrical site visit during Design Development with structural designers.
4. Answer questions during bidding phase related to performance criteria and design-build performance specifications specific criteria and issue addenda as may be required under original performance specification scope and required clarification and modifications.
5. Review of contractor's design and submittals. One review of contractor's design drawings/construction documents for Mechanical (HVAC), Plumbing, Electrical, and Low Voltage Technology Systems, and one response correction review of response to comments. Additional reviews will be charged as extra service at hourly rates. Review includes:
- a. Review of contractor's drawings.
 - b. Review of contractor's equipment submittals.
 - c. Review of contractor's fixture schedules.
 - d. Review of contractor's submitted calculations.
 - e. Review of contractor's materials specifications.

Construction Phase

1. Site Observation Visits of Installation:
 - a. One mechanical site visits during construction, including report.
 - b. One electrical site visits during construction, including report.

EXCLUSIONS AND CLARIFICATIONS

- Design and drawings of mechanical and electrical systems. All designs shall be by contractor under this design-build scope unless specific design is included for specific systems.
- Printing of construction documents.
- Life Cycle Cost Analysis for alternate mechanical and electrical systems or energy modeling of building and systems.
- Calculations for sizing of systems or for purpose of checking contractor's design and calculations.
- Meetings to review bids and interview prospective contractor.
- Meetings to review contractor's design.
- Review of change orders, change directives, etc. initiated by others. Review of change order pricing.
- Major revisions of systems requiring revisions to performance specifications after completion.
- Construction cost estimates.

- Stamping/sealing of design documents by registered engineer.
- Energy code check of mechanical and lighting systems.

FEE

Project Phase	Mechanical	Electrical	Phase Totals	Initial
* Design-build Performance Narratives	\$1,000	\$900	\$1,900	
* Coordination Meeting and Site Visit with Design Team	\$900	\$900	\$1,800	
Bid Questions and Addenda	\$500	\$500	\$1,000	
* Review of Contractor's Design and Submittals	\$1,000	\$900	\$1,900	
* Site Visits During Construction - One Visit Minimum Required	\$750	\$750	\$1,500	
Discipline Totals	\$4,150	\$3,950	\$8,100	

* Indicates minimum required services and fees to meet project and quality standards of design build oversight.

STANDARD REIMBURSABLE EXPENSES

Standard reimbursable expenses include, but are not limited to: check plots, final plots, copies, phone calls, mileage to jobsite, parking, shipping, and messenger services, electronic transmittal of drawings to contractors to develop shop drawings.

Billed in addition to the above fee at cost.

~~We will bill fees and reimbursable expenses monthly as services are performed. Payment is due within 60 days of receipt of invoice. Finance charges may be added after that time at a rate of 1.5 percent per month (annual rate of 18 percent). Finance charges will be applied to delayed payments resulting from lack of project funding.~~

This proposal is valid for 90 days from the date first written above. Interface Engineering, Inc. (Interface) reserves the right to modify or update this proposal after that date.

ADDITIONAL SERVICES

Services requested beyond those included in this proposal will be considered extra services and will be billed either at hourly rates listed below or will be estimated on a lump sum basis. Interface may decline to perform additional work until authorization is received in writing.

Additional services will be billed at our standard hourly rates at the time the work is performed. Our current standard hourly rates are:

Principal:	\$220/Hour
Associate Principal:	\$180/Hour
Associate/Sr. Engineer-Designer III:	\$160/Hour
Sr. Engineer - Designer II:	\$155/Hour
Sr. Engineer - Designer I:	\$140/Hour
Engineer - Designer III:	\$130/Hour
Designer Level II:	\$115/Hour
Designer Level I:	\$100/Hour
Revit Lead:	\$100/Hour
Drafter-Revit Modeler:	\$80/Hour
Administrative:	\$75/Hour

DESIGN-BUILD SERVICES

Design-build services are provided and proposed herein, hence Owner and Architect acknowledge that Interface will provide performance narratives. In the event that any drawings are provided, they shall be conceptual drawings only. Conceptual drawings and performance narratives are intended as guidelines for the design of system(s) by the design-build contractor. Conceptual drawings and performance narratives are not intended for use to obtain a building permit or as bid documents. The design-build contractor is responsible for complete design, engineering, permit documents, construction documents, and coordination with architectural, all trades and utilities, and governing jurisdictions and licensing agencies. Design-build contractor shall be responsible for system quantities, capacities, routing, and installation adequate for its intended use. All detailing shall be by design builder. Owner agrees that Interface is not responsible for the design and will indemnify and hold harmless Interface for any and all claims, damages, allegations, and costs, including attorneys' fees at trial, arbitration and on appeal, arising out of the design and installation of design-build systems. We recommend that Owner require contractors to provide construction documents stamped and prepared by a professional registered engineer.

Architect and Owner acknowledge that Interface's review of submittals by design-build contractor is for the limited purpose of checking for conformance with the performance concept expressed in the contract documents. Interface's review does not constitute approval of safety precautions, means and methods, approval of an assembly, or approval of a component.



If this Proposal meets with your approval, please sign below and return to us. By your signature, you acknowledge that you have read and agree to the terms of this proposal. We will not proceed with the work until this signed Agreement is returned to us. In addition, you represent that you have authority to bind Mackenzie. If you have modified this proposal, we will review your modifications. This Agreement shall not be in effect until we sign, accepting your modifications.

If you have any questions, please contact this office.

Sincerely,

A handwritten signature in black ink that reads "Steve Dacus".

Steve Dacus, PE, LEED AP
Principal

SED:sd

Enclosures: None

COMPANY: Mackenzie

CONTACT:

Josh McDowell, Principal

Date

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MACKENZIE

DESIGN DRIVEN | CLIENT FOCUSED

December 20, 2018

Tangent Fire District
Attention: Scott Casebolt
32053 Birdfoot Drive
Tangent, OR 97389

Re: **Tangent Fire Seismic Upgrade**
Project Number: 2180468.01

Dear Scott:

Mackenzie appreciates this opportunity, and we are pleased to present to Tangent Fire District the following Program Management scope of services and fee proposal for your Tangent Fire Seismic Upgrade project.

Mackenzie will provide Program Management services for the above project. Our Basis of Proposal along with our detailed Program Management scope of services by phase is as follows:

BASIS OF PROPOSAL

The following describes in detail the Basis for this proposal.

The role of *Program Manager* is a hired role performed by Mackenzie to serve as the *Owner's* representative to facilitate the portion of the *Owner's* role in the project to the extent defined herein. As relates to the *Owner's* role in the project with respect to their other consultants, vendors and contractors under separate contract(s), *Owner* decisions required for the project are the responsibility of the *Owner* unless specifically assigned to the *Program Manager* and only to the extent/limits defined herein (see Attachment A – Owner/Program Manager Roles Matrix).

- Owner: Tangent Fire District
32053 Birdfoot Drive
Tangent, OR 97389
 - Owner designates Scott Casebolt, Grant Administrator, and Larry Wooldridge, the Fire Chief, as their primary contacts and each person shall have the authority to direct Mackenzie under this agreement.
- *Program Manager* role on the project is limited to serve as Owner's Representative and will not be involved in providing any of the services or performing any duty's and/or responsibilities of the Architect/Engineer or the Architect's/Engineer's consultants which are being provided separately and in total under separate agreement with the Owner.
- Owner has already and/or will provide(d) to *Program Manager* all Contract Documents related to the project between the Owner and the *Architect/Engineer* and between the Owner and the Contractor and between Owner and any other consultants and/or vendors which includes but is not limited to Owner/*Architect* and Owner/Contractor agreements and all attachments and exhibits thereto.
- Owner will provide to *Program Manager*, all Owner information for *Program Manager* to effectively manage the design and construction aspects of the project on their behalf which includes but is not limited to program, internal



P 503.224.9560 ▪ F 503.228.1285 ▪ W MCKNZE.COM ▪ RiverEast Center, 1515 SE Water Avenue, #100, Portland, OR 97214
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Portland, Oregon ▪ Vancouver, Washington ▪ Seattle, Washington

process/standards protocols and/or reporting, and contracts usually held by the Owner to facilitate their management of the project on their behalf.

- For the purposes of this proposal/agreement, the following definitions apply throughout unless specifically defined otherwise for specific instances in which case the alternate definitions apply to only those specific instances:
 - **Program Manager:** The Mackenzie employee(s) representing the Owner to act on the behalf of and provide Owner Representative Program Management Services as described below.
 - **Architect/Engineer:** Owner's Architect, Landscape Architect and/or Engineer(s) and any sub-consultants thereto that are under separate contract with Owner; are providing Professional Design Services in total as the Architect(s) and/or Engineer(s) of Record for the project. The **Architect/Engineer** may or may not be through separate contract with Mackenzie.
 - The Owner recognizes and accepts that Mackenzie is providing both the Owner Representative *Program Management* services and the Architectural, Structural and Interior Professional Design services (under separate agreement) for this Project. It is expressly agreed, that the Owner's Representative **Program Manager**, under this Agreement, shall not be responsible for the actions taken by the **Architect/Engineer** and vice versa.

PROGRAM MANAGER RESPONSIBILITIES

1. The *Program Manager* shall perform services consistent with the skill and care ordinarily provided by Program Managers practicing in the same or similar locality under the same or similar circumstances. The *Program Manager* shall perform services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.
2. With respect to the Contractor's Work, the *Program Manager* shall not have control over or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of the Contractor, since these are solely the Contractor's responsibility under the Contract for Construction. The *Program Manager* shall not be responsible for a Contractor's failure to carry out the Work in accordance with the respective Contract Documents.
3. If the *Program Manager* is a licensed *Architect/Engineer*, they are legally bound by laws and statutes that govern certain aspects of their practice and while that individual is being hired to advocate for the Owner's interests by overseeing the Project from the Owner's standpoint during all phases, they must do so entirely within the boundaries mandated by their professional license status.

SCOPE OF SERVICES

Preconstruction Phase Services

Time Duration: 10 to 11 months

Preconstruction Phase Services are those services that are provided for all phases of the project up to the start of Construction. Mackenzie as *Program Manager* will provide the following Preconstruction Phase Services:

1. The *Program Manager* shall set up a Kick Off meeting at the Station with the Owner and review project requirements. The *Program Manager* will prepare and issue meeting minutes for the Kick Off meeting.



2. The *Program Manager* shall create and distribute for review the Division 00 and Division 01 specifications for the project, up to 40 hours of work. The *Program Manager* will review one round of comments from the Owner's Attorney.
3. The *Program Manager* shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements.
4. The *Program Manager* shall schedule and conduct preconstruction meetings with the Owner, *Architect/Engineer*, and the CM/GC, and specific sub-contractors when required, to discuss such matters as procedures, progress and scheduling. The *Program Manager* shall prepare and promptly distribute minutes to the Owner, *Architect/Engineer*, and the CM/GC.
5. The *Program Manager* shall review and comment on the *Architect's/Engineer's* and CM/GC's Project schedule(s) to show the timing of anticipated services and construction Work for the Owner's review and approval.
6. As the *Architect/Engineer* progresses with the preparation of the Design Development and Construction Documents, the *Program Manager* shall review the milestone packages of documents to be submitted for Owner review and approval; and will make recommendation to Owner for the Owner's review and approval prior to the commencement of performance by the *Architect/Engineer* of services for each succeeding Preconstruction Phase.
7. As the *Architect/Engineer* progresses with the preparation of the Design Development and Construction Documents, the *Program Manager* shall review and evaluate preliminary Construction Cost estimates, if any, prepared by others, with increasing detail and refinement. Such estimates shall be provided for the Owner's review and approval prior to the commencement of performance by the *Architect/Engineer* of services for each succeeding Preconstruction Phase. The *Program Manager* shall advise the Owner if it appears that a preliminary Construction Cost estimate may exceed the latest approved Project budget and make recommendations for corrective action.
8. The *Program Manager* shall assist the Owner in selecting, retaining and coordinating the professional services of geotechnical consultants, and material testing consultants required for the Project. The *Program Manager* will solicit up to three proposals for each consultant service.

CM/GC and Owner Consultant

Time Duration: included in Preconstruction time

The *Program Manager* will assist the Owner in obtaining a Construction Manager/General Contractor (CM/GC). Pursuing CM/GC will help to accommodate the Owner occupying the building and continuing to operate in the building during construction. The CM/GC will be responsible for construction cost estimates throughout the design of the project.

- Assist in preparing CM/GC selection, attend mandatory pre-proposal meeting and assist in reviewing proposals from Contractors via conference call.
- Coordinate any remaining material testing requirements with material testing agency hired by Owner.
 - Owner to provide material testing data within six weeks of project kick off.
- Coordinate geotechnical engineering requirements with geotechnical engineer hired by Owner.
 - Owner to provide geotechnical report within three weeks of project kick off.

Subcontractor Bid Assistance and GMP Review

Time Duration: included in Preconstruction time

The *Program Manager* will assist the Owner in obtaining and reviewing the guaranteed maximum price and subcontractor bids for the construction of the work as follows:

- Review geotechnical report requirements for inclusion in bid documents.
- Issue bid documents consisting of bidding requirements, general conditions, supplementary conditions, drawings, and specifications to Contractor for subcontractor bidding.

- Consider Substitution Request, properly submitted as allowed by the Contract Documents.
- Receive questions from the Contractor during the bid period and review prior to sending to *Architect/Engineer*. *Architect/Engineer* will issue addenda as required.
- Review subcontractor bids with the Owner to evaluate conformance with bid criteria if a dispute or discrepancy arises.

Construction Phase Services

Time Duration: 6 to 8 months

Construction Phase Services are those services that are provided for all phases of the project after the start of Construction including Close Out. Mackenzie as *Program Manager* will provide the following Construction Phase Services:

1. The *Program Manager* shall review the Contractor's Project construction schedule and advise the Owner. As construction progresses, the *Program Manager* shall review the Contractor's schedule and advise the Owner if the previously approved Project construction schedule may not be met. If so, the *Program Manager* shall recommend corrective action to the Owner.
2. The *Program Manager* shall provide administrative, management and related services to endeavor (assist the Owner) to coordinate the activities of the Contractor with those of the Owner and the *Architect/Engineer* to complete the Project in accordance with the latest approved estimate of construction cost, the project construction schedule and the Contract Documents.
3. The *Program Manager* shall attend construction meetings with the Owner, *Architect/Engineer*, and the Contractor, and specific sub-contractors when required, to discuss such matters as procedures, progress and scheduling. The Contractor shall prepare and promptly distribute minutes to the Owner, *Architect/Engineer*, and the *Program Manager*.
4. The *Program Manager* shall review and advise the Owner regarding any action required of the Owner on submittals, shop drawings, samples, or mock-ups.
5. Based on the *Program Manager's* observations and evaluations of the Contractor's Application for Payment and following the *Architect's/Engineer's* review and certification of that Request for Payment, the *Program Manager* shall review and take appropriate action on the amounts due the Contractor (which may or may not include approval) for final review and approval by Owner. The *Program Manager's* approval shall constitute a representation to the Owner that, to the *Program Manager's* knowledge, information and belief, and as represented by the *Architect/Engineer*, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents.
6. The *Program Manager* shall review and assist the Owner in evaluating Proposal Request pricing, Change Order Proposals (COP's), Construction Change Directives and Change Orders, which are submitted for the Owner's approval and execution in accordance with the Contract Documents.
7. The *Program Manager* shall be present during the *Architect's/Engineer's* final observation(s) (Punch List/Punch List Verification) to verify the accuracy and completeness of the Punch List submitted by the Contractor of Work to be completed or corrected. The *Program Manager* shall advise the Owner on the suitability of the Work, and any Work needing to be completed or corrected.
8. The *Program Manager* shall review project close-out materials up to one round of review and comment.
9. *Program Manager*, at the request of the Owner, prior to the expiration of one year from the date of Substantial Completion, shall conduct a meeting with the professional design consultants at the project site to review the facility operations and performance.

FEE SUMMARY

Our lump sum fees for the *Program Manager* services described above are as follows:

Preconstruction Phase	\$11,000
Construction Phase	\$12,000
TOTAL	\$23,000

Reimbursable expenses (printing, copying deliveries, ride share vehicles, application-based transportation, mileage, etc.) are not included in the fee outlined above and will be invoiced at 1.1 times cost. Reimbursables are estimated to be \$2,000 and will not be exceeded without the Owner's approval.

ASSUMPTIONS

Please review and notify Mackenzie if Owner believes that any of the Assumptions listed here are either inaccurate or unreasonable prior to project commencement. Please also notify Mackenzie if any additional clarity is needed for the Owner to fully understand these Assumptions. In addition to the scope of services outlined above, we have assumed the following:

1. Owner will provide current hard copy files of all existing building(s), land survey (ALTA/Boundary/Topographic) including legal description, wetlands delineation, geotechnical report, environmental report, any other reports and/or surveys that are available, and other studies and/or reports as may be necessary for completion of the project. (as provided to Architect/Engineer).
2. Scope and fee are based on Owner not hiring any other third party Owner representative(s) to act on their behalf during any phase(s) of the project. If any other third-party Owner representative(s) is hired by the Owner, Mackenzie reserves the right to estimate scope and fee impacts that will result in additional services.
3. Mackenzie is assuming all meetings to be done via teleconference except the following on-site meetings:
 - A. One Kick Off meeting to be coordinated with a Board meeting
 - B. One Design Development meeting
 - C. One Construction Documents meeting
 - D. Maximum fourteen construction site visits to be coordinated with regular meetings
4. The Owner will not be pursuing sustainability certification for the project.
5. Mackenzie Scope of Service and fees are based on project phases running in sequential order without delay, pause or project being put on hold for any reason between phases.
6. Owner is responsible for all fees paid to public bodies having jurisdiction over the project.
7. Both on and off-site land use entitlements processes, such as Design Review, and related services, such as meetings with Authorities Having Jurisdiction (AHJ), neighborhood/community meetings, public hearings, and other related processes, are assumed to have been completed prior, or have been determined to not be required, and therefore are not included within the scope of this proposal.
8. Conditions not depicted on available existing building documents, provided by the Owner, or readily visible on project walkthroughs are excluded. Such impacts will be evaluated at the time of discovery and addressed via additional services as necessary.
9. Mackenzie will rely on Owner-provided information for project including but not limited to all Conditions of Approval, Building and other permits, Construction Documents, Contract Between Owner and Architect (or

Engineer), Contract Between Owner and Contractor, Contract(s) Between Owner and any other entities that Mackenzie will manage as part of the services under this agreement.

EXCLUSIONS

Please review and notify Mackenzie if Owner believes that any of the Exclusions listed here are to be included in Mackenzie's scope of services prior to project commencement. Please also notify Mackenzie if any clarity is needed for the Owner to fully understand these Exclusions. In addition to any Exclusions outlined within the proposal above, we have also excluded the following from our proposed scope of services.

1. Reimbursable expenses.
2. Special billing requirements required by Owner outside of Mackenzie's standard billing procedures.
3. Building permit fees, design review fees, or any other fees paid to public bodies having jurisdiction over the project.
4. Land survey, topographic survey, tree survey, or metes and bounds descriptions and related specifications.
5. Soils investigations/testing and related specifications.
6. Appeals, variances, public hearings, land use approvals.
7. Meetings with public agencies or meetings other than those specifically identified above.
8. Environmental review.
9. Sensitive lands and/or wetlands delineation and/or mitigation design/approvals.
10. Hazardous materials survey and mitigation.
11. Coordination of Owner provided consultants not identified at the date of this proposal.
12. Formal (or informal) Building code interpretation requests and/or appeals.
13. Sustainability certification services.
14. Construction cost estimating.
15. Materials testing/special inspections.
16. Marketing materials.

It is our understanding the project will start in January of 2019. If the proposal is agreeable to you, we can attach this proposal to the District's Architectural/Engineering Services Contract. Please note that this proposal is valid for 6 weeks.

We look forward to working with Tangent Fire District on this new project. If you need additional information or have any questions, please do not hesitate to call.

Sincerely,



Josh McDowell, S.E., P.E.
Principal in Charge



Angeline McFadden
Program Manager

Enclosure(s): Reimbursable Rates Schedule
Attachment A – Owner/Program Manager Roles Matrix

c: Jeff Humphreys, Cathy Bowman, David Linton – Mackenzie

MACKENZIE

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RiverEast Center, 1515 SE Water Avenue, #100, Portland, OR 97214

Portland, Oregon • Vancouver, Washington • Seattle, Washington

REIMBURSABLE CHARGES

Mackenzie will charge the following standard, cost-based rates for in-house reimbursable items listed below:

IN-HOUSE PRINTING

Scanning – Black & White

Small Format: \$0.25/sheet
(8-1/2 x 11 - 11 x 17)

Large Format: \$1.00/sheet
(Including Half Size)

Scanning – Color

Small Format: \$0.50/sheet
(8-1/2 x 11 - 11 x 17)

Large Format: \$3.00/sheet
(Including Half Size)

Printing/Copying – All Sizes

Black & White: \$0.21/sq. ft.
Full Color: \$4.00/sq. ft.

Fax

Local: \$1.00/sheet
Long distance: \$1.30/sheet

OTHER IN-HOUSE REIMBURSABLE ITEMS

Digital Photo Documentation

\$15.00/download

Check Generation Fee

\$25.00

Automobile Mileage

Billed according to IRS guidelines

Delivery Service

Fixed rates: \$7.75 to \$54.40
(depending on mileage)

Data Supplies

CD documentation: \$15.00
DVD documentation: \$30.00

Report Binder

Without tabs: \$3.00/book
With tabs: \$4.00/book

Foamcore:

\$4.25/sheet

Attachment A - Owner/Program Manager Roles Matrix

Tangent Fire Seismic Upgrade
 2180468.01
 December 14, 2018

Phase	Tasks/Services	Type of Project	Responsibility	
			Program Manager	Owner
Preconstruction	Review Proposal/Contracts for A/E	All	X	
	Sign Contracts for A/E	All		X
	Review Proposal/Contracts for Geotechnical Services	All	X	
	Sign Contracts for Geotechnical	All		X
	Review Proposal/Contracts for Material Testing	Existing Building	X	
	Sign Contracts for Material Testing Agency	Existing Building		X
	For CMGC, review Proposals/Contracts for General Contractor	CMGC	X	
	Sign Contracts for Contractor	CMGC		X
	Review Design Development and Construction Documents	ALL	X	
	Attend regular Design Meetings	ALL	X	
	Review Design Meeting Minutes.	ALL	X	
	Review the construction cost estimates from the contractor from each of the document phases and compare the estimates to the Budget.	CMGC	X	
	Review V/E proposals at each design phase and make final recommendations	All	X	
	Approve V/E proposals and final budget	All		X
	Review relative feasibility of project delivery of the Contractor.	CMGC	X	
	Review Invoices of Consultants During Preconstruction Phase	All	X	
Permitting	Obtain Building permits for permanent Improvements.	All	X	

Attachment A - Owner/Program Manager Roles Matrix

Phase	Tasks/Services	Type of Project	Responsibility	
			Program Manager	Owner
	Solicit special inspection firm proposals. Review proposals and make recommendations for the special Inspector	All	X	
	Sign Contract for Special Inspector	All		X
	Review subcontractor bid and results from bidding of Subs	CMGC	X	X
	Review V/E proposals and make final recommendations if project over budget	CMGC	X	
	Approve V/E proposals and final Contract amount	CMGC		X
Construction Phase Services	Ensure the preconstruction, construction, and design meetings with owner, A/E, the contractor, and specific sub-contractors are scheduled and attended	All	X	
	Ensure the meetings are documented with meeting minutes and review the meeting minutes.	All	X	
	Review submittals, shop drawings, samples or mockups that require owner input. Provide recommendations.	All	X	
	Provide direction resulting from submittals, shop drawings samples or mockups that require owner input	All	X	
	Provide direction resulting from RFI's that require owner input	All	X	
	Review the contractor's project construction schedule at regular intervals. Provide corrective actions when schedule is not being met.	All	X	
	Direct the contractor to take corrective action for circumstances when the schedule is not being met	All		X
	After the A/E has completed the review and certification of the Request for Payment review the payments and make recommendations	All	X	
	Review all Proposal Requests (PR), Change Order Proposals (COP), construction change directives (CCD), Change orders (CO). Give recommendations for rejection or approval.	All	X	
	Owner reject or accept PR's, COP's, CCD's and CO's.	All		X

Attachment A - Owner/Program Manager Roles Matrix

Phase	Tasks/Services	Type of Project	Responsibility	
			Program Manager	Owner
	For PR's, COP's, CCD's and CO's approve or reject for amounts less than the limits outlined in the contract.	All	X	
	Owner approve or reject PR's, COP's, CCD's and CO's for amounts more than the limits outlined in the contract.	All		X
	Attend the A/E final observations and Punch List Verification. Verify the accuracy and completeness of the Punch List submitted for the work completed or that is to be corrected.	All	X	
	Provide recommendations and advise to the Owner on the suitability the A/E recommendations for corrections and of the work yet to be completed or corrected.	All	X	
	Conduct facilities performance and operations review meeting prior to one year expiration of the Substantial Completion date (with time to notify GC).	All	X	
	Notify General Contractor in writing of one-year warranty items required for correction based on performance review meeting w/ A/E team.	All	X	

NEW BUSINESS

TANGENT RURAL FIRE PROTECTION DISTRICT

RESOLUTION NO. 2019-01

**RESOLUTION TO CHANGE REGISTERED AGENT FOR
TANGENT RURAL FIRE PROTECTION DISTRICT**

WHEREAS, Tangent Rural Fire Protection District is organized under the provisions of ORS Chapter 198 and is located at 32053 Birdfoot Drive, Tangent, OR 97389; and

WHEREAS, special districts must file a Registered Office and Registered Agent form with the Secretary of State Archives Division each time either the office address or registered agent changes; and

WHEREAS, the Registered Agent for Tangent Rural Fire Protection District changed from Cary Vonasek to Larry Wooldridge on January 2, 2019;

NOW, THEREFORE, BE IT RESOLVED that Larry Wooldridge has been duly recognized as the registered agent for the Tangent Rural Fire Protection District since January 2, 2019, as of the adopted date below.

ADOPTED AND DATED this 9th day of January 2019.

ATTEST:

John Dunn, TRFPD Board Chair

Scott Richards, TRFPD Board Secretary

**NOTICE OF DESIGNATION
OF SPECIAL DISTRICT
REGISTERED OFFICE AND REGISTERED AGENT**

I, John Dunn, Chairman of the Board of this district, a municipal corporation, organized under the provisions of ORS Chapter 198, certify that:

1. Pursuant to a resolution of the District Board, duly adopted, the registered office of this district is:

32053 Birdfoot Drive, Tangent, OR 97389
(Street Address of Registered Office, City, Zip)

2. The registered agent in Oregon at such registered office is:

Larry Wooldridge
(Name of Registered Agent)

IN WITNESS WHEREOF, this District has caused this instrument to be executed in its name by the Chairman of the Board of the District this 9th day of January, 2019.

TANGENT RURAL FIRE PROTECTION DISTRICT
(Name of District)

By: _____
Chairman of the Board

STATE OF OREGON) ss.
County of Linn)

Signed before me on _____ by _____

Notary Public – Oregon
My Commission Expires: _____

INSTRUCTIONS: A new form must be filed each time a change is made in either the registered agent or the registered office. There is no fee for filing this form. Please send the form to:

Secretary of State
Archives Division
800 Summer St. NE
Salem, OR 97310

TANGENT RURAL FIRE PROTECTION DISTRICT
32053 Birdfoot Drive
Tangent, OR 97389

RESOLUTION NO. 2019-02

RESOLUTION TO CHANGE AUTHORIZED SIGNATURES FOR UMPQUA BANK ACCOUNT NO. 860000207 (CHECKING) FOR TANGENT RURAL FIRE PROTECTION DISTRICT.

WHEREAS, the TRFPD Board of Directors is the governing body for the District as stipulated in ORS 478.210 and can give authority (including financial) to individual Directors and/or staff by formal action of the entire Board; and

WHEREAS, the Tangent Rural Fire Protection District maintains Checking Account No. 860000207 for business purposes at Umpqua Bank; and

WHEREAS, Larry Wooldridge was hired as Tangent Fire Chief as of January 2, 2019, and the Board desires him to be an authorized signature on the above account;

THEREFORE, BE IT RESOLVED that the TRFPD Board of Directors authorizes the following changes in authorized signatures for the above-named accounts as of the dates below.

Current and Continued Signatures:	John Dunn, Jon Paul Strombeck, Bruce Riley, Chris Meyer, Scott Richards, and Cary Vonasek
Added Signatures (as of 01/02/2019):	Larry Wooldridge

ADOPTED and SIGNED by the TRFPD Board of Directors this 9th day of January 2019.

John Dunn, Board Member

Jon Paul Strombeck, Board Member

Bruce Riley, Board Member

Chris Meyer, Board Member

Scott Richards, Board Member

TO: TRFPD Board of Directors
FROM: Office Admin. Duckworth (with lots of input from TRFPD Staff)
SUBJECT: OREGON PAY EQUITY LAW
DATE: January 2, 2019

Last year, Governor Kate Brown signed into law the Oregon Pay Equity Law (H. B. 2005), which became effective October 8, 2017. **Every employer in Oregon is affected by this new law.** The law: 1) prohibits employers from screening job applicants based on current or past compensation and from determining compensation for a position based on a prospective employee's current or past compensation. Employers can only inquire about a job applicant's salary history after making a job offer including a compensation amount. And, the law: 2) prohibits pay discrimination based on protected class, defined as race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. In other words, employers may not pay employees performing comparable work at different rates of pay because of their membership in one of these protected classes.

How is Tangent Fire addressing this law to ensure compliance?

1. We do not ask a potential employee's salary history on any application and we will not ask it of any candidate until the candidate is given a job offer with a compensation amount included, and then we will still not make a salary decision based on the employee's salary history. In the recent hire of our new Fire Chief, Larry Wooldridge was given a conditional job offer within the salary range as listed on the job posting. When he subsequently sat in a meeting with the Board, he volunteered his current salary with his current employer at that time, which was fine, but as a Board you chose to offer him a salary within the 2018-19 budgeted salary range for the Fire Chief—not a salary based on his current salary at the time. This is what you should have done, so your bases are covered.
2. As to addressing comparable pay for comparable work, the law requires that an employer complete a pay equity analysis of employee paid positions and implement a corrective action plan (if needed) by January 1, 2019. This analysis includes the completion of job comparisons based on the law's five comparable characteristics—knowledge, responsibility, skills, effort, and working conditions. Unfortunately, the law only semi-defines the "working conditions" characteristic. The employer is left to define the other four characteristics as they have meaning for their company and then use the five characteristics to compare all the paid jobs within their organization to determine whether there is equitable pay for comparable work. For a large entity, this is a massive job and many HR companies have developed materials to help with this effort.

At my OFSOA conference in October, an individual from HR Answers (the firm that advises SDAO on numerous HR issues) spoke for 3 hours on this law and how a company can comply. She suggested that for an employer with five or fewer paid employees, the employer not purchase any of the Oregon pay equity products on the market but do the best they can to define the five characteristics and then do a spread sheet comparing each job on those characteristics. This is what your staff has been doing over the last several weeks (see attached Pay Equity Analysis). The law permits paying employees performing work of a comparable character at

different compensation levels but only if the differences are based on bona fide factors, such as a seniority system, a merit system, workplace locations, travel, education, training, experience etc. For those employers who do not currently have a salary range schedule in place, it is recommended that they develop one. Fortunately, Tangent Fire has one and this is one way we can address paying individual employees differently while performing comparable work.

Once we completed the pay equity analysis, we then needed to look at our salary schedule (see attached) to evaluate whether there were any major salary inequities in our positions based on that analysis. We did not compare salaries based on the individuals in those positions, but instead we looked at Step 1 on the salary schedule for each position so we were comparing apples to apples. Also, position titles mean nothing for comparison purposes in this law—it is the actual duties that an individual is performing that must be compared.

It became immediately clear that, after reviewing each position's characteristics, the Staff Captain's salary needs to be brought into alignment for the duties currently being performed. At Step 1, the AC/Training Officer's salary is 84% of the Fire Chief's salary, and the Staff Captain's salary is 56% of the Chief's salary. There are no other departments our size in our area that employ this type of position, but Chris Hunt offered that our Staff Captain's position is performing like a Battalion Chief in a larger, career department—the position is in charge of major programs (ex. prevention, public education) and performs all the same incident duties, including duty officer, as the Chief and AC. And the salary disparity between the Chief and a Battalion Chief in a career department is never this large. While, of course, we can't compare our \$ salaries with larger departments, we can compare % salary differences in similar positions. For example, we looked at Lebanon Fire's budget and found that the Operations Chief (which compares to our AC/Training Officer) is paid 81% of the Chief's salary and their Battalion Chiefs are paid 73% of the Chief's salary. Chris felt this was also in line with the pay differentials for those positions at Corvallis Fire.

Recommendation to the Board:

The purpose of this law is to find pay inequities that may exist based on comparison of jobs by the five characteristics as outlined in the law. We, in fact, did just that. To address the inequity in the Staff Captain's salary, it is staff's recommendation to the Board that the base salary of this position be increased 25%, which would bring the % pay difference between the Chief's position and the Captain's position into alignment with surrounding departments. The Board also needs to know that while Staff Captain Chuck Chapin participated in the development of the pay equity analysis, he did not participate in the formulation of this recommendation.

While employers do not have to file their pay equity analyses with any Oregon governmental department, they must have them on file on their premises as well as the corrective action plan (and this was to have been done by January 1, 2019) should there be any challenges by employees. As this is the law, we cannot wait for Chief Wooldridge to be on the job for six months to see how we want to handle this; we did the analysis and we must move forward with a remedy. Also, the law does not permit any employee's wages to be reduced because of the analysis. Neither can step increases or COLAs be considered part of the remedy.

Recommended Corrective Action Plan:

While the law states that a corrective action plan is to be implemented by January 1, 2019, that does not mean that all pay inequities must be brought into alignment by that date. As this could be, and will be, a huge financial burden for large employers, the inequities can be addressed in steps (according to the HR Answers rep at the OFSOA conference); it's just the plan that is to be in place by that date.

After carefully reviewing our current fiscal year's budget and projecting ahead, staff would suggest that Tangent Fire's Corrective Action Plan for the Oregon Pay Equity Law include the following:

1. Staff Captain's Position: A 10% increase on the base salary beginning January 1, 2019.
2. Staff Captain's Position: Another 8% increase on the base salary beginning July 1, 2019.
3. Staff Captain's Position: A final 7% increase on the base salary beginning July 1, 2020.

If the Board would wish to consider another option for corrective action, of course this is your decision.

How much will this cost our fire district?

As we all know, an increase in salary also increases benefit costs—PERS, SS, etc. For the remaining six months of this fiscal year, the additional costs will be approximately \$3200—we can handle this. For the 2019-20 budget year, the additional costs will be about \$8000 (some of this because of the PERS increase).

There will be a large PERS increase for the 2019-21 biennium, and we are quite sure that health insurance costs will increase significantly again. Unfortunately, because of the enterprise zone of which Selmet and BetaSeed are part of for all their remodels, our property tax revenue is not increasing as fast as the inflation on some of our other costs. For the next couple of budgets, this will mean tightening our belts in the materials/services and capital outlay areas as personnel costs rise until we begin to realize some of the property tax revenue from our industrial properties.

TANGENT RURAL FIRE PROTECTION DISTRICT
INTERNAL PAY EQUITY ANALYSIS (Part of Oregon Pay Equity Law)
 Completed December 2018

	Fire Chief	Asst. Chief/ Trng. Officer	Staff Capt.	Office Admin.
Knowledge (defined)				
Education - minimum qualifications				
Assoc. Degree (2 yr.)	X	Preferred	Desired	Desired
High School Diploma	X	X	X	X
Job Experience - minimum qualifications				
5+ yrs. incident command experience	X			
3+ yrs. incident command experience		X		
2+ yrs. fire officer experience at Lt. rank or above			X	
10+ yrs. fire service experience	X			
5+ yrs. fire service experience		X		
3+ yrs. fire service experience			X	
3+ yrs. office and/or accounting experience				X
Certifications or Currently Performing at that Level				
Valid Oregon driver's license	X	X	X	X
Pass driving record check	X	X	X	X
Pass comprehensive background investigation	X	X	X	X
Eligible for DPSST certification	X	X	X	X
Pass comprehensive physical exam	X	X	X	X
NFPA Fire Officer II	X			
NFPA Fire Officer I	X	X	Desired	
Fire Ground Leader	X	X	X	
NFPA Fire Instructor II		X		
NFPA Fire Instructor I		X		
NFPA Fire Inspector I	X	X	X	
NFPA Firefighter II	X	X	X	
NFPA Firefighter I	X	X	X	
NFPA Driver	X	X	X	
NFPA Tender Operator	X	X	X	
NFPA Pumper Operator	X	X	X	
NWCG Wildland Certification	X	Strike Team Ldr.	Engine Boss	

TANGENT RURAL FIRE PROTECTION DISTRICT
INTERNAL PAY EQUITY ANALYSIS (Part of Oregon Pay Equity Law)
 Completed December 2018

	Fire Chief	Asst. Chief/ Trng. Officer	Staff Capt.	Office Admin.
NFPA Wildland Operator	x	x	x	
NFPA Mobile Water Supply	x	x	x	
EMT Basic	x	x	x	
Hazardous material awareness & operation qualified	x	x	x	
Responsibility (defined)				
Supervision of Employees	x			
Supervision of Volunteers/Student Residents	x	x		
Major Program Manager (ex. budget, training, volunteers, prevention, pub. ed., policies, safety, financials)	All programs	Training, Safety/Volunteers	Prev/PubEd, Veh/Bldg Maint.	Financial, Budget
Confidentiality (personnel and/or financial)	x			x
Safety of Staff/Volunteers	x	x		
Duty Officer Participation	x	x	x	
Skills (defined)				
General computer skills	x	x	x	x
General knowledge of District geography	x	x	x	
Working knowledge of modern fire suppression, prevention, EMS principles, procedures, techniques & equipment	x	x	x	
Demonstrated basic skills in the operation/maintenance of dept. apparatus, tools, & equipment	x	x	x	
Working knowledge of HR fundamentals	x			x
Budget law/development - functional/operational level	x	x	x	x
Budget law/development - administrative level	x			x
Proficiency in oral/written communication (both as transmitter & as receiver)	x	x	x	x
Basic understanding of accounting & payroll principles				x
Perform all Firefighter job functions (as listed in the Volunteer Firefighter job description)	x	x	x	
Interpersonal - relationships within the organization	x	x	x	x
Interpersonal - collaborative planning w/other agencies	x	x	x	x

TANGENT RURAL FIRE PROTECTION DISTRICT
INTERNAL PAY EQUITY ANALYSIS (Part of Oregon Pay Equity Law)
 Completed December 2018

	Fire Chief	Asst. Chief/ Trng. Officer	Staff Capt.	Office Admin.
Problem solving - functional/operational level	x	x	x	x
Problem solving - administrative/organizational level	x			
Effort (defined)				
Physical				
Light/medium/heavy--lifting, pushing, pulling	Heavy	Heavy	Heavy	Light
Endurance - % of time job requires max. physical effort	5-10%	5-10%	5-10%	5%
Mental				
Stress - handling emergency, ever-changing situations (see Vol. FF job description for detailed listing of these)	x	x	x	
Stress - concrete deadlines	x(80%)	x(40-50%)	x(10-20%)	x(10-20%)
Working Conditions (defined)				
Live within 10 minutes' response time of Fire District's boundaries	x	x	x	
Hours/Time of Day - regular/sporadic/overtime	regular/sporadic	regular/sporadic	regular/sporadic	regular
Location - local vs. out-of-town or out-of-state	local	local	local	local
Environment - noisy, chaotic, tense (see Vol FF job description for detailed listing of environ. exposures)	x(10%)	x(20%)	x(20%)	
Environment - office type	x(90%)	x(80%)	x(80%)	x(100%)
Hazards - (see Vol. FF job description for detailed listing of potential hazards)	x	x	x	

TANGENT RURAL FIRE DISTRICT

GOALS FOR CHIEF WOOLDRIDGE STARTING JANUARY 2, 2019

The Board of Directors for Tangent Fire has set the following goals for Chief Wooldridge to be accomplished, preferably, within the first three months, but no longer than six months from his start date.

1. Initial Contacts:

- Schedule and meet with every staff member including all full-time staff and volunteers. These meetings should be one on one, using this time to get to know everyone and share your expectations with them.
- Make contact with our surrounding local fire department chiefs. Become an active part of the Linn/Benton Fire Defense Board.
- Schedule and meet with Linn Co. Sheriff Jim Yon and tour Sheriff's Dept. to include 911 dispatch, Integrated CAD system. Discuss IT contract and general response to calls.
- Meet with Tangent Fire Support Team.
- Become familiar with LCSO deputies that patrol the Tangent area.
- Be introduced at a Tangent City Council meeting to meet city leaders.

2. Review all operational and administrative policies and familiarize yourself with our budget process.

3. Become familiar with the layout of our district and reach out to meet property owners where our water tanks are located.

4. Set up lines of communication with staff and volunteers to include verbal, text and email.

5. Join a local service club such as Rotary, Optimists, Lions, etc.

6. Be aware of the upcoming Awards Banquet (March 9, 2019), how it works, and the importance to our volunteers to be recognized for their service.

7. Come up with an innovative event that can be utilized to enhance the awareness of our service to our community and to enhance the relationship with the citizens of Tangent.

8. Think about what type of further education you could take to benefit you as Fire Chief.

9. Meet with former Chief Scott Casebolt to understand the importance and processes of obtaining grants for our district.