AG E N D A

CITY COUNCIL MEETING

City of Junction City
680 Greenwood Street

Tuesday, March 26, 2024
6:30 p.m.

To join the City Council meeting via computer, tablet, or smartphone, please click on the Zoom link below:
https://us06web.zoom.us/j/83117104173
You can also dial in using your phone: 1-253-215-8782 or toll free 877-853-5257
Meeting ID: 831 1710 4173

(*Estimated Time*)

1. Call to Order, Pledge of Allegiance, and Roll Call
   (Mayor Wells)

2. JCPD Social Media Policy — **5 minutes**
   (Chief Waddell)

3. JCPD Policy 306 Handcuffing and Restraints — **5 minutes**
   (Chief Waddell)

4. Sewer Treatment Plant Compliance Schedule — **10 minutes**
   (Director Kaping)

5. Sewer Treatment Plant Geotechnical Work — **10 minutes**
   (Director Kaping)

6. Memorandum of Understanding with City of Harrisburg — **10 minutes**
   (Director Kaping)

7. City Supplied Parts for Bailey Well — **10 minutes**
   (Director Kaping)

8. Budget Committee Appointment — **5 minutes**
   (Administrator Knope)

9. Executive Session per ORS 192.660(2)(d) to Conduct Deliberations with Persons Designated by the Governing Body to Carry on Labor Negotiations. — **20 minutes**

10. Executive Session per ORS 192.660(2)(f) to Consider Information or Records that are exempt by law from Public Inspection and per ORS 192.660(2)(i) to Review and Evaluate the Job Performance of the City Administrator. — **40 minutes**

11. Adjournment

(Estimated End Time 8:25 p.m.)

JUNCTION CITY COUNCIL
AGENDA ITEM SUMMARY

JCPD Social Media Policy

Meeting Date:	032624	Agenda Item Number:	2
Department:	Police	Staff Contact:	Mark Waddell
www.junctioncityoregon.gov		Contact Telephone Number:	541-998-1245

ISSUE STATEMENT:

The police department has created a social media policy that seeks to guide the department's engagement with the community in informative and positive ways.

BACKGROUND:

The Junction City Police Department currently has an Instagram and a Facebook account to share information with the community. Without guidelines and a vision of the department's goal for social media some previous posts have been seen as self-gratifying rather than informative or educational. Currently the Department has been limited to social media posts about lost/found animals. The department wishes to engage the community in a more comprehensive way, consistent with professional industry standards. The dep

COMMITTEE REVIEW / RECOMMENDATIONS:

This Draft Policy was reviewed by the Public Safety Committee during a meeting on 020624.

RELATED CITY POLICIES:

Administrative Policies

LEGAL REVIEW:

Reviewed as part of the Council packet.

CITY ADMINISTRATOR'S COMMENTS:

To adopt the policy as presented.

COUNCIL OPTIONS:

The Council can, at its pleasure:

1. Approve the request: MOTION: "I make a motion to approve the JCPD Social Media Policy."
2. Return to Staff for suggestions.
3. Deny the request.

ATTACHMENT:

A: Draft Social Media Policy

FOR MORE INFORMATION:

Staff Contact: Chief Mark Waddell
Telephone: 541-998-1245
E-Mail: mwaddell@jcpolice.org

	City of Junction City Division 23 – Police Department Policy #23.08 **Departmental Social Media Guidelines**	

Purpose: To provide policies for Police Department Operations.

Scope: Per section 1 of the City Employee Personnel Manual, the City Administrator must approve all policies, procedures, and manuals used by the various departments within the City. This policy documents and tracks that approval.

Policy:

23.08.01 Summary

Junction City Police Department is committed to ensuring public safety and maintaining strong community relations. In today's digital age, an effective social media presence is crucial for fostering transparency, engaging the community, and disseminating important information. A 2023 Pew Research poll stated that 86% of US Adults get their news from smartphones, computers or a tablet with over half getting their news from social media. This proposal outlines a comprehensive social media strategy to enhance the online presence of the Junction City Police Department.

23.08.02 Objectives

1. Community Engagement: Establish a positive and open line of communication with the community through social media platforms.
2. Public Awareness: Improve public awareness about safety measures, emergency protocols, and community events.
3. Crisis Communication: Develop a proactive strategy for crisis communication, ensuring timely and accurate information reaches the public during emergencies.
4. Recruitment: Utilize social media to attract potential recruits and showcase the department's commitment to diversity and community service.

23.08.03 Social Media Platforms

1. Facebook: Ideal for community engagement, public awareness campaigns, and live updates. Sharing city events and other city announcements.
2. Twitter: Real-time updates, emergency notifications, and engagement with the local community.
3. Instagram: Visual storytelling to showcase community policing initiatives, events, and officer profiles. Also used for recruiting and to improve public awareness.
4. LinkedIn: Professional networking for recruitment and highlighting the department's achievements.

23.08.04 Strategy

1. Content Calendar: Develop a monthly content calendar outlining community events, safety tips, officer spotlights, and important announcements.
2. Live Updates: Use Facebook, Instagram, and Twitter (Now X) for real-time updates during emergencies and community events.
3. Visual Content: Share visually appealing content, including infographics, videos, and images, to increase engagement and understanding.
4. Community Partnerships: Collaborate with local organizations, schools, businesses, and other City Social media platforms to strengthen community ties.
5. Recruitment Campaigns: Create targeted recruitment campaigns showcasing the department's values, diversity, and career opportunities.
6. Analytics and Reporting: Regularly analyze social media performance metrics to measure the impact of campaigns and adjust strategies accordingly.

23.08.05 Oversight and Guidelines

The content of JCPD social media is to provide information to the community and shall be the responsibility of the Chief of Police. JCPD staff realizes that comments to social media posts can be provocative, dishonest, hurtful, and demeaning. No member of the Police Department shall respond to any comment or question posed without the authorization of the Chief of Police. JCPD believes in transparency and the public's ability to comment shall be respected and not infringed upon.

23.08.06 Additional Documentation

The attached plan dated January 26, 2024 is authorized to be used by department personnel as directed by the Chief of Police or their designee.

Review/Update:
The Chief of Police will prepare this Administrative Policy for review every three years for City Administrator approval.

Review and Authorization:

_____ _____
Chief of Police Date

_____ _____
City Administrator Date

Rev #	Name	Change Date	Character of Change
0	Mark Waddell	January 2024	Adopted

Junction City Police Department

Office of the Chief
January 26, 2024

Social Media Proposal for Junction City Police Department

Executive Summary:

Junction City Police Department is committed to ensuring public safety and maintaining strong community relations. In today's digital age, an effective social media presence is crucial for fostering transparency, engaging the community, and disseminating important information. A 2023 Pew Research poll stated that 86% of US Adults get their news from smartphones, computers or a tablet with over half getting their news from social media. This proposal outlines a comprehensive social media strategy to enhance the online presence of the Junction City Police Department.

Objectives:

1. **Community Engagement:** Establish a positive and open line of communication with the community through social media platforms.
2. **Public Awareness:** Improve public awareness about safety measures, emergency protocols, and community events.
3. **Crisis Communication:** Develop a proactive strategy for crisis communication, ensuring timely and accurate information reaches the public during emergencies.
4. **Recruitment:** Utilize social media to attract potential recruits and showcase the department's commitment to diversity and community service.

Social Media Platforms:

1. **Facebook:** Ideal for community engagement, public awareness campaigns, and live updates. Sharing city events and other city announcements.
2. **Twitter:** Real-time updates, emergency notifications, and engagement with the local community.
3. **Instagram:** Visual storytelling to showcase community policing initiatives, events, and officer profiles. Also used for recruiting and to improve public awareness.
4. **LinkedIn:** Professional networking for recruitment and highlighting the department's achievements.

Office of the Chief – Junction City Police Department
672 Greenwood St., Junction City, Oregon 97448
541-998-1245 mwaddell@jcpolice.org

An accredited agency

Junction City Police Department

Office of the Chief
January 26, 2024

Strategy:

1. **Content Calendar:** Develop a monthly content calendar outlining community events, safety tips, officer spotlights, and important announcements.
2. **Live Updates:** Use Facebook, Instagram, and Twitter (Now X) for real-time updates during emergencies and community events.
3. **Visual Content:** Share visually appealing content, including infographics, videos, and images, to increase engagement and understanding.
4. **Community Partnerships:** Collaborate with local organizations, schools, businesses, and other City Social media platforms to strengthen community ties.
5. **Recruitment Campaigns:** Create targeted recruitment campaigns showcasing the department's values, diversity, and career opportunities.
6. **Analytics and Reporting:** Regularly analyze social media performance metrics to measure the impact of campaigns and adjust strategies accordingly.

Oversight and Guidelines:

The content of JCPD social media is to provide information to the community and shall be the responsibility of the Chief of Police. JCPD staff realizes that comments to social media posts can be provocative, dishonest, hurtful, and demeaning. No member of the Police Department shall respond to any comment or question posed without the authorization of the Chief of Police. JCPD believes in transparency and the public's ability to comment shall be respected and not infringed upon.

Conclusion:

The Junction City Police Department is eager to leverage the power of social media to strengthen our community connections and enhance public safety. The use of social media in our profession has become an industry standard and we are committed to presenting a modest and humble online presence. We look forward to implementing this strategy collaboratively and ensuring that our digital presence aligns with our commitment to serve and protect.

Mark Waddell – Chief of Police

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672 Greenwood St., Junction City, Oregon 97448
541-998-1245 mwaddell@jcpolice.org

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JUNCTION CITY COUNCIL
AGENDA ITEM SUMMARY

JCPD POLICY 306 HANDCUFFING AND RESTRAINTS

Meeting Date:	03262024	Agenda Item Number:	3
Department:	Police Department	Staff Contact:	Mark Waddell
www.junctioncityoregon.gov		Contact Telephone Number:	541-998-1245

ISSUE STATEMENT:

The police department is looking at adding the WRAP Restraint system and relevant policy for its use.

BACKGROUND:

Currently the Police Department has minimal tools at its disposal to safely restrain a combative, resistive subject who may or may not be a danger to themselves or to others. In the wake of national Law Enforcement events where resistive subjects are restrained for too long or in compromising positions, JCPD is looking at obtaining the WRAP Restrain system. This system is being used by many local agencies and may prevent injuries or death for person in custody. This system can be used for persons in custody inside our jail as well.

The WRAP Restrain System before you is currently on loan for trial and error (T & E) evaluation process. The cost would be $1607.12 each, if the department wished to purchase the equipment. Several Officers have already received the instructor training and this tool would become available immediately to any trained JCPD personnel.

The language dealing with the WRAP Restraint is highlighted in yellow for you to find on the attached policy.

COMMITTEE REVIEW / RECOMMENDATIONS:

This WRAP was demonstrated, and the Policy Amendment was reviewed by the Public Safety Committee on March 5th, 2024.

RELATED CITY POLICIES:

JCPD Policy 306 *Handcuffing and Restraints*

LEGAL REVIEW

Reviewed as part of the packet.

CITY ADMINISTRATOR'S COMMENTS

To approve the policy as presented.

COUNCIL OPTIONS:

The Council can, at its pleasure:

1. Approve the request: MOTION: "I make a motion to approve the changes to JCPD Policy 306."

2. Return to Staff for suggestions.

3. Deny the request.

ATTACHMENT:

A. WRAP Policy

FOR MORE INFORMATION:

Staff Contact:	Chief Mark Waddell
Telephone:	541-998-1245
E-Mail:	mwaddell@jcpolice.org

Handcuffing and Restraints

306.1 PURPOSE AND SCOPE

This policy provides guidelines for the use of handcuffs and other restraints during detentions and arrests.

306.2 POLICY

The Junction City Police Department authorizes the use of restraint devices in accordance with this policy, the Use of Force Policy and department training. Restraint devices shall not be used to punish, to display authority or as a show of force.

306.3 USE OF RESTRAINTS

Only members who have successfully completed Junction City Police Department-approved training on the use of restraint devices described in this policy are authorized to use these devices.

When deciding whether to use any restraint, officers should carefully balance officer safety concerns with factors that include but are not limited to:

- The circumstances or crime leading to the arrest.
- The demeanor and behavior of the arrested person.
- The age and health of the person.
- Whether the person is known to be pregnant.
- Whether the person has a hearing or speaking disability. In such cases, consideration should be given, safety permitting, to handcuffing to the front in order to allow the person to sign or write notes.
- Whether the person has any other apparent disability.

306.3.1 RESTRAINT OF DETAINEES

Situations may arise where it may be reasonable to restrain a person who may, after brief investigation, be released without arrest. Unless arrested, the use of restraints on detainees should continue only for as long as is reasonably necessary to ensure the safety of officers and others. When deciding whether to remove restraints from a detainee, officers should continuously weigh the safety interests at hand against the continuing intrusion upon the detainee.

306.3.2 RESTRAINT OF PREGNANT PERSONS

Persons who are known to be pregnant should be restrained in the least restrictive manner that is effective for officer safety. Leg irons, waist chains, or handcuffs behind the body should not be used unless the officer has a reasonable suspicion that the person may resist, attempt escape, injure self or others, or damage property.

No person who is in labor, delivery, or recovery after delivery shall be handcuffed or restrained except in extraordinary circumstances and only when a supervisor makes an individualized determination that such restraints are necessary for the safety of the arrestee, officers, or others.

306.3.3 RESTRAINT OF JUVENILES

A juvenile under 14 years of age should not be restrained unless he/she is suspected of a dangerous felony or when the officer has a reasonable suspicion that the juvenile may resist, attempt escape, injure him/herself, injure the officer or damage property.

306.3.4 NOTIFICATIONS

Whenever an officer transports a person with the use of restraints other than handcuffs, the officer shall inform the jail staff upon arrival at the jail that restraints were used. This notification should include information regarding any other circumstances the officer reasonably believes would be potential safety concerns or medical risks to the person (e.g., prolonged struggle, extreme agitation, impaired respiration) that may have occurred prior to, or during, transportation to the jail.

306.4 APPLICATION OF HANDCUFFS OR PLASTIC CUFFS

Handcuffs, including temporary nylon or plastic cuffs, may be used only to restrain a person's hands to ensure officer safety.

Although recommended for most arrest situations, handcuffing is discretionary and not an absolute requirement of the Department. Officers should consider handcuffing any person they reasonably believe warrants that degree of restraint. However, officers should not conclude that in order to avoid risk every person should be handcuffed, regardless of the circumstances.

In most situations, handcuffs should be applied with the hands behind the person's back. When feasible, handcuffs should be double-locked to prevent tightening, which may cause undue discomfort or injury to the hands or wrists.

In situations where one pair of handcuffs does not appear sufficient to restrain the person or may cause unreasonable discomfort due to the person's size, officers should consider alternatives, such as using an additional set of handcuffs or multiple plastic cuffs.

Handcuffs should be removed as soon as it is reasonable or after the person has been searched and is safely confined within a detention facility.

306.4.1 MEDICAL CONSIDERATIONS

Prior to booking or release, medical assistance shall be obtained for any person who has sustained visible injury, expressed a complaint of injury or continuing pain, or who has been rendered unconscious. Based upon the officer's initial assessment of the nature and extent of the subject's injuries, medical assistance may consist of examination by fire personnel, paramedics, hospital staff or medical staff at the jail.

Persons who exhibit extreme agitation, violent irrational behavior accompanied by profuse sweating, extraordinary strength beyond physical characteristics and imperviousness to pain (sometimes called "excited delirium"), or who require a protracted physical encounter with multiple

officers to be brought under control, may be at an increased risk of sudden death and should be examined by qualified medical personnel as soon as practicable. Any individual exhibiting signs of distress after such an encounter shall be medically cleared prior to booking.

If any individual refuses medical attention, such a refusal shall be fully documented in related reports and a supervisor should be notified. Whenever practical, the refusal should be witnessed by another officer and/or medical personnel. If an audio/video recording is made of the contact or of an interview with the individual, any refusal should be included, if possible.

306.5 APPLICATION OF SPIT HOODS

Spit hoods are temporary protective devices designed to prevent the wearer from biting and/or transferring or transmitting fluids (saliva and mucous) to others.

Spit hoods may be placed upon persons in custody when the officer reasonably believes the person will bite or spit, either on a person or in an inappropriate place. They are generally used during application of a physical restraint, while the person is restrained, or during or after transport.

Officers utilizing spit hoods should ensure that the spit hood is fastened properly to allow for adequate ventilation and that the restrained person can breathe normally.

Officers should provide assistance during the movement of a restrained person due to the potential for impairing or distorting that person's vision. Officers should avoid commingling those wearing spit hoods with other detainees.

Spit hoods should not be used in situations where the restrained person is bleeding profusely from the area around the mouth or nose, or if there are indications that the person has a medical condition, such as difficulty breathing or vomiting. In such cases, prompt medical care should be obtained. If the person vomits while wearing a spit hood, the spit hood should be promptly removed and discarded. Persons who have been sprayed with oleoresin capsicum (OC) spray should be thoroughly decontaminated, including hair, head, and clothing, prior to application of a spit hood.

Those who have been placed in a spit hood should be continually monitored and shall not be left unattended until the spit hood is removed. Spit hoods shall be discarded after each use.

306.6 APPLICATION OF AUXILIARY RESTRAINT DEVICES

Auxiliary restraint devices include transport belts, waist or belly chains, transportation chains, leg irons and other similar devices. Auxiliary restraint devices are intended for use during long-term restraint or transportation. They provide additional security and safety without impeding breathing, while permitting adequate movement, comfort and mobility.

Only department authorized devices may be used. Any person in auxiliary restraints should be monitored as reasonably appears necessary.

306.7 APPLICATION OF LEG RESTRAINT DEVICES

Leg restraints may be used to restrain the legs of a violent or potentially violent person when it is reasonable to do so during the course of detention, arrest, or transportation. Only restraint devices approved by the Department shall be used.

In determining whether to use the leg restraint, officers should consider:

(a) Whether the officer or others could be exposed to injury due to the assaultive or resistant behavior of a suspect.

(b) Whether it is reasonably necessary to protect the person from his/her own actions (e.g., hitting his/her head against the interior of the patrol vehicle, running away from the arresting officer while handcuffed, kicking at objects or officers).

(c) Whether it is reasonably necessary to avoid damage to property (e.g., kicking at windows of the patrol vehicle).

306.7.1 GUIDELINES FOR USE OF LEG RESTRAINTS

When applying leg restraints, the following guidelines should be followed:

(a) If practicable, officers should notify a supervisor of the intent to apply the leg restraint device. In all cases, a supervisor shall be notified as soon as practicable after the application of the leg restraint device.

(b) Once applied, absent a medical or other emergency, restraints should remain in place until the officer arrives at the jail or other facility or the person no longer reasonably appears to pose a threat.

(c) Once secured, the person should be placed in a seated or upright position, secured with a seat belt, and shall not be placed on his/her stomach for an extended period, as this could reduce the person's ability to breathe.

(d) The restrained person should be continually monitored by an officer while in the leg restraint. The officer should ensure that the person does not roll onto and remain on his/her stomach.

(e) The officer should look for signs of labored breathing and take appropriate steps to relieve and minimize any obvious factors contributing to this condition.

(f) When transported by emergency medical services, the restrained person should be accompanied by an officer when requested by medical personnel. The transporting officer should describe to medical personnel any unusual behaviors or other circumstances the officer reasonably believes would be potential safety or medical risks to the subject (e.g., prolonged struggle, extreme agitation, impaired respiration).

306.8 APPLICATION OF WRAP RESTRAINT DEVICES

The WRAP, manufactured by Safe Restraints, Inc., was designed as a temporary restraining device. Used properly, it can increase officer safety and reduce risk of liability due to injuries and in-custody deaths. The WRAP immobilizes the body and restricts a subject's ability to kick or do harm to oneself and others. The WRAP minimizes the time required to secure a person safely, restrains the subject in an upright position, and has the subject prepared for transport or movement.

306.8.1 DEPLOYMENT AND USE

The WRAP can be used prior to or after a violent or potentially violent or combative subject is controlled using approved departmental methods. Like any restraint device, do not assume the WRAP is escape-proof. Once applied, the subject should not be left unattended.

The WRAP should be considered for use under the following situations:

(a) Whenever you anticipate possible violent or combative behavior
(b) To immobilize a violent or combative subject
(c) To limit violent or combative subjects from causing injury to themselves or others
(d) To prevent violent or combative subjects from causing property damage by kicking
(e) To restrain subjects after a chemical spray, extended range baton, or Taser used, if necessary
(f) When conventional methods of restraint are not effective
(g) In transportation of violent or combative subjects
(h) To assist with cell extraction or violent or combative subjects
(i) To restrain subjects during a lawful blood draw

Once the subject is properly restrained in the WRAP, they can be placed on their side or in a sitting position. This will increase the oxygen recovery rate, allowing for respiratory recovery.

The WRAP can be applied by one person if the subject is passive, but for violent or combative subjects, three or more people should be used. Only qualified personnel who have received training on the use of the WRAP should use this restraining device.

306.8.2 DEPLOYMENT CONSIDERATIONS

Precautions should be taken when the WRAP is in use. Such precautions include:

(a) The shoulder harness should never be tightened to the point that it interferes with the subject's ability to breathe
(b) The leg bands and shoulder harness must be checked frequently for tightness and adjusted as necessary until the WRAP is removed
(c) If the restrained subject complains of, or shows signs of, breathing distress (shortness of breath, sudden calmness, a change in facial color, etc.), medical attention should be provided immediately
(d) The subject should never be left unattended
(e) Subjects should be placed in an upright sitting position or on their side as soon as possible to allow for respiratory recovery
(f) The WRAP is a temporary restraining device and is not escape-proof
(g) The WRAP is to be used by trained personnel only

306.8.3 CARE AND STORAGE

The WRAP should be inspected after each use for signs of damage or wear. If any damage is discovered, forward the WRAP to appropriate personnel for repair or replacement.

If cleaning is necessary, use a mild soapy solution or disinfectant approved for use on vinyl and nylon materials. If blood is absorbed into any part of the WRAP, that part should be replaced. Thoroughly rinse all disinfectant from the unit prior to drying. After cleaning the WRAP, allow it to thoroughly air dry before returning it to its carry bag.

It is important that the WRAP is immediately ready for use and prepared for storage in a way that prevents the loop fastening material on the bands from becoming dirty or entangled. This allows the WRAP to be quickly laid out next to the subject and applied without the confusion of having to untangle the bands.

306.9 REQUIRED DOCUMENTATION

If a person is restrained and released without an arrest, the officer shall document the details of the detention and the need for handcuffs or other restraints.

If a person is arrested, the use of handcuffs or other restraints shall be documented in the related report.

Officers should document the following information in reports, as appropriate, when restraints other than handcuffs are used on a person:

(a) The factors that led to the decision to use restraints.

(b) Supervisor notification and approval of restraint use.

(c) The types of restraint used.

(d) The amount of time the person was restrained.

(e) How the person was transported and the position of the person during transport.

(f) Observations of the person's behavior and any signs of physiological problems.

(g) Any known or suspected drug use or other medical problems.

306.10 TRAINING

Subject to available resources, the Leadership Team should ensure that officers receive periodic training on the proper use of handcuffs and other restraints, including:

(a) Proper placement and fit of handcuffs and other restraint devices approved for use by the Department.

(b) Response to complaints of pain by restrained persons.

(c) Options for restraining those who may be pregnant without the use of leg irons, waist chains, or handcuffs behind the body.

(d) Options for restraining amputees or those with medical conditions or other physical conditions that may be aggravated by being restrained.

JUNCTION CITY COUNCIL
AGENDA ITEM SUMMARY

Sewer Treatment Plant Compliance Schedule

Meeting Date: March 26, 2024 | Agenda Item Number: 4
Department: Public Works | Staff Contact: Gary Kaping
www.junctioncityoregon.gov | Contact Telephone Number: 541-998-3125

ISSUE STATEMENT

This is information on the compliance schedule DEQ has set for the sewer treatment plant upgrade.

BACKGROUND

As the City moves forward with the predesign for the sewer treatment plant the City needs to keep in mind the compliance schedule that DEQ has set for the sewer treatment plant.

DEQ set the Compliance schedule that is attached for your review. This schedule set things in motion the City must accomplish. The City has had our Engineer start on the Facilities plan and the predesign.

The City will need to start talking with other agencies about funding before too long so we can get that secured.

Staff wanted to get this compliance schedule in front of the Council so the Council is aware of deadlines the City faces.

COMMITTEE REVIEW

The Public Works Committee reviewed this
Compliance schedule at the march 5th Committee meeting and want to forward it to Council for their review.

RELATED CITY POLICIES

- None

LEGAL REVIEW

This item was reviewed as a part of the packet.

CITY ADMINISTRATOR'S COMMENT

Provide direction to staff as how the Council would like to proceed.

COUNCIL OPTIONS

The Council can, at its pleasure:

- This is information for the Council to be aware of the schedule set by DEQ, this requires no action by the Council.

ATTACHMENTS

Compliance Schedule

FOR MORE INFORMATION

Staff Contact: Gary Kaping, Public Works Director
Telephone: 541-998-3125
Staff E-Mail: gkaping@ci.junction-city.or.us

SCHEDULE C: COMPLIANCE SCHEDULE

1. Compliance Schedule to Meet Final Effluent Limitations

The permittee must comply with the following schedule:

Compliance Date:	Requirement:
Within 1 year of permit effective date (01/01/2025)	The permittee must submit a report detailing progress made in obtaining funding for an updated Facilities Plan or Facilities Plan Amendment.
Within 2 years of permit effective date (01/01/2026)	The permittee must submit an updated draft Facilities Plan or Facilities Plan Amendment that includes revised flow, population, and load projections and a proposed wastewater treatment plant upgrade. The Facilities Plan must include a plan to comply with final effluent limits in Table A2 that apply when flows are less than 5 cubic feet per second in Flat Creek. Within 3 months of receiving DEQ comments, permittee must revise documents in accordance with DEQ comments and submit a final document. And; The permittee must submit a report detailing the groundwater investigation and archaeological review for Subproject 1 (a new treatment plant and storage on existing properties) as identified in the Facilities Plan.
Within 2 years and 6 months of permit effective date (06/01/2026)	The permittee must submit a report detailing wetland delineation and mitigation planning for Subproject 1 as identified in the Facilities Plan.
Within 3 years of permit effective date (01/01/2027)	The permittee must submit a report detailing progress made in obtaining funding for design and construction of the proposed wastewater treatment plant upgrades.
Within 4 years of permit effective date (01/01/2028)	The permittee must submit to DEQ for review and approval a draft Pre-Design Report for Subproject 1 as identified in the Facilities Plan to comply with the Table A2 final effluent limits for $CBOD_5$ when Flat Creek flows are above 5 cubic feet per second and the Table A1 final effluent limits for Ammonia-N, Total Kjeldahl Nitrogen (TKN) and pH. Permittee must revise documents in accordance with DEQ comments within 60 days of receiving DEQ comments. And; The permittee must submit a report detailing the status of land and easement acquisitions needed for Subproject 2 (some combination of storage, irrigation, or other proposal from the Facilities Plan on acquired properties to meet permit limits when flows are less than 5 cubic feet per second) as identified in the Facilities Plan.
Within 5 years of permit effective date (01/01/2029)	The permittee must submit a report detailing the groundwater investigation and archaeological review for Subproject 2 as identified in the Facilities Plan.

Compliance Date:	Requirement:
Within 5 years and 6 months of permit effective date (06/01/2029)	The permittee must submit a draft Final Design for Subproject 1 as identified in the Facilities Plan to DEQ for review and approval. Permittee must revise documents in accordance with DEQ comments within 60 days of receiving DEQ comments.
Within 6 years and 6 months of permit effective date (06/01/2030)	The permittee must submit to DEQ a written Construction Progress Report for Subproject 1 as identified in the Facilities Plan outlining the progress made towards achieving the other upcoming requirements of this schedule and the final effluent limitations in Schedule A. And; The permittee must submit a report detailing wetland delineation and mitigation planning for Subproject 2 as identified in the Facilities Plan.
Within 7 years of permit effective date (01/01/2031)	The permittee must submit a draft Pre-Design Report for Subproject 2 as identified in the Facilities Plan to comply with the final effluent limits for $CBOD_5$ when flows in Flat Creek are below 5 cubic feet per second.
Within 7 years and 6 months of permit effective date (06/01/2031)	Complete start up and process optimization for Subproject 1 as identified in the Facilities Plan. Achieve compliance with final limits for Ammonia-N, Total Kjeldahl Nitrogen (TKN) and pH included in Schedule A Table A1 of this permit. Achieve the final limits for $CBOD_5$ included in Schedule A Table A2 when Flat Creek flows are above 5 cubic feet per second.
Within 8 years of permit effective date (01/01/2032)	The permittee must submit a draft Final Design for Subproject 2 as identified in the Facilities Plan to DEQ for review and approval. Permittee must revise documents in accordance with DEQ comments within 60 days of receiving DEQ comments. Or; Notify DEQ that subproject 2 is not needed to meet the final $CBOD_5$ limits and that the permittee intends to immediately meet all of the final limits for $CBOD_5$ contained in Schedule A of this permit (this action will complete this compliance schedule).
Within 9 years of permit effective date (01/01/2033)	The permittee must submit to DEQ a written Construction Progress Report for Subproject 2 as identified in the Facilities Plan outlining the progress made towards achieving the other upcoming requirements of this schedule and the final effluent limitations.
Within 10 years of permit effective date (01/01/2034)	Achieve the final limits for $CBOD_5$ included in Schedule A Table A2 when Flat Creek flows are below 5 cubic feet per second.

JUNCTION CITY COUNCIL
AGENDA ITEM SUMMARY

Sewer Treatment Plant Geotechnical Work

Meeting Date: March 26, 2024 | Agenda Item Number: 5
Department: Public Works | Staff Contact: Gary Kaping
www.junctioncityoregon.gov | Contact Telephone Number: 541-998-3125

ISSUE STATEMENT

This is a request to have the Council review and approve Geotechnical work for the sewer treatment plant upgrade.

BACKGROUND

As the City moves forward with the predesign for the sewer treatment plant the City needs to investigate the soil to determine the actual wall height for the new proposed lagoon that will be built.

HBH Engineering has asked Shannon & Wilson to do the geotechnical work at the Sewer Treatment Plant to see how high they can make the walls on the new proposed lagoon for the sewer treatment plant up grade.

Shannon & Wilson is proposing boring 3 spots 50' deep with a track mounted drill rig to characterize the soil within the zone with the highest stress concentration from the proposed lagoon site.

Shannon & Wilson has provided HBH with a scope and fee for the work that needs to be done. The scope and fee are attached for your review.

The total fee to complete the geotechnical work needed for the sewer treatment plant is $28,944 and will be paid from the Sewer Capital fund.

Staff recommends allowing HBH Engineering to use Shannon & Wilson to complete the geotechnical work for the sewer treatment plant.

COMMITTEE REVIEW

The Public Works Committee reviewed this request at the march 5th Committee meeting and want to forward it to Council for final approval.

RELATED CITY POLICIES

- Public Contraction

LEGAL REVIEW
This item was reviewed as a part of the packet.

CITY ADMINISTRATOR'S COMMENT
Provide direction to staff as how the Council would like to proceed.

COUNCIL OPTIONS
The Council can, at its pleasure:

- Approve the request**: Motion: "I make a motion to have HBH Engineering use Shannon and Wilson to complete the geotechnical work at the sewer treatment plant in the amount not to exceed $28,944.00 and authorize the Public Works Director to sign the necessary documents."**
- Deny the request.

ATTACHMENTS

- Shannon & Wilson scope and fee

FOR MORE INFORMATION

Staff Contact: Gary Kaping, Public Works Director
Telephone: 541-998-3125
Staff E-Mail: gkaping@ci.junction-city.or.us

SHANNON & WILSON

February 21, 2024

Jenny Borth
HBH Consulting Engineers, Inc.
501 E First Street
Newberg, Oregon 97132

RE: JUNCTION CITY RECYCLED WATER USE PLAN LAGOON UPGRADES
JUNCTION CITY, OREGON

Dear Ms. Borth:

Shannon & Wilson, Inc. (Shannon & Wilson) is pleased to submit this proposed scope and fee to support the design of proposed improvements at the Junction City wastewater treatment facility. We understand that the proposed improvements will include expansions of the existing lagoons. The expansion of the existing lagoons is anticipated to include increasing the height of the earthen embankments and increasing the footprint. In addition, we understand that a new storage lagoon in the southwest corner of the adjacent tax lot is planned. A wetland mitigation project is planned for the tax lot north of the existing lagoons and the soil generated from the mitigation would like to be used for construction of the new lagoon and the expansion of the existing lagoons.

Our scope and fee to support the geotechnical aspects of the project are presented below:

GEOTECHNICAL SCOPE AND FEE

Task 1: Site Reconnaissance and Review of Existing Information

Shannon & Wilson will review available geologic maps, previous studies at the site, and existing information for the existing lagoons as available by the City.

Shannon & Wilson shall perform a site reconnaissance to observe current conditions of the existing lagoons and evaluate access of the site for mobilizing exploration equipment to the proposed new lagoon. Field exploration locations will be marked in the field at the time of the site reconnaissance. In addition, Shannon & Wilson will notify the public utilities of the explorations. We will also subcontract a private utility locator to help reduce the risk of inadvertent utility impacts.

3990 Collins Way, Suite 100 | Lake Oswego, Oregon 97035-3437 | 503-210-4750
www.shannonwilson.com

Task 1 Assumptions:

- Site access approvals will be coordinated with HBH Consulting Engineers, Inc. (HBH) and the City of Junction City (the City).

Task 2: Field Explorations

We propose to explore the subsurface conditions underlying the proposed lagoon with 3 borings to 50 feet. We anticipate that the primary geotechnical concern for the proposed lagoon will be settlement. Therefore, we have selected a boring depth that will characterize the soil within the zone with the highest stress concentration from the proposed lagoon. Also, we anticipate that three borings will allow us to make observations of spatial variability within the subsurface soils.

Drilling of the borings is anticipated to be with a track mounted drill rig using mud rotary drilling techniques. Standard penetration tests (SPTs) will be performed to collected disturbed soil samples that will be used for further characterization. Laboratory testing will be conducted to further characterize subsurface soils and to provide data on the physical characteristics of on-site soils. The laboratory testing will depend on the materials encountered, but testing may include:

- Gradation curves for granular soils;
- Unit weights;
- Atterberg limits;
- Moisture contents; and
- Unconfined compressive strength of soil.

Task 2 Assumptions:

- Shannon & Wilson will coordinate work schedules and site access with HBH and the City;
- Soils are anticipated to be "clean", and cuttings can be disposed of at a site that accepts clean fill; and
- Environmental sampling and site characterization will not be required.

Task 3: Geotechnical Engineering Analyses

Shannon & Wilson will perform the following analyses:

- Characterize site seismic hazards and provide a code-based seismic design spectra;

- Estimate total and differential settlement of the proposed new lagoon;
- Estimate total and differential settlement due to the increase in height of the existing lagoons;
- Evaluate the reuse potential of on-site materials for construction of the existing and proposed lagoons;
- Perform a global stability analysis for the embankment side slopes;
- Provide conceptual dewatering recommendations if the proposed lagoon is planned to be below grade; and
- Provide discussion related to earthwork and compaction of on-site soils.

Task 4: Geotechnical Report Preparation

Shannon & Wilson will summarize our field explorations and engineering analyses, conclusions, and recommendations in a Geotechnical Engineering Report (GER). The GER will first be submitted as a draft to allow for the project design team and the City to provide comments. After comments have been addressed, we will submit a finalized version of the GER.

SCHEDULE

Shannon & Wilson will work closely with HBH and the City to meet the project schedule. We are prepared to begin services promptly upon receipt of notice to proceed. We anticipate that the explorations may require up to 2 days to complete. The draft GER is estimated to take 4 weeks after completion of the subsurface explorations and associated laboratory testing. Depending on the complexity of the comments on the draft report, we estimate that a final report may be prepared within one week of receipt of comments on the draft report.

ESTIMATED FEE

Our work can be performed on a time and materials basis in accordance with our 2024 rates and our standard terms and conditions which are attached to and part of this proposal, or other mutually agreeable terms and conditions. A breakdown of labor and expense is included in the attached Table 1, Estimated Cost of Services Breakdown. The total estimated fee will not be exceeded without prior written authorization.

Shannon & Wilson has prepared and included the attached, "Important Information About Your Geotechnical Proposal," to assist you and others in understanding the use and limitations of our reports.

Thank you for the opportunity to submit this proposal; we look forward to working with you on this project. If you have any questions or wish to discuss further the scope of work and fee, please call me at your convenience at (503) 210-4764.

Sincerely,

SHANNON & WILSON

Elliott Mecham, PE
Senior Associate | Engineer

Kevin Wood, PE
Senior Engineer

KJW:ECM/aec
Enc. Table 1: Estimated Cost of Services Breakdown
Standard Terms and Conditions
Important Information About Your Geotechnical Proposal

I accept the above conditions and authorize the above work to proceed.

By _____ Signature _____
(print)

_____ Date _____
Organization

SHANNON & WILSON, INC.
PORTLAND BRANCH

TABLE 1: ESTIMATED COST OF SERVICES BREAKDOWN

Junction City WWTP Lagoons Upgrades
HBH Consulting Engineering, Inc. **Attn:** Jenny Borth, EIT
110668

February 18, 2024
Shannon & Wilson, Inc.
Prepared by **KJW**

	TASK	VP	Sr. Assoc.	Assoc.	Sr. Prof. III	Sr. Prof. II	Sr. Prof. I	Prof. IV	Prof. III	Prof. II	Sr. Office Srvcs	Office Srvcs IV	Office Srvcs III	Office Srvcs II	TOTAL HOURS	TOTAL LABOR	TOTAL DIRECT COSTS	TOTAL TASK AMOUNT
1	Site Reconnaissance and Review of Existing Information				3			9							12	**$1,890**	$147	$2,037
					$585			$1,305										
2	Field Explorations				3	2		28							33	**$4,995**	$14,881	$19,876
					$585	$350		$4,060										
3	Geotechnical Engineering Analyses		2		6										8	**$1,640**		$1,640
			$470		$1,170													
4	GER Preparation		8		18										26	**$5,390**		$5,390
			$1,880		$3,510													
	TOTALS																	
	TOTAL HOURS		10		30	2		37										
	AVERAGE HOURLY RATES	$275	$235	$220	$195	$175	$160	$145	$135	$120	$145	$125	$115	$105				
	TOTAL LABOR ESTIMATE		$2,350		$5,850	$350		$5,365							79	**$13,915**	$15,029	
											TOTAL ESTIMATED FEES AND LABOR					**$28,944**		

DIRECT COSTS (ODC) BY TASK	1	2	3	4	5	6	7	8	9	10	TOTAL
Travel: Vehicles & Per Diem	147	318									465
Office: Reproduction & Software Useages											
Drilling		12,843									12,843
Subcontractors Traffic Control & Utility Check		550									550
Field Equipment Rentals											
Laboratory Testing		1,170									1,170
Total	147	14,881									15,029

SHANNON & WILSON

STANDARD TERMS AND CONDITIONS

SHANNON & WILSON

Attachment to and
part of Proposal: 110668
Date: 2/21/2024
To: Jenny Borth
HBH Consulting Engineers
Re: Junction City WWTP Lagoons

Standard General Terms and Conditions with Client

ARTICLE 1 – SERVICES OF SHANNON & WILSON

Shannon & Wilson's scope of work (Work) shall be limited to those services expressly set forth in its Proposal and is subject to the terms and conditions set forth herein.

Shannon & Wilson shall procure and maintain all business and professional licenses and registrations necessary to provide its services. Upon Client's request (and for additional compensation, if not already included in Shannon & Wilson's Proposal), Shannon & Wilson shall assist Client in attempting to obtain, or on behalf of Client and in Client's name attempt to obtain, those permits and approvals required for the project for which Shannon & Wilson's services are being rendered.

Client acknowledges, depending on field conditions encountered and subsurface conditions discovered, the number and location of borings, the number and type of field and laboratory tests, and other similar items, as deemed necessary by Shannon & Wilson in the exercise of due care, may need to be increased or decreased; if such modifications are approved by Client, Shannon & Wilson's compensation and schedule shall be equitably adjusted.

If conditions actually encountered at the project site differ materially from those represented by Client and/or shown or indicated in the contract documents, or are of an unusual nature, which materially differ from those ordinarily encountered and generally recognized as inherent for the locality and character of the services provided for in Shannon & Wilson's Work, Shannon & Wilson's compensation and schedule shall be equitably adjusted.

Without increasing the Work, price, or schedule contained in Shannon & Wilson's Proposal, Shannon & Wilson may employ such subcontractors as Shannon & Wilson deems necessary to assist in furnishing its services.

If Shannon & Wilson's Work is increased or decreased by Client, Shannon & Wilson's compensation and schedule shall be equitably adjusted.

ARTICLE 2 – TIMES FOR RENDERING SERVICES

Shannon & Wilson shall perform its services in accordance with the schedule set forth in its Proposal.

If Shannon & Wilson's Proposal sets forth specific periods of time for rendering services, or specific dates by which services are to be completed, and such periods of time or dates are extended or delayed through no fault of Shannon & Wilson, Shannon & Wilson's compensation and schedule shall be equitably adjusted.

If Shannon & Wilson's schedule is increased or decreased by Client, Shannon & Wilson's compensation shall be equitably adjusted.

ARTICLE 3 – PAYMENTS TO SHANNON & WILSON

Invoices shall be prepared in accordance with Shannon & Wilson's standard invoicing practices and shall be submitted to Client by Shannon & Wilson monthly. The amount billed in each invoice shall be calculated as set forth in Shannon & Wilson's Proposal.

Unless Shannon & Wilson's Proposal contains a fixed lump-sum price, Shannon & Wilson's actual fees may exceed the estimate contained in its Proposal. Shannon & Wilson shall not exceed the estimate contained in its Proposal by more than ten percent (10%) without the prior written consent of Client; provided however, unless the Client authorizes additional funds in excess of the estimate contained in Shannon & Wilson's Proposal, Shannon & Wilson shall have no obligation to continue work on the project.

Invoices are due and payable within thirty (30) days of receipt. If Client fails to pay Shannon & Wilson's invoice within thirty (30) days after receipt, the amounts due Shannon & Wilson shall accrue interest at the rate of one and one-half percent (1.5%) per month (or the maximum rate of interest permitted by law, if less) after the 30th day. In addition, Shannon & Wilson may, after giving seven (7) days written notice to Client, suspend services under this Agreement until Shannon & Wilson has been paid in full.

If Client disputes Shannon & Wilson's invoice, only the disputed portion(s) may be withheld from payment, and the undisputed portion(s) shall be paid.

Records of Shannon & Wilson's direct and indirect costs and expenses pertinent to its compensation under this Agreement shall be kept in accordance with generally accepted accounting practices and applicable federal, state, or local laws and regulations. Upon request, such records shall be made available to Client for inspection on Shannon & Wilson's premises and copies provided to Client at cost.

ARTICLE 4 – CLIENT'S RESPONSIBILITIES

Client shall grant or obtain free access to the project site for all equipment and personnel necessary for Shannon & Wilson to perform its services.

ARTICLE 5 – STANDARD OF CARE/ABSENCE OF WARRANTIES/NO RESPONSIBILITY FOR SITE SAFETY OR CONTRACTOR'S PERFORMANCE

Standard of Care

The standard of care for all professional services performed or furnished by Shannon & Wilson under this Agreement shall be the skill and care ordinarily exercised by other members of Shannon & Wilson's profession, providing the same or similar services, under the same or similar circumstances, at the same time and locality as the services were provided by Shannon & Wilson. The construction, alteration, or repair of any object or structure by Shannon & Wilson shall be performed in a good and workmanlike manner in accordance with general industry standards, and conform to this Agreement. Shannon & Wilson warrants for one (1) year from substantial completion of the Work, all goods delivered hereunder shall be new and free from defects in material

or workmanship, and shall conform to the specifications, drawings, or sample(s) specified or furnished, if any, and shall be merchantable and fit for their intended purpose(s). Shannon & Wilson warrants that Shannon & Wilson has good and marketable title to all goods delivered hereunder, and that all goods delivered hereunder shall be free and clear of all claims of superior title, liens, and encumbrances of any kind.

Subsurface explorations and testing identify actual subsurface conditions only at those points where samples are taken, at the time they are taken. Actual conditions at other locations of the project site, including those inferred to exist between the sample points, may differ significantly from conditions that exist at the sampling locations. The passage of time or intervening causes may cause the actual conditions at the sampling locations to change as well.

Interpretations and recommendations made by Shannon & Wilson shall be based solely upon information available to Shannon & Wilson at the time the interpretations and recommendations are made.

Shannon & Wilson shall be responsible for the technical accuracy of its services, data, interpretations, and recommendations resulting therefrom, and Client shall not be responsible for discovering deficiencies therein. Shannon & Wilson shall correct any substandard work without additional compensation, except to the extent that such inaccuracies are directly attributable to deficiencies in Client-furnished information.

No Warranties

Except as expressly stated herein, Shannon & Wilson makes no guarantees or warranties, express or implied, under this Agreement or otherwise, about the Work.

Client-Furnished Documents

Shannon & Wilson may use requirements, programs, instructions, reports, data, and information furnished by Client to Shannon & Wilson in performing its services under this Agreement. Shannon & Wilson may rely on the accuracy and completeness of requirements, programs, instructions, reports, data, and other information furnished by Client to Shannon & Wilson. Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from Shannon & Wilson's reliance on Client-furnished information, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

Site Damage

Shannon & Wilson shall take reasonable precautions to minimize damage to the project site, but it is understood by Client that, in the normal course of Shannon & Wilson's services, some project site damage may occur, and the correction of such damage is not part of this Agreement unless so stated in Shannon & Wilson's Proposal. Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from any project site damage caused by Shannon & Wilson, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

Buried Structures

If there are any buried structures and/or utilities on the project site where subsurface explorations are to take place, Client shall provide Shannon & Wilson with a plan showing their existing locations. Shannon & Wilson shall contact a utility locator service to request that they identify any public utilities. Shannon & Wilson shall use reasonable care and diligence to avoid contact with buried structures and/or utilities as shown. Shannon & Wilson shall not be liable for any loss or damage to buried structures and/or utilities resulting from inaccuracy of the plans, or lack of plans, or errors by the locator service relating to the location of buried structures and/or utilities. Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify, and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from damage to buried structures and/or utilities caused by Shannon & Wilson's sampling, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

Aquifer Cross-Contamination

Despite the use of due care, unavoidable contamination of soil or groundwater may occur during subsurface exploration when drilling or sampling tools are advanced through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading contaminants off the project site. Because Shannon & Wilson is powerless to totally eliminate this risk despite use of due care, and because sampling is an essential element of Shannon & Wilson's services, Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from cross-contamination caused by Shannon & Wilson's sampling, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

Opinions of Probable Construction Costs

If opinions of probable construction costs are included in Shannon & Wilson's Proposal, Shannon & Wilson's opinions of probable construction costs shall be made on the basis of its experience and qualifications and represent its judgment as a professional generally familiar with the industry. Opinions of probable construction costs are based, in part, on approximate quantity evaluations that are not accurate enough to permit contractors to prepare bids. Further, since Shannon & Wilson has no control over: the cost of labor, materials, equipment, or services furnished by others; the contractor's actual or proposed construction methods or methods of determining prices; competitive bidding; or market conditions, Shannon & Wilson cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of the components of probable construction cost prepared by Shannon & Wilson. If Client or any contractor wishes greater assurance as to probable construction cost, Client or contractor shall employ an independent cost estimator.

Review of Contractor's Shop Drawings and Submittals

If review of a contractor's shop drawings and submittals are included in Shannon & Wilson's Proposal, Shannon & Wilson shall review and take appropriate action on the contractor's submittals, such as shop drawings, product data, samples, and other data, which the contractor is required to submit, but solely for the limited purpose of checking for general overall conformance with Shannon & Wilson's design concept. This review shall not include a review of the accuracy or completeness of details, such as quantities; dimensions; weights or gauges; fabrication processes; construction means, methods, sequences or procedures; coordination of the work with other trades; or construction safety precautions, all of which are the sole responsibility of the contractor. Shannon & Wilson's review shall be conducted with reasonable promptness while allowing sufficient time, in Shannon & Wilson's judgment,

to permit adequate review. Review of a specific item shall not be construed to mean that Shannon & Wilson has reviewed the entire assembly of which the item is a component. Shannon & Wilson shall not be responsible for any deviations by the contractor in the shop drawings and submittals from the construction documents, which are not brought to the attention of Shannon & Wilson by the contractor in writing.

Construction Observation

If construction observation is included in Shannon & Wilson's Proposal, Shannon & Wilson shall visit the project site at intervals Shannon & Wilson deems appropriate, or as otherwise agreed to in writing by Client and Shannon & Wilson, in order to observe and keep Client generally informed of the progress and quality of the work. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of any contractor's work, but rather are to allow Shannon & Wilson, as a professional, to become generally familiar with the work in progress in order to determine, in general, whether the work is progressing in a manner indicating that the work, when fully completed, will be in accordance with Shannon & Wilson's general overall design concept. Shannon & Wilson's authority shall be limited to observing, making technical comments regarding general overall compliance with Shannon & Wilson's design concept, and rejecting any work which it becomes aware of that does not comply with Shannon & Wilson's general overall design concept. Shannon & Wilson's acceptance of any non-conforming work containing latent defects or failure to reject any non-conforming work not inspected by Shannon & Wilson shall not impose any liability on Shannon & Wilson or relieve any contractor from complying with their contract documents. All construction contractors shall be solely responsible for construction site safety, the quality of their work, and adherence to their contract documents. Shannon & Wilson shall have no authority to direct any contractor's actions or stop any contractor's work.

If Shannon & Wilson is not retained to provide construction observation of the implementation of its design recommendations, Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson, and indemnify and hold Shannon & Wilson harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from the implementation of Shannon & Wilson's design recommendations, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

No Responsibility for Site Safety

Except for its own subcontractors and employees, Shannon & Wilson shall not: supervise, direct, have control over, or authority to stop any contractor's work; have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by any contractor; be responsible for safety precautions and programs incident to any contractor's work; or be responsible for any failure of any contractor to comply with laws and regulations applicable to the contractor, all of which are the sole responsibility of the construction contractors. This requirement shall apply continuously, regardless of time or place, and shall in no way be altered because a representative of Shannon & Wilson is present at the project site performing his/her duties. Notwithstanding anything to the contrary, Shannon & Wilson shall never be deemed to have assumed responsibility for the project's site safety by either contract or conduct. No act or direction by Shannon & Wilson shall be deemed the exercise of supervision or control of any contractor's employees or the direction of any contractor's performance. Any direction provided by Shannon & Wilson shall be deemed solely to ensure the contractor's general overall compliance with Shannon & Wilson's design concept.

No Responsibility for Contractor's Performance

Except for its own subcontractors and employees, Shannon & Wilson shall not be responsible for safety precautions, the quality of any contractor's work, or any contractor's failure to furnish or perform their work in accordance with their contract documents.

Except Shannon & Wilson's own employees and its subcontractors, Shannon & Wilson shall not: be responsible for the acts or omissions of any contractor, subcontractor or supplier, or other persons at the project site, or otherwise furnishing or performing any work; or for any decision based on interpretations or clarifications of Shannon & Wilson's design concept given without the consultation and concurrence of Shannon & Wilson.

Approval of Contractor's Applications for Payment

If approval of a contractor's applications for payment are included in Shannon & Wilson's Proposal, Shannon & Wilson shall review the amounts due the contractor and issue a recommendation about payment to Client. Shannon & Wilson's review and approval shall be limited to an evaluation of the general progress of the work and the information contained in the contractor's application for payment and a representation by Shannon & Wilson that to the best of the Shannon & Wilson's knowledge, the contractor has performed work for which payment has been requested, subject to further testing and inspection upon substantial completion. The issuance of a recommendation for payment shall not be construed as a representation that: Shannon & Wilson has made an exhaustive check or a detailed or continuous inspection check of the quality or quantity of the contractor's work; approved the contractors means, methods, sequences, procedures, or safety precautions; or that contractor's subcontractors, laborers, and suppliers have been paid.

ARTICLE 6 – CONFIDENTIALITY AND USE OF DOCUMENTS

Confidentiality

Shannon & Wilson agrees to keep confidential and to not disclose to any person or entity (other than Shannon & Wilson's employees and subcontractors), without the prior consent of Client, all information furnished to Shannon & Wilson by Client or learned by Shannon & Wilson as a result of its work on the project; provided however, that these provisions shall not apply to information that: is in the public domain through no fault of Shannon & Wilson; was previously known to Shannon & Wilson; or was independently acquired by Shannon & Wilson from third-parties who were under no obligation to Client to keep said information confidential. This paragraph shall not be construed to in any way restrict Shannon & Wilson from making any disclosures required by law. Client agrees that Shannon & Wilson may use and publish Client's name and a general description of Shannon & Wilson's services with respect to the project in describing Shannon & Wilson's experience and qualifications to others.

Copyrights and Patents – Shannon & Wilson shall indemnify, hold harmless, and defend Client from any and all actions, damages, demands, expenses (including reasonable attorneys' fees and costs), losses, and liabilities arising out of any claims that any goods or services furnished by Subcontractor infringe any patent, trademark, trade name, or copyright.

Use of Documents

All documents prepared by Shannon & Wilson are instruments of service with respect to the project, and Shannon & Wilson shall retain a copyrighted ownership and property interest therein (including the right of reuse) whether or not the project is completed.

Shannon & Wilson grants to Client a non-exclusive, irrevocable, unlimited, royalty-free license to use any documents prepared by Shannon & Wilson for Client. Client may make and retain copies of such documents for their information and use. Such documents are not intended or represented to be

suitable for reuse by Client, or others, after the passage of time, on extensions of the project, or on any other project. Any such reuse without written verification or adaptation by Shannon & Wilson, as appropriate for the specific purpose intended, shall be at Client's sole risk, and Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from such reuse, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract. Any verification or adaptation of the documents for extensions of the project or for any other project by Shannon & Wilson shall entitle Shannon & Wilson to additional compensation to be agreed upon by Client and Shannon & Wilson.

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Shannon & Wilson. Text, data, or graphics files in electronic media format are furnished solely for the convenience of Client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Because data stored in electronic media can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving an electronic file agrees that it shall perform acceptance tests or procedures within 60 days after its receipt, after which, unless notice of any errors are given in writing to the delivering party, the receiving party shall be deemed to have accepted the data thus transferred. Any errors reported within the 60-day acceptance period shall be corrected by the party delivering the electronic files at their sole expense. Shannon & Wilson shall not be responsible for maintaining documents stored in electronic media format after acceptance by Client.

When transferring documents in electronic media format, neither Client nor Shannon & Wilson makes any representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used for the document's creation.

ARTICLE 7 - INSURANCE

Shannon & Wilson shall purchase and maintain during the term of this contract, the following insurance coverage at its sole expense:

Commercial General Liability

$1,000,000 each occurrence/$2,000,000 annual aggregate Bodily Injury/Property Damage Combined Single Limit including Blanket Contractual Liability, Broad Form Products and Completed Operations, Explosion/Collapse/Underground (XCU) Exposures, and Washington Stop Gap coverage.

Auto Liability

$1,000,000 Bodily Injury/Property Damage Combined Single Limit including Owned, Hired, and Non-Owned Liability coverage.

Umbrella Liability

$4,000,000 Bodily Injury/Property Damage combined Single Limit in excess of Commercial General Liability, Auto Liability, and Employers' Liability.

Workers' Compensation

Statutory in monopolistic states and $500,000 per accident/$500,000 per disease/$500,000 disease policy aggregate Employers' Liability in non-monopolistic including if applicable, U.S. Longshore & Harbor Workers coverage.

Professional Liability

$5,000,000 per claims/$5,000,000 annual aggregate for professional errors and omissions including Pollution Liability coverage.
If requested in writing by Client, Shannon & Wilson shall name Client as an additional insured on its Commercial General Liability policy.

If requested in writing by Client, Shannon & Wilson shall deliver to Client certificates of insurance evidencing such coverage. Such certificates shall be furnished before commencement of Shannon & Wilson's services.

Client shall cause Shannon & Wilson and its subcontractors to be listed as additional insureds on any Commercial General Liability insurance carried by Client that is applicable to the project.

Client shall require the project owner to require the general contractor on the project to purchase and maintain Commercial General Liability, Automobile Liability, Workers Compensation, and Employers Liability insurance, with limits no less than set forth above, and to cause Shannon & Wilson and its subcontractors to be listed as additional insureds on that Commercial General Liability insurance. Client shall require the project owner include the substance of this paragraph in the prime construction contract.

All insurance policies shall contain a waiver of subrogation.

ARTICLE 8 - HAZARDOUS ENVIRONMENTAL CONDITIONS

Disclosure of the Existence of Hazardous Environmental Conditions

Client has disclosed to Shannon & Wilson all data known to Client concerning known or suspected hazardous environmental conditions, including but not limited to, the existence of all asbestos, polychlorinated biphenyls, petroleum, hazardous waste, or radioactive material, if any, located at or near the project site, including its type, quantity, and location, or has represented to Shannon & Wilson that, to the best of Client's knowledge, no hazardous environmental conditions exist at or near the project site.

If any hazardous environmental condition is encountered or believed to exist, Shannon & Wilson shall notify Client and, to the extent required by applicable laws and regulations, the project site owner, and appropriate governmental officials.

Disposal of Non-Hazardous Samples and Hazardous or Toxic Substances

All substances on, in, or under the project site, or obtained from the project site as samples or as byproducts (e.g., drill cuttings and fluids) of the sampling process are the project site owner's property. Shannon & Wilson shall preserve such samples for forty-five (45) calendar days after Shannon & Wilson's issuance to Client of the final instrument of service that relates to the data obtained from them. Shannon & Wilson shall dispose of all non-hazardous samples and sampling process byproducts in accordance with applicable law; provided however, any samples or sampling process byproducts that are, or are believed to be, affected by regulated contaminants shall be packaged by Shannon & Wilson in accordance with applicable law, and turned over to

Client or left on the project site. Shannon & Wilson shall not transport store, treat, dispose of, or arrange for the transportation, storage, treatment, or disposal of, any substances known, believed, or suspected to be affected by regulated contaminants, nor shall Shannon & Wilson subcontract for such activities.

Shannon & Wilson shall, at Client's request (and for additional compensation, if not already included in Shannon & Wilson's Proposal), help Client or the project site owner identify appropriate alternatives for transportation, storage, treatment, or disposal of such substances, but Shannon & Wilson shall not make any independent determination about the selection of a transportation, storage, treatment, or disposal facility.

Client or the project site owner shall sign all manifests for the transportation, storage, treatment, or disposal of substances affected by regulated contaminants; provided however, notwithstanding any other provisions of this Agreement to the contrary if Client directs Shannon & Wilson, Shannon & Wilson's employees, or Shannon & Wilson's agents to sign such manifests and/or to hire for Client or the project site owner a contractor to transport store, treat, or dispose of the contaminated substances, Shannon & Wilson shall do so only as Client's disclosed agent.

Contaminated Equipment and Consumables

Client shall reimburse Shannon & Wilson for the cost of decontaminating field or laboratory equipment that is contaminated by regulated materials encountered at the project site and for the cost of disposal and replacement of contaminated consumables. In some instances, the cost of decontamination may exceed the fair market value of the equipment, were it not contaminated, together with the cost of properly transporting and disposing of the equipment. In such instances, Shannon & Wilson will notify Client and give Client the option of paying for decontamination or purchasing the equipment at its fair market value immediately prior to contamination. If Client elects to purchase equipment, Client and Shannon & Wilson will enter into a specific agreement for that purpose. Any equipment that cannot be decontaminated shall be considered a consumable.

Client's Liability for Hazardous or Toxic Materials

Except to the extent caused by Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract, and only to the maximum extent permitted by law, Client shall: indemnify and hold harmless Shannon & Wilson, its subcontractors and their partners, officers, directors, employees, and agents; from and against any and all actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise), claims (including, but not limited to, claims for bodily injury, death, property damage (including bodily injury, death, or property damage to Shannon & Wilson's own employees), or arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Model Toxics Control Act (MTCA), or similar federal, state, or local environmental laws), costs, damages (including without limitation, economic, non-economic, general, special, incidental, consequential), demands, expenses (including, but not limited to, reasonable attorneys' fees and costs of defense), fines, judgments, liens, liabilities, and penalties of any kind whatsoever; arising from the arrangement for and/or ownership, operation, generation, labeling, transportation, storage, disposal, treatment, release, or threatened release of any hazardous or toxic materials, as defined by CERCLA, MTCA, or similar federal, state, or local environmental laws, on and/or from the project site.

ARTICLE 9 - ALLOCATION OF RISK

Indemnification of Client

To the maximum extent permitted by law, Shannon & Wilson shall: indemnify and hold harmless Client, its appointed and elected officials, partners, officers, directors, employees, and agents; from and against any and all actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise), claims (including, but not limited to, claims for bodily injury, death, property damage, (including bodily injury, death, or property damage to Shannon & Wilson's own employees) or arising under CERCLA, MTCA, or similar federal, state, or local environmental laws), costs, damages (including without limitation, economic, non-economic, general, special, incidental, consequential), demands, expenses (including, but not limited to, reasonable attorneys' fees and costs of defense), fines, judgments, liens, liabilities, and penalties of any kind whatsoever; arising from the negligent or wrongful acts, errors, or omissions, or breach of contract or warranty express or implied, by Shannon & Wilson or any of its subcontractors; but only to the extent of Shannon & Wilson's and its subcontractor's relative degree of fault. In furtherance of these obligations, and only with respect to Client, its appointed and elected officials, partners, officers, directors, employees and agents, Shannon & Wilson waives any immunity it may have or limitation on the amount or type of damages imposed under any industrial insurance, worker's compensation, disability, employee benefit, or similar laws. Shannon & Wilson acknowledges that this waiver of immunity was mutually negotiated.

Limitation of Shannon & Wilson's Liability

A. Total Liability Limited to Insurance Proceeds

Notwithstanding any other provisions of this Agreement, and only to the maximum extent permitted by law, the total liability, in the aggregate, of Shannon & Wilson, its subcontractors, and their partners, officers, directors, employees, agents and, or any of them, to Client and/or anyone claiming by, through, or under Client, for any and all actions (whether sounding in tort, contract [express or implied], warranty [express or implied], statutory liability, strict liability, or otherwise), claims (including, but not limited to, claims for bodily injury, death, property damage [including bodily injury, death, or property damage to Shannon & Wilson's own employees] or arising under CERCLA, MTCA, or similar federal, state, or local environmental laws), costs, damages (including without limitation, economic, non-economic, general, special, incidental, consequential), demands, expenses (including, but not limited to, reasonable attorneys' fees and costs of defense), fines, judgments, liens, liabilities, and penalties of any kind whatsoever, arising out of, resulting from, or in any way related to the project or this Agreement, shall be limited to the insurance proceeds payable on behalf of or to Shannon & Wilson by any insurance policies applicable thereto. If you are unwilling or unable to limit our liability in this manner, we will negotiate this limitation and its associated impact on our approach, scope of work, schedule, and price, with you. You must notify us in writing before we commence our work of your intention to negotiate this limitation and its associated impact on our approach, scope of work, schedule, and price. Absent your prior written notification to the contrary, we will proceed on the basis that our total liability is limited as set forth above.

B. Professional Liability Limited to $50,000 or 10% of Fee

With respect to professional errors or omissions only, notwithstanding any other provisions of this Agreement, and only to the maximum extent permitted by law, the total liability, in the aggregate, of Shannon & Wilson, its subcontractors, and their partners, officers, directors, employees, agents, or any of them, to Client and/or anyone claiming by, through, or under Client, for any and all actions (whether sounding in tort, contract [express or implied], warranty [express or implied], statutory liability, strict liability, or otherwise), claims (including, but not limited to, claims for bodily injury, death, property damage [including bodily injury, death, or property damage to Shannon & Wilson's own employees] or arising under CERCLA, MTCA, or similar federal,

state, or local environmental laws), costs, damages (including without limitation, economic, non-economic, general, special, incidental, consequential), demands, expenses (including, but not limited to, reasonable attorneys' fees and costs of defense), fines, judgments, liens, liabilities, and penalties of any kind whatsoever, arising out of, resulting from, or in any way related to the professional errors or omissions of Shannon & Wilson, its subcontractors, or their partners, officers, directors, employees, agents or, or any of them, shall not exceed the aggregate total amount of $50,000.00, or ten percent (10%) of the total compensation actually paid to Shannon & Wilson under this Agreement, whichever is greater. If you are unwilling or unable to limit our professional liability to these sums, we will negotiate the amount of this limitation and its associated impact on our approach, scope of work, schedule, and price, with you. You must notify us in writing before we commence our work of your intention to negotiate the amount of this limitation and its associated impact on our approach, scope of work, schedule, and price. Absent your prior written notification to the contrary, we will proceed on the basis that our total professional liability is limited to $50,000.00 or ten percent (10%) of the total compensation actually paid to Shannon & Wilson under this Agreement, whichever is greater.

ARTICLE 10 – MISCELLANEOUS

Termination

This Agreement may be terminated without further obligation or liability by either party, with or without cause (for convenience), upon thirty (30) days prior written notice to the other. Shannon & Wilson shall be entitled to compensation for all services performed prior to the termination of this Agreement. This Agreement may be terminated by the non-breaching party upon any breach of this Agreement that remains uncured after ten (10) days' notice to the breaching party by the non-breaching party. Upon payment of all amounts due Shannon & Wilson, Client shall be entitled to copies of Shannon & Wilson's files and records pertaining to services performed prior to the termination of this Agreement.

Successors, Assigns, and Beneficiaries

This Agreement shall be binding upon each party's assigns, successors, executors, administrators, and legal representatives.

Neither Client nor Shannon & Wilson may assign or transfer any rights under or interest in this Agreement without the written consent of the other. No assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Shannon & Wilson to any third-party. All duties and responsibilities undertaken under this Agreement shall be for the sole and exclusive benefit of Client and Shannon & Wilson. There are no intended third-party beneficiaries. Notwithstanding the foregoing, should a court find a third-party to be a beneficiary of this Agreement, it is the intent of the parties that the judicially created third-party beneficiary be bound by and subject to all of the terms and conditions of this Agreement.

Jurisdiction, Venue, and Choice of Law

Any applicable Statute of Limitation shall be deemed to commence running on the date which the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than the date of substantial completion of Shannon & Wilson's services under this Agreement. To the maximum extent permitted by law, as a condition precedent to commencing a judicial proceeding, a party shall give written notice of their claims, including all amounts claimed, and the factual basis for their claims, to the other party within one (1) year of when the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than one (1) year from the date of substantial completion of Shannon & Wilson's services under this Agreement. As a condition precedent to commencing a judicial proceeding, a party shall first submit their claims to non-binding mediation through and in accordance with the rules of the American Arbitration Association.

This Agreement shall be construed in accordance with and governed by the laws (except choice and conflict of law provisions) of the state in which the project is located.

Any judicial action shall be brought in the state in which the project is located.

Attorneys' Fees

Should any dispute or claims arise out of this Agreement, whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise, the prevailing party shall be entitled to an award of their reasonable attorneys' fees and costs, including upon appeal and in the enforcement of any judgment. Should neither party prevail on all of their claims or receive all of the relief they sought, then the substantially prevailing party shall be awarded their reasonable attorneys' fees and costs, including upon appeal and in the enforcement of any judgment.

Waiver

A waiver of any of the terms and conditions or breaches of this Agreement shall not operate as a subsequent waiver.

Headings

The headings used in this agreement are for general ease of reference only. They have no meaning and are not part of this Agreement.

Integration

This Agreement, together with all attachments hereto, are incorporated by reference into each other, and supersede all prior written and oral discussions, representations, negotiations, and agreements on the subject matter of this Agreement and represent the parties' complete, entire, and final understanding of the subject matter of this Agreement.

Survival

Notwithstanding completion or termination of this Agreement for any reason, all representations, warranties, limitations of liability, and indemnification obligations contained in this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

Severability

If any of the terms or conditions of this Agreement are found to be void or unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect, and the court shall attempt to judicially reform the void or unenforceable provisions to the maximum extent possible, consistent with the original intent expressed in the provisions, to render it valid and enforceable. If the court is unable to reform the provisions to render it valid and enforceable, the court shall strike only that portion which is invalid or unenforceable, and this Agreement shall then be construed without reference to the void or unenforceable provisions.

SHANNON & WILSON

IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL PROPOSAL

IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL/ENVIRONMENTAL PROPOSAL

More construction problems are caused by site subsurface conditions than any other factor. The following suggestions and observations are offered to help you manage your risks.

HAVE REALISTIC EXPECTATIONS.

If you have never before dealt with geotechnical or environmental issues, you should recognize that site exploration identifies actual subsurface conditions at those points where samples are taken, at the time they are taken. The data derived are extrapolated by the consultant, who then applies judgment to render an opinion about overall subsurface conditions; their reaction to construction activity; appropriate design of foundations, slopes, impoundments, and recovery wells; and other construction and/or remediation elements. Even under optimal circumstances, actual conditions may differ from those inferred to exist, because no consultant, no matter how qualified, and no subsurface program, no matter how comprehensive, can reveal what is hidden by earth, rock, and time.

DEVELOP THE SUBSURFACE EXPLORATION PLAN WITH CARE.

The nature of subsurface explorations—the types, quantities, and locations of procedures used—in large measure determines the effectiveness of the geotechnical/environmental report and the design based upon it. The more comprehensive a subsurface exploration and testing program, the more information it provides to the consultant, helping to reduce the risk of unanticipated conditions and the attendant risk of costly delays and disputes. Even the cost of subsurface construction may be lowered.

Developing a proper subsurface exploration plan is a basic element of geotechnical/environmental design that should be accomplished jointly by the consultant and the client (or designated professional representatives). This helps the parties involved recognize mutual concerns and makes the client aware of the technical options available. Clients who develop a subsurface exploration plan without the involvement and concurrence of a consultant may be required to assume responsibility and liability for the plan's adequacy.

READ GENERAL CONDITIONS CAREFULLY.

Most consultants include standard general contract conditions in their proposals. One of the general conditions most commonly employed is to limit the consulting firm's liability. Known as a "risk allocation" or "limitation of liability," this approach helps prevent problems at the beginning and establishes a fair and reasonable framework for handling them should they arise.

Various other elements of general conditions delineate your consultant's responsibilities. These are used to help eliminate confusion and misunderstandings, thereby helping all parties recognize who is responsible for different tasks. In all cases, read your consultant's general conditions carefully and ask any questions you may have.

HAVE YOUR CONSULTANT WORK WITH OTHER DESIGN PROFESSIONALS.

Costly problems can occur when other design professionals develop their plans based on misinterpretations of a consultant's report. To help avoid misinterpretations, retain your consultant to work with other project design professionals who are affected by the geotechnical/environmental report. This allows a consultant to explain report implications to design professionals affected by them, and to review their plans and specifications so that issues can be dealt with adequately. Although some other design professionals may be familiar with geotechnical/environmental concerns, none knows as much about them as a competent consultant.

OBTAIN CONSTRUCTION MONITORING SERVICES.

Most experienced clients also retain their consultant to serve during the construction phase of their projects. Involvement during the construction phase is particularly important because this permits the consultant to be on hand quickly to evaluate unanticipated conditions, conduct additional tests if required, and when necessary, recommend alternative solutions to problems. The consultant can also monitor the geotechnical/environmental work performed by contractors. It is essential to recognize that the construction recommendations included in a report are preliminary, because they must be based on the assumption that conditions revealed through selective exploratory sampling are indicative of actual conditions throughout a site.

Because actual subsurface conditions can be discerned only during earthwork and/or drilling, design consultants need to observe those conditions in order to provide their recommendations. Only the consultant who prepares the report is fully familiar with the background information needed to determine whether or not the report's recommendations are valid. The consultant submitting the report cannot assume responsibility or liability for the adequacy of preliminary recommendations if another party is retained to observe construction.

REALIZE THAT ENVIRONMENTAL ISSUES MAY NOT HAVE BEEN ADDRESSED.

If you have requested only a geotechnical engineering proposal, it will not include services needed to evaluate the likelihood of contamination by hazardous materials or other pollutants. Given the liabilities involved, it is prudent practice to always have a site reviewed from an environmental viewpoint. A consultant cannot be responsible for failing to detect contaminants when the services needed to perform that function are not being provided.

ONE OF THE OBLIGATIONS OF YOUR CONSULTANT IS TO PROTECT THE SAFETY, PROPERTY, AND WELFARE OF THE PUBLIC.

A geotechnical/environmental investigation will sometimes disclose the existence of conditions that may endanger the safety, health, property, or welfare of the public. Your consultant may be obligated under rules of professional conduct, or statutory or common law, to notify you and others of these conditions.

RELY ON YOUR CONSULTANT FOR ADDITIONAL ASSISTANCE.

Your consulting firm is familiar with several techniques and approaches that can be used to help reduce risk exposure for all parties to a construction project, from design through construction. Ask your consultant, not only about geotechnical and environmental issues, but others as well, to learn about approaches that may be of genuine benefit.

The preceding paragraphs are based on information provided by the Geoprofessional Business Association (https://www.geoprofessional.org)

JUNCTION CITY COUNCIL
AGENDA ITEM SUMMARY

Memorandum of Understanding with the City of Harrisburg

Meeting Date: March 26, 2024 | Agenda Item Number: 6
Department: Public Works | Staff Contact: Gary Kaping
www.junctioncityoregon.gov | Contact Telephone Number: 541-998-3125

ISSUE STATEMENT
This is a request for the Council to review and approve a memorandum of understanding (MOU) with the City of Harrisburg for sanitation services.

BACKGROUND
The City of Harrisburg has reached out to Staff to see if when they get out of their contract with Republic (which could take up to 5 years) if the City of Junction City would provide sanitation services for them.

Staff met with the City of Harrisburg to discuss the possibility of providing service, it is Staff's belief that Junction City could provide sanitation service for them in the future.

Staff sent the MOU to our legal department for their input. The legal team made some changes to the MOU that Harrisburg sent over. Staff sent the MOU back to Harrisburg, Harrisburg had no issues with the changes we made.

Staff is bringing the attached memorandum of understanding for your review.

Staff is recommending the Council approve the MOU.

COMMITTEE REVIEW
The Public Works Committee reviewed this on March 4th and recommended sending it to Council for final approval.

RELATED CITY POLICIES
None

LEGAL REVIEW
This item was reviewed as a part of the packet.

CITY ADMINISTRATOR'S COMMENT
Provide direction to staff as how the Council would like to proceed.

COUNCIL OPTIONS

The Council can, at its pleasure:

- Adopt the resolutions, **Motion: "I make the motion to approve the memorandum of understanding with the City of Harrisburg and authorize the City Administrator to sign the necessary documents. "**
- Provide staff with other direction
- Deny the request

ATTACHMENTS

1) Memorandum of Understanding (MOU)

FOR MORE INFORMATION

Staff Contact: Gary Kaping, Public Works Director
Telephone: 541-998-3125
Staff E-Mail: gkaping@ci.junction-city.or.us

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITIES OF JUNCTION CITY AND CITY OF HARRISBURG
FOR SOLID WASTE & RECYCLING PROGRAM SERVICES

This Memorandum of Understanding ("Memorandum") is made and entered into by and between the City of Junction City and City of Harrisburg, referred to in this Memorandum respectively as "Junction City" and "Harrisburg" or collectively as "Cities."

RECITALS

WHEREAS, Cities are authorized pursuant to ORS 190.003 through 190.110 to enter into intergovernmental agreements for the performance of any or all functions which a party to the agreement has the authority to perform; and

WHEREAS, ORS 459.065 authorizes a local government to enter into any agreement, which the local government determines is desirable, for any period of time, with another local government for the joint preparation or implementation of a solid waste management plan, or for establishment of a joint solid waste management system; and

WHEREAS, the City of Junction City Public Works Department operates Solid Waste Disposal & Recycling Program Services; and

WHEREAS, Cities find it beneficial to enter into a future Intergovernmental Agreement (Agreement) as authorized by ORS 459.065 to obligate and authorize Junction City to provide Solid Waste and Recycling Program Services to Harrisburg citizens in accordance with ORS statutes regulated by the Environmental Quality Commissions or with those approved by the Department of Environmental Quality; and

WHEREAS, Cities enter into this Memorandum of Understanding as an unenforceable statement of their mutual understandings and common expectations of the Cities cooperation to enable each to enter into an enforceable Intergovernmental Agreement no later than February 2029.

AGREEMENT

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. Effective Date and Purpose of Memorandum. This Memorandum specifies that Junction City hereby acknowledges that it is prepared to provide solid waste and recycling program services to Harrisburg citizens as of Feb 1, 2029.

    a. Junction City is willing to provide solid waste and recycling services, if needed, prior to this date, if an actual date of termination of Harrisburg's franchise agreement with Republic Services is earlier than the five-year period required by the current franchise agreement.

b. Notwithstanding the above, under no circumstances will Junction City be able to provide solid waste and recycling services within two years of the effective date of this Memorandum.

c. This is an unenforceable Memorandum of Understanding, that the parties intend to result in an enforceable Intergovernmental Agreement.

d. Each City shall attempt to provide the other with a one-year notice if it decides to terminate this Memorandum and not move forward with the proposed Solid Waste & Recycling Management Plan. Termination of this Memorandum should be discussed between the parties, and neither party is expected to incur expenses in reliance on this Memorandum without consultation and a written agreement that expressly states how those expenses will be distributed between the parties, should this Memorandum terminate.

2. Intergovernmental Agreement: The Cities agree that, subject to changes in state or federal law, an Intergovernmental Agreement shall be established in the future, that will satisfy the requirements of a solid waste management program, and in terms and conditions as required in ORS 459. The future Intergovernmental Agreement will include terms, conditions, or provisions related to the following:

a. Provide for an opportunity to recycle, pursuant to state law, taking advantage of coordinated area-wide recycling collection services;
b. Ensure for a safe, economical and comprehensive solid waste management service, including the efficient accumulation, storage, collection, transportation, and disposal or resource recovery of solid wastes;
c. Ensure rates that are just, fair, reasonable and adequate to provide necessary service to users; determining rates on an annual basis. Cities shall collaborate during the Intergovernmental Agreement negotiation and drafting process on how to move forward with the most equitable way of determining rate increases;
d. Prohibit rate preference and other discriminatory practices, which benefit one or a few users at an expense to other users of the service or the public;
e. Harrisburg must grant to Junction City the right to an exclusive franchise for solid waste & recycling program services;
f. Provide an annual clean-up day to Harrisburg residents.

3. Expectations of the Cities. The following are the expectations the Cities have of each party prior to or as part of any future enforceable Intergovernmental Agreement. These expectations may change prior to a future Intergovernmental Agreement.

a. Harrisburg Expectations. Harrisburg is expected to:

i. Designate the Junction City Solid Waste & Recycling Services Program as the Harrisburg Solid Waste & Recycling Services Program. Junction City will hold full discretionary authority over Harrisburg's solid waste and recycling services program.

b. Junction City Expectations. Junction City is expected to:

i. Continue employment of all Solid Waste & Recycling Services Program services, employees, and supervisors.

ii. Provide all equipment needed for the Solid Waste & Recycling Services Program, including initial roll carts, or containers, whether for garbage or recycling, to all residential properties, plus commercial and industrial properties.

iii. Clean-up Day: Work with Harrisburg to create a clean-up day, similar to Republic Services', on an annual basis.

iii. Delegation. Junction City may not delegate discretionary responsibilities associated with its Solid Waste & Recycling Services Program but may contract with other agencies or third-party contractors to perform different aspects of the program, such as technical assistance services. If Junction City chooses to contract, under separate franchise or other services agreement, for the provision of related solid waste and recycling services within its City prior to execution of the Intergovernmental Agreement, it is the parties' expectation that there will be no Intergovernmental Agreement related to solid waste and recycling services as anticipated under this Memorandum.

iv. Junction City will provide a franchise fee to the City of Harrisburg, based upon t5% of the gross revenue from service provided by Junction City to residents and persons within the City. The provisions in relation to the Franchise Fee shall be the same as provided in the current Republic Services Franchise Agreement, except that the future IGA will include an increase in franchise fees every year until it reaches the current franchise fee of 7%.

c. General Provisions.

i. Cities shall collaborate on a communications plan for how the services will be changed from Republic Services, to the Junction City Solid Waste & Recycling Management Plan, a minimum of one year ahead of the date that the program is scheduled to start in Harrisburg.

ii. Harrisburg will be responsible for notifications to citizens in Harrisburg in the months prior to the first month of operations.

4. Entire Agreement. This memorandum of understanding constitutes an initial agreement to later enter a formal agreement between the parties concerning the provision of Solid Waste & Recycling Program Services. The terms of this Memorandum may not be modified or amended except in writing signed by each party to this memorandum.

5. This Memorandum will continue in effect from the date of execution by both Cities on an annual basis until either: a) a replacement formal Agreement for Services is executed by the parties or b) either party notifies the other in writing of its intent to terminate under Section 1.d.

IN WITNESS WHEREOF the parties have caused this Memorandum to be signed by their duly authorized representatives as of the dates set forth below.

CITY OF JUNCTION CITY, OREGON

By: _____
Jason Knope, City Administrator

Dated _____, 2023

CITY OF HARRISBURG, OREGON

By: _____
Michele Eldridge, City Administrator

Dated _____, 2024

JUNCTION CITY COUNCIL
AGENDA ITEM SUMMARY

City Supplied Parts for Bailey Well

Meeting Date: March 26, 2024 | Agenda Item Number: 7
Department: Public Works | Staff Contact: Gary Kaping
www.junctioncityoregon.gov | Contact Telephone Number: 541-998-3125

ISSUE STATEMENT
This is a bid for parts that the City needs to supply for the Bailey well.

BACKGROUND
Staff has been working with our integrator of record (The automation group TAG) on specific parts that the City will need to provide for Bailey well. The City wants to make sure that we have control over the part as we want to keep these the same as what we use in the other wells. If not, a contractor could buy parts that are not as good and don't match what we have or stock for emergency repairs.

Staff asked TAG to get quotes for all the parts we need to supply and also to price out the generator and transfer switch that needs to be installed for the well. The quotes are attached for Council to review.

Parts	$129,246.00 + 20% Contingency for total $151,495.00
Generator and Transfer Switch	$92,880.00

It is Staff's recommendation to purchase the parts and the generator and transfer switch as some of these have a very long lead time.

Staff believes that the Council should approve this so we can get the parts coming as soon as possible.

Staff has set aside the funds for this project in the water capital fund.

COMMITTEE REVIEW
The Public Works Committee has not reviewed this as it came in after their March meeting.

RELATED CITY POLICIES
- Procurement rule.

LEGAL REVIEW
This item was reviewed as a part of the packet.

CITY ADMINISTRATOR'S COMMENT
To approve this project as presented.

COUNCIL OPTIONS
The Council can, at its pleasure:

- Accept the request to purchase the parts, generator, and transfer switch for Bailey well.
- **Motion: "I make a motion to authorize the purchase of the parts for Bailey well in the amount not to exceed $151,495.00 and the generator and transfer switch in the amount of $92,880.00 and authorize the Public Works Director to make the purchase of these items.**
- Deny the request.

ATTACHMENTS

- TAG Quote 240311C
- TAG Quote 240220C.

FOR MORE INFORMATION

Staff Contact: Gary Kaping, Public Works Director
Telephone: 541-998-3125
Staff E-Mail: gkaping@ci.junction-city.or.us

The Automation Group, Inc.
www.tag-inc.us
CCB #172838
Phone: 541/359-3755

QUOTE

Quote # 240311C
March 11, 2024

Gary Kaping
Public Works Director
Public Works Department
1171 Elm Street, Junction City, OR 97448

RE: City of Junction City - **BlueStar Diesel 150kw (Supply Only)**

Project Scope: TAG is providing a Supply Only Quotation for (1) 150kw Diesel Generator. **Please Note: This quote does NOT include a Concrete Generator Pad, Crane, Fuel, Installation, Wiring, Testing and Training.**

Materials:

- **One (1) 150kw Diesel Generator – Currently In stock (Subject to Prior Sale)**
  - MANUFACTURER: Blue Star Power Systems Inc.
  - YEAR: 2023
  - HERTZ: 60
  - RATING: Standby
  - ENGINE: John Deere 6068HF285
  - EPA RATING: TIER 3
  - FUEL TYPE: Diesel
  - KW OUTPUT: 150
  - KVA OUTPUT: 150
  - HOURS: New
  - MOBILITY: Stationary
  - DEEP SEA CONTROLLER MODBUS/ETHERNET IP COMMUNICATIONS
- **One (1) 600A 480V, 60Hz ATS**
  - 600A WCR 50KA @ 480VAC
  - Voltage: 277/480V, 3PH, 4W, Grounded Neutral, 3-Pole
  - Standard ATS, Open Transition
  - Enclosure: Neam-3R SD, ASA #61 Grey w/Controller Cover
  - Utility (Source#1) Generator (Source#2) Switching Devices: Molded Case Switch
  - Approval Standard: UL 1008 /CSA C22.2NO 178

Tasks:

- Procure Generator Listed Above
- Job Site Freight
- Submittals

Clarification/Exclusions:

- Concrete Pad & Crane for Delivery
- Electrical/Mechanical Installation
- Permits, Fees, Bonds, Inspections, etc.
- TAG's Labor Pricing is not affected by the National Supply Chain Shortages, but due to Vendors rapidly increasing material prices, we may need to reprice some materials at time of order.
- Lead Times for specific materials are very unpredictable at this time and cannot be verified until orders are placed. We are also seeing some items slipping from the predicted delivery dates after order by a few

Thank you,
Christopher Rodriguez
Christopher Rodriguez
Office: 541-359-3755
estimating@tag-inc.us

weeks and also seeing some items showing up early. TAG will track progress on orders and provide updates.

- Payments with Credit Cards will have additional charges added to the price below based on the current % rate of the processor.

City of Junction City - BlueStar Diesel 150kw (Supply Only) Price $75,911.00

City of Junction City – 600A Automatic Transfer Switch (Supply Only) Price $16,969.00

Thank you,

Christopher Rodriguez

Christopher Rodriguez
Office: 541-359-3755
estimating@tag-inc.us

The Automation Group, Inc.
www.tag-inc.us
CCB #172838
Phone: 541/359-3755

QUOTE

Quote # 240220C
March 20, 2024

Gary Kaping
Public Works Director
Public Works Department
1171 Elm Street, Junction City, OR 97448

RE: Junction City New Bailey Well – Owner Furnished Items for Bid

Project Scope:
TAG is providing a Supply Only Quotation directly to the City of Junction City for Owner provided items described below. The materials provided include (1) PLC Control Panel with a AB CompactLogix PLC, OIT, Ethernet Radio, and Power Supplies. (1) VFD Control Panel with a 100hp AB PowerFlex 755 AC Drive, Line and Load Reactors, Main Circuit Breaker Disconnect, and Transformer. Instrumentation provided includes (1) Hach Chlorine Analyzer with pH Probe, and a SC4500 Controller. (1) E+H 8" Promag Flowmeter including grounding rings, (1) FMX21 Level Transmitter including temperature with Terminal Junction Box. **Please Note: This quote does NOT include any Installation, Programming, and Training.**

Materials:

- **One (1) PLC Control Panel** – 42X42X12 Hoffman Nema 12 Enclosure, with Back Panel, Lighting, and Fans.
  - CompactLogix 750KB DI/O AI/O Controller
  - CompactLogix I/O Cards
  - 7" Panelview Plus 7 OIT
  - Radio; Trio JR900 Ethernet Radio Modem and 900MHz Yagi Antenna
  - 24VDC Power Supply for PLC Panel
  - Control Relays and Bases
  - 8-Port Stratix 2500 Switch
  - Uninterruptable Power Supply (1,000 Watt & Status I/O card)
  - Surge Protector
  - Circuit Breakers
  - Din-Rail
  - Terminal Blocks
  - Wire Way
  - UL508A Label
- **One (1) VFD Control Panel** – 60x48x16 Hoffman Nema 12 Enclosure, with Back Panel, Lighting, and Fans
  - PowerFlex 755 AC Drive, 480 VAC, 3 PH, 156 A 125 Hp ND 100 Hp HD, AC
  - HIM Mounting Kit
  - Line and Load Reactors
  - Circuit Breaker Main Disconnect
  - Selector Switches & Pilot Lights
  - Exhaust Fan & Louvers
  - Circuit Breakers
  - Control Relays and Bases
  - Din-Rail
  - Terminal Blocks
  - Wire Way
  - UL508A Label

Thank you,
Christopher Rodriguez
Christopher Rodriguez
Office: 541-359-3755
estimating@tag-inc.us

Instrumentation Supplied:

- One (1) Hach Chlorine Analyzer, SC4500 Controller, with pH Sensor.
- One (1) E+H Promag W400 8" Magnetic Flow Meter with Grounding Rings
- One (1) E+H WaterPilot FMX21 Level Transmitter with Terminal Junction Box
- E+H Instruments Carry a 3-Year Warranty at no Additional Charge.

Tasks:

- Procure Materials Listed Above
- Panel Design
- Panel Fabrication
- Factory Testing Control Panels listed Above
- O&M Manuals
- Startup and Testing of Control Panels
- Record Drawings

Clarification/Exclusions:

- PLC/OIT/SCADA Programming and Software
- Electrical/Mechanical Installation
- Permits, Fees, Inspections, etc.
- Radio Antenna, Mast, Feedline, and Connectors
- TAG's Labor Pricing is not affected by the National Supply Chain Shortages, but due to Vendors rapidly increasing material prices, we may need to reprice some materials at time of order.
- Lead Times for specific materials are very unpredictable at this time and cannot be verified until orders are placed. We are also seeing some items slipping from the predicted delivery dates after order by a few weeks and also seeing some items showing up early. TAG will track progress on orders and provide updates.
- Payments with Credit Cards will have additional charges added to the price below based on the current % rate of the processor.

One (1) PLC Control Panel	**Price $46,543.00**
One (1) VFD Control Panel	**Price $39,296.00**
Instrumentation	**Price $28,963.00**
Main Distribution Panel (Inside)	**Price $7,408.00**
Main Service Breaker (Outside)	**Price $7,036.00**

Total Price $129,246.00

Thank you,

Christopher Rodriguez

Christopher Rodriguez
Office: 541-359-3755
estimating@tag-inc.us

JUNCTION CITY COUNCIL
AGENDA ITEM SUMMARY

Budget Committee Appointment

Meeting Date: March 26, 2024
Department: Finance
www.junctioncityoregon.gov

Agenda Item Number: 8
Staff Contact: Mike Crocker
Contact Telephone Number: 541-998-2153

ISSUE STATEMENT

The Budget Committee has two vacant positions with unexpired terms.

Vacant Positions:
Position 4 – Expires December 31, 2024
Position 7 – Expires December 31, 2025

The City has received one application.

BACKGROUND

Per ORS294.414 Budget Committee

> (1) Except as provided in ORS 294.423, the governing body of each municipal corporation shall establish a budget committee in accordance with the provisions of this section.
>
> (2) The budget committee shall consist of the members of the governing body and a number, equal to the number of members of the governing body, of electors of the municipal corporation appointed by the governing body; if there are electors few than the number required, the governing body and the electors who are willing to serve shall be the budget committee; and if there are no electors willing to serve, the governing body shall be the budget committee.

The service term for each citizen position is three years and they are staggered to provide consistency. The citizen or elector positions are appointed by the governing body as a whole.

The City followed the process as defined in Resolution No. 1013 for posting and recruitment. The applications received are attached for your reference and review.

COMMITTEE REVIEW AND/OR RECOMMENDATION

No Committee review, Council appointments.

RELATED CITY POLICIES

1. The Budget Committee formation is primarily governed by ORS 294.
2. Resolution No.1013, Vacancy Recruitment

LEGAL REVIEW

Reviewed as part of the Council packet.

CITY ADMINISTRATOR'S COMMENT

The City Administrator requests that Council follow process for appointments.

COUNCIL OPTIONS

1. **Approve -** MOTION: "I make a motion to appoint a member to the city's Budget Committee as follows:

   ___(name)____ to position # __.

2. **Other Direction to staff**

3. **Take no action.** No Motion needed.

ATTACHMENTS

A. Julie Nowacki, application

FOR MORE INFORMATION

Staff Contact: Mike Crocker
Telephone: 541-998-2153
Staff E-Mail: mcrocker@ci.junction-city.or.us

City of Junction City
Application for Budget Committee

Name: Julie Nowacki Date: 3/9/2024

Address: 420 Timothy St. Home Phone.

Junction City, OR 97448 Work Phone:

Occupation: Self- Owner Media Agency E-Mail:

Have you resided within the City limits of Junction City for one year? X Yes ___No

Are you an officer or employee of the City? ___ Yes X No

Are you a qualified voter of the City? X Yes ___No

Are you available for evening meetings? X Yes ___No

Have you served previously on any City of Junction City Committees, Commissions, Council or other Boards? ___ Yes x No

If yes, which one/ones and when?

Why do you want to serve now? (Use reverse or additional sheet if needed)
As a Junction City resident I have been involved in decision making for community initatives in Eugene. I am looking forward to understanding how the funding is dispersed in Junction City and how it is allocated to benefit our residents.

Please list any special qualifications you may have: 20+ years of executive administration, 15 years of accounting, 5+ years of media, marketing and publicity.

Signatur

PLEASE R...RN YOUR COMPLETED APPLICATION TO:

City Recorder
880 Greenwood St
PO Box 250
Junction City OR 97448 Phone: 541-998-2153
Fax: 541-998-3140