

**REQUEST FOR PROPOSALS**  
**ARCHITECTURAL AND ENGINEERING SERVICES**

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City of St. Helens, Oregon  
**REQUEST FOR PROPOSALS**  
**for a**  
**QUALIFICATIONS BASED SELECTION**

*For the Design and Engineering of the Columbia Pacific Food Bank*

**Contract Administrator:**

Mary McArthur, Executive Director  
Columbia-Pacific EDD  
PO Box 534  
Columbia City, OR 97018  
503.970.3336  
[mbmacarthur@comcast.net](mailto:mbmacarthur@comcast.net)

**RFP Contact:**

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Columbia Pacific Food Bank  
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**City Contact:**

Jenny Dimsho, Associate Planner  
City of St. Helens  
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St. Helens, OR 97051  
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**ISSUE DATE:**

May 8, 2019

**RFP CLOSING (DUE) DATE:**

June 12, 2019, by 4:00 p.m.

**Proposers are solely responsible for ensuring that the City receives its Proposal.**

This is an INFORMAL Process. No publication of this Solicitation or the Award is required. The RFP document, attachments, and any addenda for this RFP will be posted on the City's Bids & RFPs page at <https://www.ci.st-helens.or.us/rfps>.

**Work under this contract will be funded in part with federal grant funds from the Community Development Block Grant (CDBG) Program awarded by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority (IFA).**

## Contents

<b>Section 1 – Instructions: General Provisions.....</b>	<b>4</b>
Introduction .....	4
Informal Selection Procedure.....	4
Solicitation Review .....	4
RFP Protest; Request for Change; Protest of Award .....	4
Reservation of Rights .....	4
Additional Requirements.....	4
Questions about RFP; Addenda .....	4
<b>Section 2 – Instructions: Statement of Work .....</b>	<b>5</b>
Introduction .....	5
Project Overview.....	5
Services Required.....	6
Project Description .....	6
Description of Services .....	8
Anticipated Award and Contract Performance Schedule.....	9
Compensation.....	9
Project Delivery Method .....	9
Limitations; Conflicts of Interest .....	9
<b>Section 3 – Proposal Content and Submission Requirements .....</b>	<b>10</b>
Introduction .....	10
Proposal Content .....	10
Cost Information .....	11
Proposal Format and Submission.....	12
<b>Section 4 – Evaluation &amp; Selection.....</b>	<b>13</b>
Evaluation of Proposal .....	13
Evaluation Criteria .....	13
Interviews .....	13
Selection .....	14
Termination .....	14
Selection Process Milestones .....	14

Responsibility Evaluation ..... 14

Project Contract..... 15

**Section 5 – Additional Architect/Engineer Contract Requirements ..... 15**

    Incorporation of CDBG Grant Contract; Required Federal Contract Clauses ..... 15

    Certification of Compliance with Tax Laws ..... 15

**Section 6 – Attachments ..... 156**

    Attachment A – Consultant Certification Form

    Attachment B – Draft Architect/Engineering Services Contract

    Attachment C – Required Federal Contract Clauses

    Attachment D – Building Reports

## **Section 1 – Instructions: General Provisions**

### **Introduction**

This Solicitation is issued pursuant to ORS 279A, ORS 279C and the Oregon Department of Justice Model Rules Division 48. The term “City” throughout this document means City of St. Helens, the term “Food Bank” means Columbia Pacific Food Bank and the term “Consultant” or “Proposer” means an Architect, Engineer, Land Surveyor or provider of related services.

### **Informal Selection Procedure**

Pursuant to OAR 137-048-0210, City of St. Helens (City) shall use the Informal selection procedure described in this Solicitation to Contract with a Consultant.

### **Solicitation Review**

Proposers must carefully review this Solicitation document and are responsible for knowing and understanding all terms and conditions.

### **RFP Protest; Request for Change; Protest of Award**

Proposers are directed to the protest procedures set forth in OAR 137-048-0240.

### **Reservation of Rights**

City of St. Helens reserves the rights to: (a) amend this Solicitation; (b) to extend the deadline for submitting proposals; (c) to waive minor irregularities, informalities, or failures to conform to the Solicitation, if the City determines that such waiver is in the best interest of the City; (d) to award one or more contracts, by item or task, or groups of items or tasks, if so provided in this Solicitation and if multiple awards are determined by the City to be in the public interest; and (e) to reject, for good cause and without liability therefore, any and all proposals and to cancel this Solicitation at any time if such cancellation is deemed appropriate.

### **Additional Requirements**

Pursuant to OAR 137-048-0220(4)(a):

- a. The City reserves the right to seek clarifications of submitted Proposals, which may or may not affect the evaluation scoring criteria, and to negotiate a final Contract that is in the best interest of the City.
- b. Proposers responding to this Solicitation do so solely at their expense, and the City is not responsible for any Proposer expenses associated with the Solicitation;

### **Questions about RFP; Addenda**

Questions shall be submitted in writing only. Please send questions via email to the RFP Contact, Casey Wheeler, at [casey@cpfoodbank.org](mailto:casey@cpfoodbank.org). No other contact regarding this Solicitation process shall be permitted. Unauthorized contact regarding this Solicitation may subject the contacting Proposer’s proposal to rejection. Any addenda will be posted on the City’s Bids & RFPs page at <https://www.ci.st-helens.or.us/rfps>.

## Section 2 – Instructions: Statement of Work

### Introduction

City of St. Helens (City) is seeking Proposals from qualified firms for architectural and engineering services to renovate and repurpose an existing building that will be the site of the Columbia Pacific Food Bank (the “Project”).

### Project Overview

City of St. Helens has received a Community Development Block Grant (CDBG) for 1,500,000 from the State of Oregon’s Infrastructure Finance Authority (IFA) that will enable the renovation of a site that will serve as the Columbia Pacific Food Bank – the regional food bank for Columbia County and operates the food pantry for St. Helens. A CDBG Administrator has been hired to coordinate grant administration. The selected firm will coordinate between the City, the Food Bank, and the Grant Administrator.

Matching funds secured by the food bank are also included in the Project’s budget, as presented below:

- \$90,000 Architectural and Engineering†
- \$25,000 Permits†
- \$1,195,000 Construction\*

*†Includes other soft costs, such as agency review and permits*

*\*Construction comprises a number of items, such as site work, landscaping, finishes, lighting, mechanical systems, kitchen equipment, furnishings, etc.*

Constructed in the 1920s, the existing building (12,500 sf, single-story structure) was once an auto dealer, followed by a feed and seed store and is now vacant. The building is located at 1421 Columbia Boulevard.

The building is comprised of three sections. The front section will house the shopping style food pantry, offices, a commercial kitchen/training room, a meeting room and a bottle/can recycle room. The middle sections will contain the fresh produce pantry, a repack room and restrooms. The third section will be the warehouse including 20 x 24 cooler and freezer, warehouse racking, cleaning station, and equipment storage.

The new Food Bank will provide a location for the low income food distribution center for Columbia County and the St. Helens food pantry. Finally, the Food Bank will also provide space for additional activities that will benefit their clients.

As part of the CDBG application process, photos, reports and drawings were obtained and have been included as **Attachment D** to this RFP for reference.

### **Services Required**

The City is requesting proposals for complete Architectural/Engineering Services for the project. Construction is anticipated to begin as soon as construction bids are awarded and pre-construction meetings are completed (estimated at six to eight months), and construction work shall be competitively bid under a Design/Bid/Build procurement method.

### **Project Description**

Renovations and site improvement design/engineering will include, but are not limited to, the following:

1. Building
  - a. New/repared siding – less maintenance, increased moisture resistance
  - b. Increased insulation in exterior walls, ceiling and glazing
  - c. Installation of a building-wide vapor wrap
  - d. Installation of subarea vapor barrier
  - e. Improved building ventilation
  - f. Upgraded plumbing and electrical systems
  - g. Increased support for roof, and also resisting wind and seismic loads,as necessary
  - h. New HVAC (replace building’s existing mechanical systems with modern, energy efficient systems)
  - i. New energy efficient windows and exterior doors
  - j. New energy efficient lighting fixtures
  - k. Resurfacing/retexturing of existing drywall
  - l. Interior colors
  - m. New floor materials more suited to safety, keeping in mind ease of maintenance
  - n. Installation of data lines throughout the building to accommodate internet and VOIP phones
  - o. Installation of sprinkler and alarm systems
  - p. Removal of windows on upper back section and replaced with siding and sheet rock/insulation
  - q. Rear wall repair, siding, framing, insulation and sheet rock
2. Interior design including but not limited to:
  - a. Front Section
    - i. Shopping Style Food Pantry
      - a. Equipment shall include but is not limited to:
        - a. Multiple refrigerator/freezers
        - b. Shelving/Storage
        - c. Back access door large enough for pallet jack
        - d. Connecting doors to adjacent rooms
    - ii. Offices
      - a. Multiple desks/workstations/storage
      - b. Windows
      - c. Connecting doors to adjacent rooms

- d. Kitchenette with small sink
  - iii. Kitchen and Multipurpose Room
    - a. Equipment shall include but is not limited to:
      - a. Open burner range, exhaust hood, fan and ducting
      - b. Reach in refrigerators and freezer
      - c. Convection oven
      - d. Work tables for meal assembly
      - e. 3-compartment sink; required hand sinks; mop sink
      - f. dishwasher
      - g. Shelving
      - h. Connecting doors to adjacent rooms
  - iv. Conference Room and Office
    - a. Equipment shall include but is not limited to:
      - i. Work Station
      - ii. Multiple outlets for equipment
      - iii. AV hookups
      - iv. Storage
      - v. Connecting doors to adjacent rooms
  - v. Bottle Return/Recycling Room
    - a. Equipment shall include but is not limited to:
      - i. Outside overhead door
- b. Middle Section
- i. Produce Pantry
    - a. Equipment shall include but is not limited to:
      - i. Outside overhead door
      - ii. Back door large enough for pallet jack
      - iii. Remove windows in walls
  - ii. Bulk item Repack Room
    - a. Equipment shall include but is not limited to:
      - i. Door large enough for pallet jack
      - ii. Remove windows in walls
  - iii. ADA toilet rooms
- c. Rear Section
- i. Food storage
    - a. Equipment shall include but is not limited to:
      - i. Outside overhead door
      - ii. Utility Room with mop sink and washer/dryer
      - iii. 7' x 7' scale
      - iv. Pallet wrapper
      - v. Forklift/pallet jack charging station
      - vi. 20 x 24 walk-in cooler
      - vii. 20x 25 walk-in freezer
      - viii. Racking for dry goods
  - ii. Separate mechanical and janitorial storage areas
  - iii. Rear exit door for building

3. Exterior design
  - a. Parking facilities
    - i. Improve existing parking area along 14<sup>th</sup> Street
    - ii. Provide minimum of 6 standard striped parking spaces on 14<sup>th</sup> Street
    - iii. Restripe spaces along Columbia Blvd to maximize parking; additionally must include 1 -2 ADA parking spaces.
    - iv. Possible repairs to roofing, flashing and gutters

## **Description of Services**

Design Services shall include *Schematic Design; Design Development; Construction Documents* for permitting and bidding; *Bidding Assistance, Construction Administration and Oversight*; and warranty follow up for one year beyond substantial completion.

### **1. Design/Engineering**

- a. All designs shall be in compliance with the Oregon Structural Specialty Code and Oregon Energy Code requirements, and any other applicable Building Code requirements.
- b. Consultant shall provide the necessary Structural, Mechanical and Electrical engineering as required for any structural, mechanical, plumbing, fire system, and electrical work to be included in the scope of work.
- c. Consultant shall develop complete non-structural plans and specifications associated with the replacement of existing finishes. Plans could include, but are not limited to, floor plans; roof plans; exterior and interior elevations; and associated finish details and schedules.
- d. Consultant shall develop HVAC, Plumbing and Lighting plans as required for the repair or replacement of existing systems. Include complete engineering design and detailing for the restraint of non-structural building elements.

### **2. Construction**

- a. Construction Bidding
  - i. Provide the scope of work and technical specifications for the construction bid document.
  - ii. Assist City, Food Bank, and Grant Administrator in preparing a draft construction bid document and conducting a solicitation as required by Oregon's Public Contracting Code, City's Public Contracting Code, and any applicable CDBG requirements.
  - iii. Assist City, Food Bank, and Grant Administrator during the solicitation phase by attending a pre-bid meeting; responding to technical questions from contractors during the bidding process; developing written addenda, as needed; and reviewing bids and protests from contractors.
- b. Meetings
  - i. Consultant shall participate in a preliminary project kick-off meeting and physical design review presentations at completion of Schematic Design, completion of Design Development, and 50% Construction Document completion. Allow for 2 hours minimum for each design review session.
  - ii. Consultant shall set up and facilitate a preconstruction meeting.

- iii. Consultant shall participate in weekly meetings during construction; punch list walkthrough and follow-up; and a one-year warranty walk.
- c. Construction Administration and Oversight
  - i. Develop all construction documents required for a design/bid/build construction delivery method.
  - ii. Coordinate submittals to City, Food Bank, and Grant Administrator for all required project approvals.
  - iii. Obtain all necessary permits needed for project completion.
  - iv. Review contractor's submittals, shop drawings and material samples.
  - v. Respond to contractor's requests for clarification or information.
  - vi. Monitor project schedule.
  - vii. Verify certified pay requests.
  - viii. Review and process change orders for City, CDBG, and Grant Administrator approval.
  - ix. Provide oversight of contractor's performance and inspection of construction.
  - x. Provide project closeout services including punch list, final inspection and warranty review.
  - xi. Provide record "as-built" documents in both paper and electronic format at completion of the project.
  - xii. Monitor CDBG compliance; coordinate and communicate with City, Food Bank, and Grant Administrator

### **Anticipated Award and Contract Performance Schedule**

A performance schedule shall be included in the successful Consultant's Architect/Engineer Services Contract. It is anticipated that Consultant will develop a phased project schedule that incorporates Pre-design/Schematic Design; Design Development; Construction Document; Bidding; and Construction Administration. It is also anticipated that architectural drawings and engineering plans will be completed 6-8 weeks after the attached Contract is signed.

### **Compensation**

Compensation will be based on a firm fixed price with a total "not-to-exceed" amount, including direct reimbursable expenses. The amount of compensation will be negotiated with the highest ranked Proposer, following the steps outlined under *Section 4 – Evaluation & Selection*.

### **Project Delivery Method**

The project delivery method will be Design/Bid/Build.

### **Limitations; Conflicts of Interest**

Proposers are directed to OAR 137-048-0130(8)-(10)(b), which may limit or prohibit the selected Proposer's ability to provide additional services related to the Project, including construction services.

## **Section 3 – Proposal Content and Submission Requirements**

### **Introduction**

This section prescribes the mandatory submission format for the presentation of a Proposal in response to this Solicitation. The purpose of the submission format is to ensure uniformity of the information from each Proposer and to aid in a clear understanding and evaluation of each Proposal.

The Proposer and all firms, subsidiaries and individuals providing professional services shall be currently licensed to practice in each of their respective areas of professional expertise in the State of Oregon, and shall comply with all State of Oregon Architect and Professional Engineer licensure requirements.

### **Proposal Content**

Proposers must provide a reply to each of the following items. The Consultant Certification Form (see attachments) shall be completed and submitted as the cover of the Proposer's response. Provide a brief but concise response to each of the following criteria areas. Do not assume the City has any prior knowledge of the Proposer. Proposal response must be in the same order as presented below:

#### **a. OVERALL PROJECT UNDERSTANDING AND APPROACH**

- i. Describe the Proposer's knowledge and understanding of the Project and Services described in the Statement of Work Section;
- ii. Define the Proposer's approach to staffing and scheduling needs for the services;
- iii. Define proposed solutions to any perceived design and constructability issues;
- iv. Describe the design philosophy, if applicable, and approach to the services described in the Statement of Work Section.
- v. Provide an estimate of the amount of time needed to complete each major task and a preliminary schedule of major elements.

#### **b. EXPERIENCE**

- i. Describe the Proposer's availability and capability to perform the required services outlined in the Statement of Work Section;
- ii. Describe Proposer's and their sub-consultants demonstrated ability to successfully complete similar services on time and within budget, including whether or not there is a record of satisfactory performance under OAR 137-048-0120(2) (the City's or other public agency's record of Consultant's performance);
- iii. Describe Proposer's performance history, including but not limited to:
  - i. Quality of work
  - ii. Ability to meet schedules
  - iii. Cost control methods
  - iv. Contract administration practices
- iv. Describe your experience working within the framework and requirements of grant-funded projects, specifically CDBG-funded projects. Identify if the project(s) finished on schedule and within the budget;
- v. Provide the status of any required license or certification.

c. PERSONNEL

- i. List the Proposer's key staff to be assigned to the Project and describe their experience in providing similar services on comparable projects;
- ii. Describe the amount and type of resources, and list the number of experienced staff persons Proposer has available to perform the services described in the Statement of Work Section;
- iii. Show the recent, current and projected workloads of the staff and resources referenced above to be assigned to the Project;
- iv. Estimate the proportion of time that the key staff referenced above would spend on the services described in the Statement of Work Section.

d. SUB-CONSULTANTS

- i. List the sub-consultant(s) that would be retained, and their roles with the Project;
- ii. List the sub-consultant(s)' key staff, amount and type of resources, availability, current workload, and proportion of time Proposer estimates sub-consultant(s)' key staff to spend on the services described in the Statement of Work Section;
- iii. Describe the sub-consultant(s)' demonstrated ability to successfully complete similar services on time and within budget, including whether or not there is a record of satisfactory performance under OAR 137-048-0120(2) (the City's or other public agency's record of sub-consultant(s)' performance);
- iv. Describe sub-consultant(s)': Performance history in producing high quality work; meeting deadlines; controlling costs; and working within the framework and requirements of grant-funded projects, specifically CDBG-funded projects.

e. FAMILIARITY WITH PROJECT LOCATION

- i. Describe the Proposer's and sub-consultant(s)' familiarity with the physical location of the Project and the design and construction procedures specific to the Project area, including knowledge of local permitting procedures and regulations.

f. REFERENCES

- i. Provide at least three (3) references for projects of similar size and scope including client name; key contact's name, address, email, and phone number; and a brief description of the project. References for CDBG-funded projects preferred.

g. OPTIONAL INTERVIEWS

- i. The evaluation committee may elect to interview Proposer(s) if the evaluation committee considers it necessary or desirable. The interview process may be used to supplement and clarify the information contained in the Proposal(s).

**Cost Information**

Proposers will submit, in a **separate and sealed envelope**, ONE (1) PRINTED COPY EACH of the Proposer's proposed Billing Rate Schedule and Cost Estimate Breakdown to complete the services.

**Cost information WILL NOT be used as a part of the evaluation process.**

The Billing Rate Schedule must include the name, job classification and fully loaded hourly billing rate for each employee that may be used under the contract, including sub-consultant employees. The Cost Estimate Breakdown must include a detailed breakdown of the costs for each element of the work, including proposed staff assignments, job classifications and sub-consultants; hours per task and sub-task; and itemized direct non-labor costs, including reimbursable expenses.

The cost information requested will not be used as part of the evaluation process but is requested solely to enable a prompt beginning to the contract negotiation process.

After the *Notice of Intent to Award* has been issued, the cost information from the successful Proposer will be opened and reviewed by the City and the Food Bank. Upon the successful negotiation of a contract with the successful Proposer, the proposed cost information from all unsuccessful Proposers will be returned unopened.

### **Proposal Format and Submission**

Submit FIVE (5) COPIES of your written Proposal, as well as ONE (1) PDF format copy of your Proposal on a CD, DVD, or flash drive.

Submit ONE (1) ORIGINAL print copy each of your proposed Billing Rate Schedule and Cost Estimate Breakdown in a **separate and sealed envelope**. Cost information WILL NOT be used as a part of the evaluation process.

#### **DELIVER PROPOSAL TO:**

City of St. Helens  
Attention: Jennifer Dimsho  
265 Strand Street  
St. Helens, OR 97501

#### **MAIL PROPOSAL TO:**

City of St. Helens  
Attention: Jennifer Dimsho  
P.O. Box 278  
St. Helens, OR 97501

Proposals must be contained in a document not to exceed fifteen (15) double-sided 8 ½ x 11 pages including pictures, charts, graphs, tables and text the firm deems appropriate to be part of the review of the firm's Proposal. Resumes of key individuals proposed to be involved in the Project are exempted from the 15-page limit and should be appended to the end of your Proposal. No supplemental information to the 15-page Proposal will be allowed. Appended resumes of the proposed key individuals, along with a transmittal letter, table of contents, front and back covers, and blank section/numerical dividers, etc. will not be counted in the 15-page limit.

Information shall be presented in the same order as the above Proposal Content. The Proposal should be submitted in soft-bound (comb or spiral – no three-ring binders) format. The basic text information of the Proposal should be presented in standard business font size (minimum 10-point), and reasonable margins. Your Proposal must be signed by an officer of your firm with the authority to commit the firm.

**Telephone, facsimile, or electronically transmitted Proposals will not be accepted.  
Proposals received after the closing date and time will not be considered.**

## Section 4 – Evaluation & Selection

### Evaluation of Proposal

The evaluation committee will review, score and rank Proposals according to the evaluation criteria set forth in this Solicitation. Evaluation shall be in accordance with the subjective evaluation criteria defined below. The evaluation committee will consist of two representatives from the City, two representatives from the Food Bank, and the CDBG Administrator.

### Evaluation Criteria

The evaluation committee shall grade each Proposal by reviewing and evaluating the line items required to be submitted above. The following table indicates how the total points in the scoring shall be assigned by Proposal line item. Failure to meet minimum requirements for any individual item may disqualify the Proposal regardless of the total points scored for the other items.

<b>Proposal Content</b>	<b>Maximum Points</b>
Overall Project Understanding & Approach	15
Experience	20
Personnel	20
Sub-Consultants	15
Familiarity with Project Location & Permitting Processes	10
References	10
CDBG Experience	10
<b>Total</b>	<b>100</b>

### Interviews

- a. The evaluation committee may elect to interview Proposer(s) if the evaluation committee considers it necessary or desirable. The interview process will be used to supplement and clarify the information contained in the Proposal.
- b. Interviews, if conducted, will bear on the firms' rankings in the selection process.
- c. Percentage/points assigned during the initial evaluation process may be adjusted by the evaluation committee members, at their discretion, based upon findings from the interviews.
- d. Based upon the proposal scoring, as modified by the interview, and the results of reference checks, the firms will be given final ranking by the evaluation committee. The final ranking will be provided to the City and Food Bank for a final decision to award a contract.
- e. Particular details about interviews will be issued to those firms invited. Such interviews/presentations will be at the firm's expense.

## Selection

The evaluation committee shall provide to the City and CPFEB the results of the scoring and ranking for each Proposer. If the City does not cancel the RFP after it receives the results of the scoring and ranking for each Proposer, the City shall begin negotiating a Contract with the highest ranked Proposer. The City shall direct negotiations toward obtaining written agreement on:

- a. The Proposer's performance obligations and performance schedule;
- b. Payment methodology and a maximum amount payable to the Proposer for the Architectural and Engineering Services required under the Contract that is fair and reasonable to the City as determined solely by the City, taking into account the value, scope, complexity and nature of the Architectural and Engineering Services; and
- c. Any other provisions the City believes to be in the City's best interest to negotiate.

## Termination

The City shall, either orally or in writing, formally terminate negotiations with the highest ranked Proposer if the City and Proposer are unable for any reason to reach agreement on a Contract within a reasonable amount of time. The City may thereafter negotiate with the second ranked Proposer, and if necessary, with the third ranked Proposer, and so on, in accordance with section (6) of OAR 137-048-0210, until negotiations result in a Contract. If negotiations with any Proposer do not result in a Contract within a reasonable amount of time, the City may end the Solicitation and thereafter may proceed with a new informal Solicitation under OAR 137-048-0210 or proceed with a formal Solicitation under OAR 137-048-0220.

## Selection Process Milestones

The milestones for the selection process are set forth below. The dates are approximate but will be followed to the extent reasonably possible. The purpose of this schedule is for Proposers' information only. Required dates for submittals and any other activities are provided elsewhere in this Solicitation.

<u>Activity:</u>	<u>Completion Date</u>
Solicitation Document Available	May 8, 2019
Deadline for Questions	May 29, 2019 at 5:00 p.m.
Issue Addenda	May 31, 2019
Submit Proposals	June 12, 2019 at 4:00 p.m.
Identify Highest Ranked Proposer	June 19, 2019
Negotiate Contract	June 26, 2019
Notice of Intent to Award Contract	June 26, 2019
Deadline for Award Protests	7 days after Notice of Intent to Award at 12:00 p.m.
Contract Award	on or about July 17, 2019
Begin Services	on or about July 30, 2019

## Responsibility Evaluation

The City will investigate a Proposer's responsibility and will consider information obtained from any source as part of its evaluation, at any time prior to execution of the contract. Submission of a signed Proposal constitutes the Proposer's approval for the City to obtain any information the

City deems necessary to conduct the evaluation including, but not limited to, credit reports and information discovered during reference checks.

### **Project Contract**

The selected Proposer will be awarded a contract that substantially conforms to **Attachment B**. Before the contract can be approved, it must also be reviewed and approved by the Infrastructure Finance Authority to ensure compliance with CDBG requirements. Submittal of a Proposal indicates Proposer's agreement with the terms of the attached contract. Any open terms in the attached contract will be completed, based upon awardee's Proposal. The Contract requires that the selected firm comply with all applicable federal and state laws, rules and regulations.

## **Section 5 – Additional Architect/Engineer Contract Requirements**

### **Incorporation of CDBG Grant Contract; Required Federal Contract Clauses**

This Contract shall be subject to all provisions, requirements, and conditions of CDBG Grant Contract Number C18005 and the Community Development Block Grant Management Handbook, which are incorporated herein by this reference. **Attachment C** of this RFP includes the required federal contract clauses: *Exhibit 5E – Grant award exceeds \$100,000 Non-Construction Contracts and Exhibit 5C – Section 3 Summary Report from HUD 60002*. In the event that any term or provision of this Contract conflicts with CDBG Grant Contract Number C16009, the terms of the Grant Contract shall control.

### **Certification of Compliance with Tax Laws**

By submission of your Proposal, the signatory (a duly authorized representative of the submitting firm) must certify that the firm is not, to the best of their knowledge, in violation of any Oregon tax law. For purpose of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620.

## **Section 6 – Attachments**

### **Attachment A – Consultant Certification Form**

### **Attachment B – Draft Architect/Engineering Services Contract**

### **Attachment C – Required Federal Contract Clauses**

Exhibit 5C – Section 3 Summary Report from HUD 60002

Exhibit 5E – Grant Award Exceeds \$100,000 Non-Construction Contracts

### **Attachment D – Building Reports**

**CONSULTANT CERTIFICATION FORM**

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(Consultant)

---

(Physical Address)

---

(City, State, Zip)

1. The Consultant certifies that he or she has read and understands the terms and conditions of all documents pertaining to this RFP.
2. The Consultant acknowledges that he or she that signs this Certification is fully authorized to sign on behalf of the Consultant listed and to fully bind the Consultant listed to all conditions and provisions thereof.
3. The Consultant certifies that Consultant has complied or will comply with all requirements of local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this RFP.
4. The Consultant is registered with the Oregon State Board of Architect Examiners (ORBAE); Oregon State Board of Examiners for Engineering and Land Surveying (OSBEELS); Construction Contractors Board of Oregon (CCB); and/or Landscape Contractors Board of Oregon (LCB), if required.

License Number \_\_\_\_\_ Licensing Agency \_\_\_\_\_

5. The Consultant, pursuant to ORS 279A.120 (1), (**check one**) is \_\_\_\_\_ / is not \_\_\_ a resident Bidder. If not, indicate State of residency \_\_\_\_\_.
6. The Consultant certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise in obtaining any required subcontracts.
7. The Consultant hereby certifies that to the best of Consultant's knowledge, s/he is in compliance with all Oregon Tax laws described in ORS 305.380(4).

Federal Tax ID \_\_\_\_\_ Oregon Tax ID \_\_\_\_\_

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Signature: \_\_\_\_\_

Name \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_

(print/type)

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

Email

Address: \_\_\_\_\_

\_\_\_\_\_

## PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT (this "Agreement") is made and entered into by and between the **City of St. Helens** (the "City"), an Oregon municipal corporation, and \_\_\_\_\_ ("Contractor").

### RECITALS

**A.** The City is in need of consulting services to \_\_\_\_\_, and Contractor is qualified and prepared to provide such services.

**B.** The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.

### AGREEMENT

**1. Engagement.** The City hereby engages Contractor to provide services ("Services") related to \_\_\_\_\_, and Contractor accepts such engagement. The principal contact for Contractor shall be \_\_\_\_\_, phone \_\_\_\_\_.

**2. Scope of Work.** The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in Attachment A attached hereto and incorporated herein by reference.

**3. Term.** Subject to the termination provisions of Section 11 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on \_\_\_\_\_. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

**4. Compensation.** The terms of compensation for the initial term shall be as provided in Attachment C.

#### **5. Payment.**

**5.1** The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Attachment C, except that the hourly fee shall include all local travel, local telephone expense, computer expense, and routine document copying. Reimbursable expenses shall be billed at cost without markup and shall include travel and related expenses in compliance with the City's travel and expense policy, reproduction of documents or reports with prior written approval, and long-distance telephone expenses. Contractor's cost for approved sub-consultants may be marked up a maximum of five percent (5%) by Contractor for management and handling expenses.

**5.2** Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the City. Following

approval by the City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Contractor of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.

**5.3** The City may suspend or withhold payments if Contractor fails to comply with requirements of this Agreement.

**5.4** Contractor is engaged by the City as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor shall not be entitled to any benefits that are provided by the City to City employees.

**5.5** Any provision of this Agreement that is held by a court to create an obligation that violates the debt limitation provision of Article XI, Section 9 of the Oregon Constitution shall be void. The City's obligation to make payments under this Agreement is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565.

**6. Document Ownership.** Upon acceptance of the Services and payment for such Services by the City, all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of the City under this Agreement shall become the property of the City. Any reuse or alteration of any work produced under this Agreement, except as contemplated herein, shall be at the City's sole risk.

**7. Notices.** All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

**CITY:** City of St. Helens  
Attn: City Administrator  
PO Box 278  
St. Helens OR 97051

**CONTRACTOR:** \_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

When so addressed, such notices, bills and payments shall be deemed given upon deposit in the United States mail, postage-prepaid.

**8. Standard of Care.** Contractor shall comply with applicable standards of professional care in the performance of the Services. Contractor shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the project.

**9. Consequential Damages.** Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused

by either party's breach of contract, willful misconduct, negligent act or omission, or other wrongful act.

**10. Insurance.**

**10.1** At all times during the term of this Agreement, Contractor shall carry, maintain and keep in full force and effect a policy or policies of insurance as specified in Attachment B attached hereto and incorporated herein by reference.

**10.2** All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days' prior written notice to the City. Contractor agrees that it will not cancel or reduce said insurance coverage.

**10.3** Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon. If the City procures such insurance, the City shall retain any cost incurred for same from moneys due Contractor hereunder.

**10.4** At all times during the term of this Agreement, Contractor shall maintain on file with the City a Certificate of Insurance or a copy of actual policies acceptable to the City showing that the aforesaid policies are in effect in the required amounts. The policies shall contain an endorsement naming the City, its officers, employees and agents, as additional insureds (except for the professional liability and workers' compensation insurance).

**10.5** The insurance provided by Contractor shall be primary to any coverage available to the City. The insurance policies (other than workers' compensation) shall include provisions for waiver of subrogation. Contractor shall be responsible for any deductible amounts outlined in such policies.

**11. Termination.** Either party may terminate this Agreement upon seven (7) days' written notice if one of the following occurs: (a) the other party fails to substantially perform in accordance with the terms of this Agreement; or (b) the City, in its sole discretion, decides to abandon the project. If either party terminates this Agreement, Contractor shall receive compensation only for Services actually performed up to the date of termination.

**12. No Third-Party Rights.** This Agreement shall not create any rights in or inure to the benefit of any parties other than the City and Contractor.

**13. Modification.** Any modification of the provisions of this Agreement shall be set forth in writing and signed by the parties.

**14. Waiver.** A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

**15. Indemnification.** Contractor and the officers, employees, agents and subcontractors of Contractor are not agents of the City, as those terms are used in ORS 30.265. Contractor shall defend, indemnify and hold harmless the City and its officers, employees, elected officials, volunteers and agents from any and all claims for injury to any person or damage to property caused by the negligence or other wrongful acts, omissions, or willful misconduct of Contractor or officers, employees, agents, or subcontractors of Contractor.

Contractor shall not be responsible for claims caused by the negligence or other wrongful acts or omissions of the City or the City's officers, employees, or agents.

**16. Governing Laws.** This Agreement shall be governed by the laws of the State of Oregon. Venue shall be in the Circuit Court for Columbia County, Oregon.

**17. Compliance with Law.**

**17.1** Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.

**17.2** Contractor shall comply with applicable provisions of ORS 279B.020, 279B.220, 279B.225, 279B.230 and 279B.235. Pursuant to ORS 279B.235, any person employed by Contractor who performs Services shall be paid at least time and a half pay for all overtime in excess of forty (40) hours in any one (1) week, except for persons who are excluded or exempt from overtime pay under ORS 653.010 through 653.261 or under 29 USC Sections 201 through 209.

**17.3** Contractor is a "subject employer," as defined in ORS 656.005, and shall comply with ORS 656.017.

**17.4** Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, physical or mental disability, or disabled veteran or veteran status in violation of state or federal laws.

**17.5** Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement. [Business License No. \_\_\_\_\_]

**18. Confidentiality.** Contractor shall maintain the confidentiality, both external and internal, of that confidential information to which it is exposed by reason of this Agreement. Contractor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality.

**19. Publicity.** Contractor shall not use any data, pictures, or other representations of the City in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from the City.

**20. Succession.** This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties' partners, successors, executors, administrators and assigns.

**21. Assignment.** This Agreement shall not be assigned by Contractor without the express written consent of the City. Contractor shall not assign Contractor's interest in this Agreement or enter into subcontracts for any part of the Services without the prior written consent of the City.

**22. Default.**

**22.1** A party will be in default under this Agreement if that party fails to comply with any provision of this Agreement within ten (10) days after the other party gives

written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the ten (10)-day period, a default will not occur if the party receiving the notice diligently begins curative action within the ten (10)-day period and proceeds to cure the breach as soon as practicable.

**22.2** Notwithstanding Subsection 22.1, the City may declare a default immediately by written notice to Contractor if Contractor intentionally or repeatedly breaches material provisions of this Agreement or if Contractor's breach of contract creates unreasonable risk of injury to any person or damage to property.

**22.3** Should a dispute arise between the parties to this Agreement, it is agreed that such dispute will be submitted to a mediator prior to any litigation. The parties shall exercise good-faith efforts to select a mediator who shall be compensated equally by both parties. Mediation shall be conducted in St. Helens, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good-faith efforts to resolve disputes covered by this section through the mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, a mediator shall be appointed by the presiding judge of the Circuit Court of the State of Oregon for Columbia County upon request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this section. Nothing in this section shall preclude a party from seeking equitable relief to enjoin a violation of this Agreement.

**22.4** If a default occurs, the party injured by the default may terminate this Agreement and enforce any remedies available under Oregon law. Litigation shall be conducted in the Circuit Court of the State of Oregon for Columbia County. Litigation initiated by the City must be authorized by the St. Helens City Council.

**23. Attorney Fees.** If legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred herein at trial and on appeal.

**24. Inspection and Audit by the City.**

**24.1** Services provided by Contractor and Contractor's performance data, financial records, and other similar documents and records of Contractor that pertain, or may pertain, to the Services under this Agreement shall be open for inspection by the City or its agents at any reasonable time during business hours. Upon request, copies of records or documents shall be provided to the City free of charge.

**24.2** The City shall have the right to inspect and audit Contractor's financial records pertaining to the Services under this Agreement at any time during the term of this Agreement or within two (2) years following the termination of this Agreement.

**24.3** This Section 24 is not intended to limit the right of the City to make inspections or audits as provided by law or administrative rule.

**25. Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the Services described herein.

**26. Severance.** If any provision of this Agreement is held to be invalid, it will not affect the validity of any other provision. This Agreement will be construed as if the invalid provision had never been included.

**IN WITNESS WHEREOF,** the City has caused this Agreement to be executed in duplicate originals by its duly authorized undersigned agents, and Contractor has executed this Agreement on the date written below.

**CITY:**

**CONTRACTOR:**

**CITY OF ST. HELENS**

Council Meeting Date: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

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

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

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

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

**ATTACHMENT A**  
**Request for Proposals (RFP) & Selected Proposal**

**ATTACHMENT B  
INSURANCE REQUIREMENTS**

Contractor and its subcontractors shall maintain insurance acceptable to the City in full force and effect throughout the term of this Contract.

It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
<b>General Liability</b>	Each occurrence	\$1,000,000	YES/NO
	General Aggregate	\$2,000,000	
	Products/Comp Ops Aggregate	\$2,000,000	
	Personal and Advertising Injury	\$1,000,000 w/umbrella or \$1,500,000 w/o umbrella	
Please indicate if Claims Made or Occurrence			
<b>Automobile Liability</b>	Combined Single – covering any vehicle used on City business	\$2,000,000	YES/NO
<b>Workers' Compensation</b>	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		YES/NO
<b>Professional Liability</b>	Per occurrence	\$500,000 or per contract	YES/NO
	Annual Aggregate	\$500,000 or per contract	

Contractor's general liability and automobile liability insurance must be evidenced by certificates from the insurers. The policies shall name the City, its officers, agents and employees, as additional insureds and shall provide the City with a thirty (30)-day notice of cancellation.

Workers' compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured, but must list the City as a certificate holder and provide a thirty (30)-day notice of cancellation to the City.

Certificates of Insurance shall be forwarded to:

City Administrator  
City of St. Helens  
P.O. Box 278  
St. Helens, OR 97051

Contractor agrees to deposit with the City, at the time the executed Contract is returned, Certificates of Insurance and Binders of Insurance if the policy is new or has expired, sufficient to satisfy the City that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the City during the entire term of this Contract. Such certificates and/or binders must be delivered prior to commencement of the Work.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this Contract.

**ATTACHMENT C**  
**Terms of Compensation**



**Part II: Contracts Awarded**

1. Construction Contracts:

A. Total dollar amount of all contracts awarded on the project	\$
B. Total dollar amount of contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving contracts	

2. Non-Construction Contracts:

A. Total dollar amount all non-construction contracts awarded on the project/activity	\$
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving non-construction contracts	

**Part III: Summary**

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- Other; describe below.

Public reporting for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, mandates that the Department ensures that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very-low income persons, particularly those who are recipients of government assistance housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as self-monitoring tool. The data is entered into a database and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

Form HUD-60002, **Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Persons.**

**Instructions:** This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any **public and Indian housing programs** that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to **recipients of housing and community development assistance in excess of \$200,000** expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to **contracts and subcontracts in excess of \$100,000** awarded in connection with the Section-3-covered activity.

Form HUD-60002 has three parts, which are to be completed for all programs covered by Section 3. Part I relates to **employment and training**. The recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E and F). Part II of the form relates to **contracting**, and Part III summarizes recipients' **efforts** to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons.\* A recipient of Section 3 covered assistance shall submit one copy of this report to HUD Headquarters, Office of Fair Housing and Equal Opportunity. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10 and, if the project ends before December 31, within 10 days of project completion. **Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.**

- HUD Field Office: Enter the Field Office name .
1. Recipient: Enter the name and address of the recipient submitting this report.
  2. Federal Identification: Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.
  3. Dollar Amount of Award: Enter the dollar amount, rounded to the nearest dollar, received by the recipient.
  - 4 & 5. Contact Person/Phone: Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.
  6. Reporting Period: Indicate the time period (months and year) this report covers.
  7. Date Report Submitted: Enter the appropriate date.

8. Program Code: Enter the appropriate program code as listed at the bottom of the page.
9. Program Name: Enter the name of HUD Program corresponding with the "Program Code" in number 8.

**Part I: Employment and Training Opportunities**

**Column A:** Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e. supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

**Column B: (Mandatory Field)** Enter the number of new hires for each category of workers identified in **Column A** in connection with this award. New hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

**Column C: (Mandatory Field)** Enter the number of Section 3 new hires for each category of workers identified in **Column A** in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

**Column D:** Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

**Column E:** Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

**Column F: (Mandatory Field)** Enter the number of Section 3 residents that were trained in connection with this award.

Part II: Contract Opportunities

**Block 1: Construction Contracts**

**Item A:** Enter the total dollar amount of all contracts awarded on the project/program.

**Item B:** Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

**Item C:** Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

**Item D:** Enter the number of Section 3 businesses receiving awards.

**Block 2: Non-Construction Contracts**

**Item A:** Enter the total dollar amount of all contracts awarded on the project/program.

**Item B:** Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

**Item C:** Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

**Item D:** Enter the number of Section 3 businesses receiving awards.

**Part III: Summary of Efforts – Self -explanatory**

Submit one (1) copy of this report to the HUD Headquarters Office of Fair Housing and Equal Opportunity, at the same time the performance report is submitted to the program office. The Section 3 report is submitted by January 10. Include only contracts executed during the period specified in item 8. PHAs/IHAs are to report all contracts/subcontracts.

\* The terms "low-income persons" and very low-income persons" have the same meanings given the terms in section 3 (b) (2) of the United States Housing Act of 1937. **Low-income persons** mean families (including single persons) whose incomes do not exceed 80 percent of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that

The Secretary may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the Secretary's findings such that variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families. **Very low-income persons** mean low-income families (including single persons) whose incomes do not exceed 50 percent of the median family income area, as determined by the Secretary with adjustments or smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

## Required Federal Contract Clauses

Use for **Non-Construction Contracts** Where the Grant Award Exceeds \$100,000

### 1. Source of Funds

“Work under this contract will be funded [in part/in its entirety] with federal grant funds from the Oregon Community Development Block Grant program.”

### 2. Conflict of Interest

No employee, agent, consultant, officer, elected official or appointed official of the city or county grant recipient or any of its sub-recipients (sub-grantees) receiving CDBG funds who exercise or have exercised any functions or responsibilities with respect to CDBG activities who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity or have an interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom that have family or business ties, during their tenure or for one year thereafter, in accordance with 24 CFR Part 570.489(h).

### 3. Minority, Women and Emerging Small Business (*Instruction: Include if contract is \$10,000 or more*)

Before the final payment to Contractor is made, Contractor shall submit the attached “Minority, Women and Emerging Small Business Activity Report”.

### 4. Section 3 - Economic Opportunities for Low- and Very Low-Income Persons (This clause is applicable only if the Community Development Block Grant exceeds \$100,000 the funded activity leads to construction i.e. engineering, program management etc.)

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations in 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR part 135.
- F. Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

5. Prohibition on the Use of Federal Funds for Lobbying

As evidenced by execution of this contract, Contractor certifies, to the best of their knowledge and belief that:

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed (Contractor) \_\_\_\_\_

Title / Firm \_\_\_\_\_

Date \_\_\_\_\_

## Activity Report

### Minority Women and Emerging Small Business

The **report** on the following page is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of \$10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities); Urban Development Action Grants; Housing Development Grants; Multi-family Insured and Noninsured; Public and Indian Housing Authorities; and contracts entered into by recipients of CDBG rehabilitation assistance.

Contracts / subcontracts of less than \$10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.

This form has been modified to capture Section 3 contract data in columns 7g and 7i. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. Recipients using this form to report Section 3 contract data must also use Part I of form HUD 60002 to report employment and training opportunities data. Form HUD 2516 is to be completed for public and Indian housing and most community development programs. Form HUD 60002 is to be completed by all other HUD programs including State administered community development programs covered under Section 3.

A Section 3 contractor / subcontractor is a business concern that provides economic opportunities to low- and very low-income residents of the metropolitan area (or non-metropolitan county), including a business concern that is 51 percent or more owned by low- or very low-income residents; employs a substantial number of low- or very low-income residents; or provides subcontracting or business development opportunities to businesses owned by low- or very low-income residents. Low- and very low-income residents include participants in Youthbuild programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act.

The terms “low-income persons” and “very low-income persons” have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families. Very low-income persons means low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of unusually high or low family incomes.

1. Grantee/Project Owner/Developer/Sponsor/Builder/Agency					2. Location (City, State, ZIP Code)								
3a. Name of Contact Person			3b. Phone Number (Including Area Code)			6. Date Submitted							
See Explanation of Codes below													
<b>7a.</b>	<b>7b.</b>	<b>7c.</b>	<b>7d.</b>	<b>7e.</b>	<b>7f.</b>	<b>7g.</b>	<b>7h.</b>	<b>7i.</b>	<b>7j.</b>				
									Name	Street	City	State	Zip Code

<p style="text-align: center;"><b>7c. Type of Trade Codes:</b></p> <p>1 = New Construction      6 = Professional                  2 = Substantial Rehabilitation      7 = Tenant Services                  3 = Repair      8 = Education / Training                  4 = Service      9 = Architectural / Engineering Appraisal                  5 = Project Management      0 = Other</p>	<p style="text-align: center;"><b>7d. Racial / Ethnic Codes:</b></p> <p>1 = White Americans      4 = Hispanic Americans                  2 = Black Americans      5 = Asian / Pacific Americans                  3 = Native Americans      6 = Hasidic Jews</p>
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## Activity Report

### Explanation of Codes

**1. Grantee:** Enter the name of the unit of government submitting this report.

**3. Contact Person:** Enter name and phone of person responsible for maintaining and submitting contract / subcontract data.

**7a. Grant Number:** Enter the HUD Community Development Block Grant Identification Number (with dashes). For example: B-32-MC-25-0034. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.

**7b. Amount of Contract / Subcontract:** Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number was provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.

**7c. Type of Trade:** Enter the numeric codes (see table below) which best indicates the contractor's / subcontractor's service. If subcontractor ID number was provided in 7f, the type of trade code would be for the subcontractor only and not for the prime contractor. The "other" category includes supply, professional services and all other activities except construction and education / training activities.

**7d. Business Racial / Ethnic Code:** Enter the numeric code (see table below) which indicates the racial / ethnic character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial / ethnic category, enter the code that seems most appropriate. If the subcontractor ID number was provided, the code would apply to the subcontractor and not to the prime contractor.

**7e. Woman Owned Business:** Enter Yes or No.

**7f. Contractor Identification (ID) Number:** Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract / subcontract awarded.

**7g. Section 3 Contractor:** Enter Yes or No.

**7h. Subcontractor Identification (ID) Number:** Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.

**7i. Section 3 Contractor:** Enter Yes or No.

**7j. Contractor / Subcontractor Name and Address:** Enter this information for each firm receiving contract / subcontract activity only one time on each report for each firm.

Columbia Pacific Food Bank

# Attachment D

Columbia River Food Bank  
4-25-2019

## **STRUCTURAL OVERVIEW & SUMMARY**

### **1. Structural Summary From a Current Building Code Perspective**

The property located at 1421 Columbia Blvd., in St. Helens, Oregon, is currently a mixed-use building, that belongs to Occupancy Groups M & S-2 (Mercantile and Storage 2) and is currently being technically assessed for a proposed change of occupancy to Groups B & S-2 (Business and Storage 2). Regardless of which of the subcategories of the above mixed occupancy groups is being referred to within this assessment, they all fall within ASCE 34 Occupancy Category II. Also, due to the complexities of the built environment, mixed use of materials, and the limited information available regarding the construction of newer features within and around the building, it is difficult to categorize precisely what standards it meets relative to our current building code.

Section 3404.3 of the applicable 2014 Oregon Structural Specialty Code (OSSC) titled Existing Structural Elements Carrying Gravity Load, requires strengthening if loads are increased by more than 5% or further analysis if the strength of the structure is reduced by more than 5%. Section 3404.4, Existing Structural Elements Carrying Lateral Load, requires that structural elements meet the requirements of the current code for new structures if any alteration increases lateral loading or decreases the capacity.

Based on these code sections structural improvements are not necessarily required. However, for the owner, consideration of some basic upgrades would be recommended. Section 3404.5 addresses voluntary seismic improvements that may be considered in an attempt to improve building performance or safety during a seismic event.

### **2. Structural Summary From a Practical Perspective**

After the first of multiple physical site visits, it became apparent that the building will require some degree of structural alterations. Regardless of how much of the building's gravity load is being proposed for change, or designated for mercantile, storage, or business purposes, based on its current condition, it should be thoroughly structurally analyzed and improved. The level to which it is improved will be determined by the owner based on this analysis.

The site and building is sectioned into three distinct zones, or bays, which are clearly marked on the attached key plan in Appendix 2; for the sake of consistency within this report, we will refer to them as Zones 1, 2, & 3, the mercantile portion, dry storage area, and outdoor equipment storage area, respectively. The structural elements, including, but not limited to, the foundation, the roof, and the wall systems, vary within and among each zone. The building is a hybrid of wall systems; the most prominent of the wall systems is comprised of varying heavy timber (post & beam) wood framing members, combined with unreinforced masonry (CMU or Structural Clay Tile). Many of the walls would benefit from reinforcement laterally. A reoccurring note in our site assessment is that we determined steel connectors are needed, but are not found where the CMU walls meet the columns or posts. Other issues for seismic risk are apparent in the lack of consistencies and connections in general within the framing; several headers over door openings and window frames are unattached to the CMU, or the connections cannot be identified. In other areas, moisture from insufficient barriers and lack of weather-proofing has caused some crucial structural elements, such as columns and

rafters to begin rotting. Without proper lateral restraints and replacement framing members, this building is likely vulnerable to have considerable damage during a major seismic event.

This does not constitute an all-inclusive structural assessment of the building as many elements are not accessible. Rather it is a general observation and assessment to provide our professional opinion regarding the condition relative to current code requirements. No structural members were analyzed, tested, or thoroughly inspected. The following sections address specific structural issues that were noted or that are typical structural concerns with older buildings such as this.

#### (A) Unsupported Walls & Beams

During our site visits, we observed that some of the walls are in need of reinforcement laterally. There are multiple walls where no steel connectors are present. For instance, no apparent connection to the CMU/Clay Tile can be identified. Additionally, beams & columns should be attached with proper angles and bolts. This can be found in the notes on the Key Plan of the building and is most common on the far the West and South walls within the west wing of Bay 3. There is a section in the CMU wall where the ledger does have bolts; however, the total number of bolts needs to be increased in the



ledger connected to the CMU wall. The current girt wall, located on the South Side of Bay 3, should be reframed completely; additional x-bracing framing members need to be added between columns and sheathing. In addition, the attachment of wood beam and column framing with steel angles & bolts, are recommended for the CMU walls in Bay 2; please reference the structural keynotes on the Key Plan of existing conditions of the building for more specific notes about the location of these noted areas mentioned above.

In general, if any parts of an existing wall are modified, we recommend installation of a wood stud wall sheathed with plywood and proper fasteners to help compensate for structural deficiencies. Also, in any case it is recommended that the column cap connections on all beams throughout should have steel “T” Straps bolted to both framing members.

It became apparent during the assessment that several new penetrations in the exterior load bearing walls were added for the installation of a large sliding door on the East side of Bay 2, as well as the addition of a garage door on the Columbia Blvd. side of the front façade of the building in Bay 1. The concrete headers over each of these new penetrations in the walls were both noted to pose a potential seismic risk, due to the absence of a connection from the headers to their adjacent walls.

#### (B) Rotting Structural Members due to Water Intrusion

Two major areas for concern are in Bay 3; at the outermost corners of the bay, which also happen to be the most outermost corners of the entire structure. The column at the SE corner of the building is rotting due to water intrusion; also rotting, is the barge rafter and adjacent column, against the CMU wall, at the SW corner of the building. Any columns, rafters, or other framing members found to be rotting, will need to be replaced.

### (C) Vulnerability of Glazing

Throughout the building multiple glazing is found on many of the walls, both interior to exterior and within interior walls. The entire wall separating Bay 2 and Bay 3 consists of repeating 54" wide glass windows below a bay of clerestory windows. The entire run of windows at the lower level of the wall, contain broken glass or are inaccessible because they have been boarded up. If operable windows are desired in this location, these windows should be replaced along with the framing. The upper level clerestory windows which remain unbroken are vulnerable based on a different assessment; these windows are much larger in size and in span, and do not have the proper framing support they require. They are susceptible to out of plane wind load, and reframing should be considered for the entire span of the clerestory windows at this wall.



Other windows at the property are cause for concern; in particular, the older windows often have decaying wood framing, at the Eastside of the building. Many of these windows are boarded from the interior or have had sheathing applied to them and should be replaced with newer windows if intended to be operable.

### (D) Vulnerability of Masonry Elements & CMU



Unreinforced masonry, Concrete Masonry Units, Structural Clay Tile, and brick veneer are present throughout the building. These could pose a safety concern during a seismic event. Unreinforced masonry is very vulnerable to structural failure in an earthquake due to its relatively heavy mass and lack of structural integrity as a system. Adjacent to the South wall, in Bay 2, are two original boiler chimneys, which appear to be constructed from unreinforced brick. The chimneys should be restrained or even removed entirely to eliminate the risk associated with falling brick. Another vulnerable masonry element which should be considered, are the CMU walls, which are present throughout the property, and in some cases are broken in areas where they have encountered impact from unknown sources. The main wall that separates Bay 2 from Bay 3 is composed of Structural Clay Tile walls and infill, and should have the addition of a new wood brace frame system to help compensate for any structural deficiencies; consideration of replacing the wall entirely with new wood brace framing systems, with plywood sheathing, is just one of many options.

### (E) Mechanical, Plumbing, & Electrical Fixtures

Current code regulations for new buildings require that all new mechanical, plumbing, and electrical (MP & E) equipment be designed to withstand earthquake forces. It is difficult to speculate what, if any, seismic forces were considered when installing and designing the MP&E equipment that is currently being used in the building. Some of the fixtures were inaccessible during our survey as they were blocked by equipment storage. From our walk through, much of the MP&E equipment is likely not sufficiently braced to resist seismic forces. Many studies have shown that the majority of injuries caused during seismic activity are a result of inadequate support of these systems.

### (F) General Structural Remarks and Misc. Observations

Throughout the entirety of the building, crucial points of connection within the framing system are considered to be insufficiently satisfactory in regards to current codes and standards. Reinforcement to all column cap connections at all beams is recommended, with steel "T" Straps bolted to both members. In general, proper weatherproofing is a concern, and all existing issues will need to be addressed in the next development phase.

### (G) Qualifying Statement

While some options for basic improvements have been discussed, these options will improve the performance but not guarantee that damage or failure will not occur. This does not constitute a thorough structural assessment of the entire building. Rather it is a general observation and assessment to provide our professional opinion regarding the condition of the building from a fully functional standpoint and relative to the current code requirements.

### (H) Roof System

The roof was not accessed in this property assessment. However, based on information the owner provided, the roof is single-ply, and is approximately 15 years old. It should be in good condition currently, however, consideration of including the replacement of the roof should be included in the construction budget pending formal evaluation of the roof. Weatherproofing will also need to be addressed and any integrity issues will need to be rectified regardless of the condition of the roof. No leaks or penetrations were observed in the roof during multiple site visits, some of which were during significant downpours.

A non-structural gable style roof feature on the front, at the North side) of the building over the garage entrance door, will need to be removed.



## ARCHITECTURAL OVERVIEW & SUMMARY

### 3. Architectural Summary - Building Code & Practical Perspective

#### (A) Existing Occupancy

Currently, the property located at 1421 Columbia Blvd., in St. Helens, Oregon, is comprised of two separate Occupants, Columbia Electric Feed and Seed & DJ's Hair Design. Columbia Electric Feed & Seed is the current owner of the property and DJ's Hair Design is a temporary lessee of the non-permanent wood structure within Bay 1, located at the NW corner of the mercantile portion of the building. Each Occupant on the property conducts the majority of their business on a daily basis in the mercantile portion of the building, also referred to as Bay 1.

The existing building is a single-story building, of 11,941 S.F., on the 0.28-acre parcel of land. Because we are assessing for alterations to the existing conditions of the building, for the purposes of this assessment, we are categorizing this building as currently mixed use within Bay 1, is currently classified as Occupancy Group M & S-2 (Mercantile & Storage 2), and Bays 2 & 3 are classified as belonging to Occupancy Group S-2 (Storage 2).

#### (B) Change of Occupancy

OSSC Section 3408 – Change of Occupancy states:

*“Subject to the approval of the building official, the use or occupancy of existing buildings shall be permitted to be changed and the building is allowed to be occupied for the purposes in other groups without conforming to all the requirements of this code for those groups, provided the new or proposed use is less hazardous, based on life and fire risk than the existing use”.*

This is particularly important to note, as essentially, the code allows for a Change in Occupancy of an existing building, without having to fix all the noncompliant items of the new Occupancy as long as the building official determines that the new Occupancy is less hazardous than the existing Occupancy. In this case, it would be contingent, for us to provide a proposal to the building official to support this. The intended new functions of the property will determine any applicable changes in the Occupancy type of the property, as proposed by Columbia Pacific Food Bank. Based on the information provided by the Columbia Pacific Food Bank, the intended new uses of the building will create two different Occupancy classifications of this multi-use site, an area designated for Group B and the remaining area to be designated for Group S-2.

OSSC Section 304.1 – Business Group B is defined as: *“Business Group B occupancy includes, among others, the use of a building or structure, or a portion thereof, for office, professional or service-type transactions, including storage of records, and accounts.*

OSSC Section 311.3 – Low-hazard storage, Group S-2 is defined as: *“Low-hazard storage, Group S-2, includes, among others, buildings used for the storage of noncombustible materials such as products on wood pallets or in paper cartons with or without single thickness divisions; or in paper wrappings... Storage uses shall include, but not be limited to, storage of...”* This section goes on to outline the following items as materials permitted to be stored within Occupancy Group S-2:

Beverages, dairy Products, food products, foods in noncombustible containers, fresh fruits and vegetables in non-plastic trays or containers, frozen foods, glass, glass bottles, empty or filled with noncombustible liquids, and meats.

The exact location and amount of square footage, within the building to be designated to the Occupancy Group B (Business), will determine the required amount of changes to ensure code compliancy. Based on the facility assessment, the (B) area will most likely be located somewhere within Bay 1. The remaining sections of Bay 1, not designated as part of this Occupancy Group, will be classified Occupancy Group S-2 (Storage 2). In addition to the area deemed as part of the S-2 Group within Bay 1, both of the remaining Bays, 2 & 3, will be continued to be used and classified as Occupancy Group S-2 (Storage 2). The greater the area designated for use specifically for Occupancy Group B, will increase the amount of changes required to satisfy code requirements; this is also the case from a budgetary standpoint. The more space that is designated for this, the more changes will be required, ultimately resulting in the need for a higher construction budget.

With the above new classifications of Occupancy types as outlined above, there may be specific items noted in our facility assessment that a building official may not require the future owner to update to become code compliant. However, regardless if any of these said items are not required to be updated for code compliancy, from a practical perspective, we would likely recommend that the new owner considers making improvements to the property, that go beyond the code requirements.

#### (C) Construction Type

The building Construction Type is VB; it is an existing building with multiple combustible construction types. The majorities of the walls are comprised of post and beam wood frame construction with CMU & structural clay tile. Some wall frame types are not completely identifiable. In the case of some of the walls, sheathing materials have been applied. The most common of these materials used for sheathing include brick veneer, metal, plaster, chain link fence, plywood, and laminate.

#### (D) Allowable Building Area

Based on the building's Occupancy and Construction types as outlined above, the existing building meets the current OSSC code for Allowable Building Area. Please reference the Key plan of the existing conditions of the building and site within this report. According to code, the allowable area for the primary Occupancy Group B is 9,000 S.F.; in the case of this building, the estimated area that is part of this Group, is approximately 2,219 S.F., but will most likely be even less once determined by the new owner. The allowable area for the other Occupancy Group S-2 is 13,500 S.F.; within this building, only approximately 9,722 S.F. is designated as belonging to this group for estimation purposes. Both of these areas, regardless of the ratio of Group B relative to Group S-2, are well within the parameters of the named square foot print allowed by the Oregon Structural Specialty Code (OSSC 2014).

#### (E) Exiting & Doors

The total Occupancy Load, as we are discussing here, within this section, is a loose calculation because the total amount of square footage to be deemed to each building use type, first needs to be determined by Columbia Pacific Food Bank before we can provide this information firmly. We approached analyzing the means of egress based on a rough estimate of how much area will likely

be dedicated to the Group B; by calculating with a more generous square foot print than what may actually be necessary based on the needs of the clients, we came up with an estimation of a Total Occupancy Load of 43 or less (Bay 1 [B] = 23 Occupants; Bays 2 & 3 [S-2] = 20). After analyzing the means of egress sizing, per the 2014 Oregon Structural Specialty Code (OSSC), Table 1005.3.2, using the standard formula of  $(OL) \times 0.2 = E$ , [Occupancy Load (43)  $\times$  .2 = 9"], we have determined the minimum size of 3'x7' to be the required size for any designated egress doors. In terms of ADA requirements, specifically in regards to egress, no additional door requirements are necessary. All of the building's egress doors are required to have proper panic hardware and clearances on both the pull side and push side of the doors; adequate hardware will need to be verified and installed on all applicable egress doors necessary prior to the change of Occupancy.

#### (F) ADA & OSSC Chapter 11

As discussed in the section above, "Change of Occupancy", a change in Occupancy does not necessarily mean that ADA improvements need to be made to the existing building. However, based on whatever improvements or changes are made, ADA will need to be addressed within such improvements, and in general throughout the property. Again, the comprehensive scope of required ADA modifications is dependent upon the total improvements and alterations made on property. Regardless of the scope of ADA improvements required, from a business standpoint, liabilities and the occupational side of ADA should be considered.

ORS 447.241 – Standards for renovation, alteration or modification of certain buildings; barrier removal improvement plan, States: *"Every project for renovation, alteration or modification to affected buildings and related facilities that affects or could affect the usability of or access to an area containing a primary function shall be made to insure that, to the maximum extent feasible, the paths of travel to the altered area and the rest rooms, telephones and drinking fountains serving the altered area are readily accessible to and usable by individuals with disabilities, unless such alterations are disproportionate to the overall alterations in terms of cost and scope."*

The Oregon Law above goes on to suggest that when setting the initial budget, the proportion of ADA type costs in relation to the total cost of construction, should be approximately 20 percent. This should be available to ensure there are accessible paths in areas such as parking, entrances, workstations, and toilet rooms. ORS 447.241 later states: "Alterations made to the path of travel to an altered area may be deemed disproportionate to the overall alteration when the cost exceeds 25 percent of the alteration to the primary function area." We would like to emphasize, that in the case of this building, we anticipate that the total cost of ADA improvements will be less than 20 percent, but initially we would need to plan for this when setting the construction budget and project scope.

#### (G) Site Parking

From a practical point of view, no matter what the new use or Occupancy becomes for the existing building, there are certain ADA improvements that would greatly benefit the facility. One of these improvements would be parking. For example, there is no designated area for parking on site, currently only street parking is being utilized; without ADA parking and proper signage, this is considered inadequate. Typically, for a business of this type, and building this size, 14-24 parking stalls would be the required amount of spaces on site; among the total number of stalls, at least one would need to be designated for ADA. In addition, one loading dock or parking space would need to be accommodated in the new design for parking compliancy.

There are multiple location options that could be considered for designated ADA spaces. As an example, one location, is a small section of gravel adjacent to the East side of the property, on the West side of South 14<sup>th</sup> Street, close to the Columbia Boulevard intersection; this area could possibly be paved and modified to accommodate multiple angled parking spaces that could incorporate designated ADA spaces. Another location, worth considering, is a section for parking where Bay 3 is currently located. Changing the structure of the building, specifically the third bay, would implicate more changes that extend well beyond ADA regulations such as the resultant need to relocate a main entrance adjacent to this, and how that change would affect the overall business structure and Occupational adjacencies. A change like this may or may not be beneficial on a comprehensive basis and would have to be determined by the new owner; it would be more costly than the previous option and imply additional items to satisfy the building code requirements.

Regardless of the number of spots required per OSSC, a circumstantial exception to the above code requirements is that this property is within the Houlton Business District, therefore because the building occupies the majority of the property, no additional parking is required. However, the prospective planning for a designated parking area to contain a handful of stalls and at least one ADA compliant space is recommended from an occupational and business standpoint. Before planning for a designated location for parking, further discussion with the City of St. Helens and the owner will address the specificities around this, and may allow for one or more exception(s) to the number of required parking stalls based on the current footprint of the building on site in relation to the property's total size and the zone the property lies within.

#### (H) Toilet Rooms

The addition of two toilet rooms, either two unisex toilet rooms, or a separate men's and women's as an alternative, will need to be included in the construction project scope. Currently, there are no restrooms or toilet rooms in the building. There is a toilet, inside a 3-panel wood structure, that seems to serve the sole function of creating privacy around the toilet, however, this structure is noncompliant and is not permanent so it will need to be removed entirely. For the two additionally required toilet rooms, ADA and health code compliancy is required, along with including the addition of the proper number of lavatories required per toilets on the property, one per toilet room in this case.

#### (I) Fire Protection

OSSC Section 901.2 – Fire Protection Systems States: *“Fire protection systems shall be installed, repaired and operated in accordance with this code including those areas under the State Building Code which are printed for convenience in the Fire Code.”*

Based on the undetermined total Occupancy Load, if the proportion of square footage that is designated for the Occupancy B Group in relation to the Occupancy S-2 exceeds 10% of the total square footprint of the load, a 2-hour rated fire rated wall will be required as separation between the areas designated for each Group. Therefore, with a 2-hour firewall in place, in this case, no sprinkler system or fire alarm system would need to be installed unless otherwise directed from the Fire Marshal. On the contrary, if the required portion allowed for Occupancy Group B remains under the 10 percent threshold of the total Occupancy Load, than the Occupancy Group B would be considered

an accessory occupancy per OSSC 508, and the above requirement of a 2-hour separation wall would no longer be necessary unless otherwise directed by the Fire Marshal.

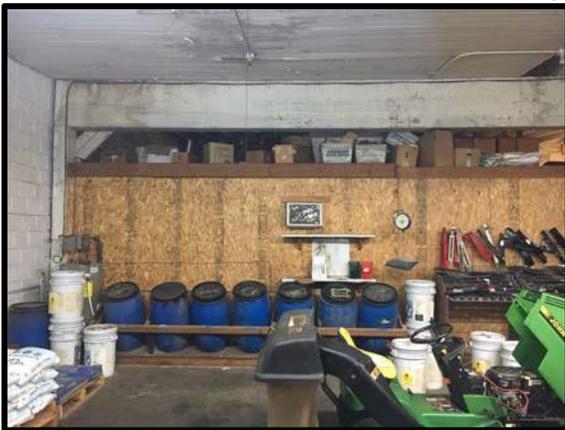
Based on the total square feet of 11,941 S.F., a new fire hydrant will be required to be adjacent to the building in addition to the two that are there currently. A further discussion with the City of St. Helens and the Fire Marshal will address the specificities around what the best option for a sprinkler system or fire alarm would be for this building, given its unique function and proximity to other buildings on neighboring properties. If fire sprinklers become a requirement, then a 2-hr wall will no longer be necessary to separate the two Occupancy Groups, but a 1-hour wall would be as the alternative. If sprinklers are not required but the total Occupancy Load exceeds 30, then it is possible that additional exits for safe egress may need to be added. The total cost to construct a 2-hour separation wall vs. a 1-hour separation wall with a full sprinkler system throughout the building should be considered to determine a lowest cost approach. In addition, the owner's insurance provider should be consulted to see if there are any applicable discounts for having a compliant sprinkler system. (NFPA 13).

#### (J) Geotechnical Issues

A geophysical survey is recommended by PBS to be completed to identify historical Underground Storage Tanks (UST) or pits, followed by soil testing in the vicinity of features of concern identified during the geophysical survey. Consideration of a subsurface assessment is warranted in the vicinity of the former vehicle repair facility, including adjacent to what is the historical in-floor hoist. Sub-slab vapor testing is warranted to assess for the potential of vapor intrusion conditions from adjoining properties. Per the attached Environmental Site Assessment, a Hazardous Building Materials Survey should be performed prior to renovation, remodeling, or demolition. Costs for the noted geophysical survey and additionally suggested assessments can be found in Appendix 4 & 5.

#### (K) Hazardous Materials & Asbestos

While the Feed & Seed does not have any materials or property that have been cause for violations or contamination, the removal of certain materials currently on site will need to be done with care as some are categorized as potentially hazardous. The property contains gypsum, ammonium sulfate, sodium chloride, ferrous sulfate monohydrate, urea, and pesticides on site. Also present on site are

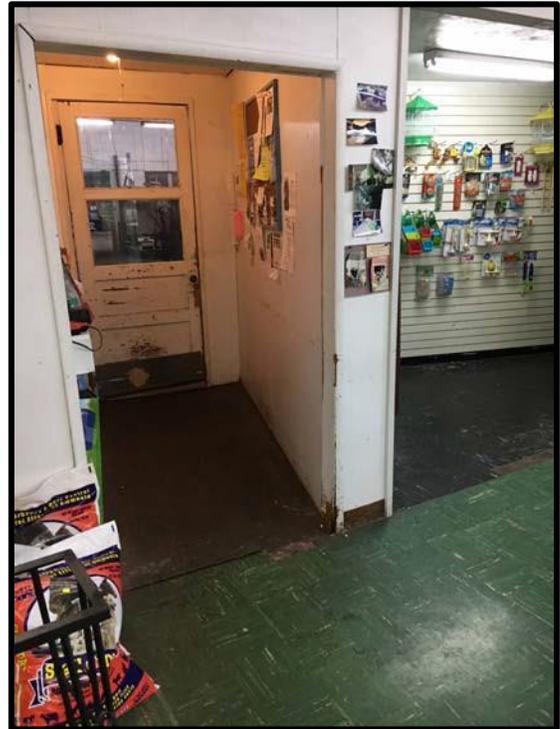


multiple containers of latex paints and solvents, which also are likely present in some of the original paint within the building. Vinyl Asbestos Tile (VAT) is present in the majority of the current retail space of the property some exposed or chipping away at certain thresholds or high-traffic and vulnerable areas on the floor and some are still present underneath a more recently added, wood laminate flooring overlay in two areas of the office.

A variety of Hazardous Substances, Petroleum Products, and Unidentified Containers were observed on site. A large item that will need to be removed from the property with care is an approximately 350-gallon heating oil Aboveground Storage Tank (AST) located inside the building, noted in the Environmental Site Assessment by PBS. Also noted in that report were numerous sized containers; some specifically were being used for waste oil drums from some of the

repair services offered at the Feed & Seed. Besides the containers, numerous bags of petroleum-based products are in 25-50 lb. bags as part of the merchandise offered for sale. It is important to note, that nothing appeared to be leaking; and no floor drains or catch basins were observed in the vicinity.

Also, as previously mentioned, 10" Vinyl Asbestos Tiles (VAT) were observed in the mercantile portion of the existing building. This is among one of several Asbestos containing building materials often found in many buildings. Besides flooring materials like VAT, this harmful substance can be present in materials that were common in construction prior to 1970, such as adhesives, fireproofing, pipe & boiler insulation, wall finishes and roofing products. For any applicable asbestos containing materials that may be potentially disturbed in renovation, remodeling, or demolition, first the owner must confirm the details of which materials this will affect, and then move towards removal or abatement with a licensed abatement contractor.



Per our recommendation and as also recommended in the Environmental Site Assessment (Appendix 3) provided by PBS, a Hazardous Building Materials Survey is recommended to assess the severity the potential risks in the removal of materials. An attached proposal for this is included (Appendix 4). Separately, per the recommendation of PBS, a Phase II Environmental Assessment Proposal is included separately (Appendix 5).

#### (L) Miscellaneous Observational Notes

A hoist system once used in a previous auto repair facility prior to ownership by Columbia Electric Feed & Seed was patched with an approximate 3-ft diameter. This building is heated by the AST mentioned above and pellet stove. In general, any and all weatherproofing issues will need to be addressed.

#### (M) Laws & Codes

Oregon Structural Specialty Code  
(OSSC) 2014 Oregon Fire Code  
(OFC) 2014  
ORS 447.241  
ORS NFPA 13  
Oregon Plumbing  
Specialty Code 2014 St.  
Helens Municipal Code  
ASCE 7-1