

Knappa School District No. 4 • Knappa, Oregon 97103
Board of Directors' Budget Committee Meeting
Wednesday, June 8, 2022

Budget Committee Meeting
6:30 p.m.

Call to Order –Chair Connie Hunt
Flag Salute

1. New Business

- 1.1 Approve Minutes from May 4, 2022 Budget Meeting
- 1.2 Budget Document Review- (Diane Barendse)
- 1.3 Approve 22-23 Budget

2. Communications and Hearing of Interested Parties

The Board welcomes visitors to our meetings, and values comments from district patrons that improve the quality of education for students. The Board, at their discretion, will recognize comments from the audience. We must require, however, that complaints be directed through the administration for resolution. Comments made during this session must be free of abusive language, personal attacks on district personnel, and not directed towards any department which, due to its low staffing, would amount to an attack by in affect naming district personnel. We also ask that presentations be limited to (3) minutes.

Board Meeting
7:00 p.m.

Call to Order –Chair Ed Johnson
Flag Salute

1. New Business

- 1.1 Klash Group Professional Service Contract- (approve bond owner's rep contract)
- 1.2 Juneteenth Holiday- (motion needed)

Next Meeting • Wednesday, June 22, 2022, School Board Meeting, Knappa High School Library
5:30 p.m.

Knappa School District No. 4 • Knappa, Oregon 97103
Board of Directors Budget Committee Meeting
Wednesday, May 4, 2022

6:30 p.m.

Present

Director Ed Johnson
Cullen Bangs, Vice Chair
Christa Jasper, Director

Michelle Finn- Director

Absent

Will Isom, Director

William Fritz Ph. D, Superintendent
Jennifer Morgan, Superintendent & Board
Secretary
Diane Barendse, Business Manager

Derek Bangs-Budget Committee
Connie Hunt-Budget Committee
Gretchen Allen-Budget Committee
Lindsay Davis-Budget Committee
Carrie Doner-Budget Committee

1. **Call to Order-6:30 p.m.**
Flag Salute

New Business

Committee Chairperson Selection-Johnson moved to have Connie Hunt be the budget chair person, D. Bangs seconded, approved unanimously. Hunt asked everyone introduce themselves.

Budget Message-Superintendent Fritz-Fritz reviewed the budget message with the board and budget committee.

Budget Document Review-Business Manager Diane Barendse-Barendse reviewed the budget PowerPoint with the board and budget committee. Discussion followed on ADMw, beginning fund balances, transportation reimbursements, the 8% ending fund balance, and deficit spending. Fritz stated we should always have more revenue than expenditures. D. Bangs asked about staffing last year to this year, was this just moving staff around, Barendse stated yes and we are still short positions that are included in the budget. Hunt asked about spending down the beginning fund balance, is there any language in statute, Fritz stated yes, and we can spend what we budget, but not spend money we don't have. Discussion followed. Barendse asked the committee to send her any questions and she will create a shared Google doc with those. The next meeting is June 8th

Other-nothing at this time.

Communications and Hearing of Interested Parties

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Nothing at this time.

Adjourn-D. Bangs moved to adjourn, Allen seconded 7:21 p.m.

Next Meetings •

Wednesday, May 18, 2022 Regular School Board Meeting • **6:30** p.m. Knappa High School Library
and Wednesday, June 8, 2020 Budget Committee Meeting **6:30** p.m. Knappa High School Library.

BOND DEBT SERVICE**Knappa School District No. 4
General Obligation Bonds, Series 2022A and 2022B
Current Market Rates 2-10-22
Final Numbers 1026**

Period Ending	Principal	Coupon	Interest	Compounded Interest	Debt Service	Annual Debt Service
12/30/2022			424,366.67		424,366.67	
06/30/2023			263,400.00		263,400.00	687,766.67
12/30/2023			263,400.00		263,400.00	
06/30/2024	169,926.75	1.280%	263,400.00	5,073.25	438,400.00	701,800.00
12/30/2024			263,400.00		263,400.00	
06/30/2025	204,972.40	1.450%	263,400.00	10,027.60	478,400.00	741,800.00
12/30/2025			263,400.00		263,400.00	
06/30/2026	218,853.15	1.660%	263,400.00	16,146.85	498,400.00	761,800.00
12/30/2026			263,400.00		263,400.00	
06/30/2027	232,238.70	1.770%	263,400.00	22,761.30	518,400.00	781,800.00
12/30/2027			263,400.00		263,400.00	
06/30/2028	275,000.00	4.000%	263,400.00		538,400.00	801,800.00
12/30/2028			257,900.00		257,900.00	
06/30/2029	310,000.00	4.000%	257,900.00		567,900.00	825,800.00
12/30/2029			251,700.00		251,700.00	
06/30/2030	345,000.00	4.000%	251,700.00		596,700.00	848,400.00
12/30/2030			244,800.00		244,800.00	
06/30/2031	380,000.00	4.000%	244,800.00		624,800.00	869,600.00
12/30/2031			237,200.00		237,200.00	
06/30/2032	420,000.00	4.000%	237,200.00		657,200.00	894,400.00
12/30/2032			228,800.00		228,800.00	
06/30/2033	460,000.00	4.000%	228,800.00		688,800.00	917,600.00
12/30/2033			219,600.00		219,600.00	
06/30/2034	505,000.00	4.000%	219,600.00		724,600.00	944,200.00
12/30/2034			209,500.00		209,500.00	
06/30/2035	550,000.00	4.000%	209,500.00		759,500.00	969,000.00
12/30/2035			198,500.00		198,500.00	
06/30/2036	600,000.00	4.000%	198,500.00		798,500.00	997,000.00
12/30/2036			186,500.00		186,500.00	
06/30/2037	650,000.00	4.000%	186,500.00		836,500.00	1,023,000.00
12/30/2037			173,500.00		173,500.00	
06/30/2038	705,000.00	4.000%	173,500.00		878,500.00	1,052,000.00
12/30/2038			159,400.00		159,400.00	
06/30/2039	760,000.00	4.000%	159,400.00		919,400.00	1,078,800.00
12/30/2039			144,200.00		144,200.00	
06/30/2040	820,000.00	4.000%	144,200.00		964,200.00	1,108,400.00
12/30/2040			127,800.00		127,800.00	
06/30/2041	885,000.00	4.000%	127,800.00		1,012,800.00	1,140,600.00
12/30/2041			110,100.00		110,100.00	
06/30/2042	955,000.00	4.000%	110,100.00		1,065,100.00	1,175,200.00
12/30/2042			91,000.00		91,000.00	
06/30/2043	1,025,000.00	4.000%	91,000.00		1,116,000.00	1,207,000.00
12/30/2043			70,500.00		70,500.00	
06/30/2044	1,095,000.00	4.000%	70,500.00		1,165,500.00	1,236,000.00
12/30/2044			48,600.00		48,600.00	
06/30/2045	1,175,000.00	4.000%	48,600.00		1,223,600.00	1,272,200.00
12/30/2045			25,100.00		25,100.00	
06/30/2046	1,255,000.00	4.000%	25,100.00		1,280,100.00	1,305,200.00
	13,995,991.00		9,291,166.67	54,009.00	23,341,166.67	23,341,166.67

**KNAPPA SCHOOL DISTRICT #4
MOTION TO APPROVE BUDGET**

I move to approve the Knappa School District #4 budget for 2022-2023 as follows:

General Fund	\$ 8,260,262
Special Revenue Funds	4,862,824
Debt Service Fund	687,790
Capital Project Funds	22,520,000
Total, All Funds	<u>\$ 36,330,876</u>

As presented/amended, with a tax rate of \$4.6062 per \$1,000 of assessed value to be assessed in support of the General Fund, and in the amount of \$714,000 for debt service for general obligation bonds.

Knappa School District #4
Board Meeting Background Information

☐ Policy
☒ Financial
☐ Discussion

☐ Vision & Goals
☐ Information
☐ Resolution

☒ Capital Projects

Item Title: Award of Contract for Owner's Representative Construction Manager Work

Presenter: Dr. Bill Fritz, Superintendent

Background Information Related to this Issue:

The District's taxpayers supported Knappa School District's Capital Construction Bond on November 2, 2021 by a 67.4% vote.

The bonds closed on February 26, 2022, yielding an additional \$ 2,194,751.30 in bond premiums.

While the district plans to self-manage many aspects of the bond project, technical expertise and advocacy will be needed prior to publishing an RFP for a design-build contractor and during the planning and construction phase to ensure the project is done right.

On April 19, 2022, the district published a RFQ for project management services using the Oregon Buys procurement portal. The district received four proposals, only three of which were properly responsive.

An eight-member stakeholder committee was formed to review the proposals, and based on the ratings, consistent with the team's dialogue, two finalist firms were identified for interviews.

Interviews were held on April 29, 2022. Based on interviewer ratings, consistent with the team's discussion, Klosh Group was identified as the top firm. After that date, contract negotiations commenced.

Klosh Group's team is local, with the Senior Project Manager (Jeff Caldwell) working out of Seaside, OR and the Project Manager (Ann Gyde) working from Astoria. The firm has relevant school design experience and design-build experience. References from previous clients were stellar, including both the firm and the specific members of the team. This firm understands the importance of building a strong relationship with the client and relevant stakeholders as well as the importance of being efficient with use of public resources.

Background (con't)

The attached contract represents the negotiated contract between the District and Kloth Group for owner's representative services up to the time when a design-build firm is selected. This includes ongoing information gathering elements, engagement with stakeholders, serving as a liaison with the current architect firm, drafting the design-build Request for Proposals (RFP), and assisting with firm selection.

Counsel has reviewed the agreement for legal compliance.

Financial Impact:

The maximum cost for services is \$69,750, which will be charged to bond proceeds.

Recommended Action:

It is the recommendation of the Superintendent that the School Board award the attached contract to Kloth Group for owner's representative / construction management services.

PROFESSIONAL SERVICES CONTRACT

EFFECTIVE DATE: May 17, 2022

OWNER: Knappa School District
41535 Old Highway 30
Astoria, OR 97103

CONSULTANT: Kloth Group, Inc.

THE PROJECT: Knappa School District – Capital Bond Program – Preconstruction Services

This Professional Services Contract (“Contract”) is entered into by and between Knappa School District (“Owner”), an Oregon corporation, and Kloth Group, Inc. (“Consultant”), with respect to the project in Knappa School District New Gym (“Project”), effective on the Effective Date set out above.

AGREEMENT

A. THIS CONTRACT. This Contract is comprised of this Agreement, the General Conditions set out below, and the Exhibits expressly incorporated in either. This Contract is the integrated and complete agreement of the parties with respect to the subject matter thereof, and supersedes any and all prior or contemporaneous statements, representations, promises, understandings or agreements, whether oral or written. This Contract may be amended only by a change order or other written amendment or modification signed by an authorized representative of both parties.

B. DESCRIPTION OF THE SERVICES. The “Services” means all activities, obligations, duties, requirements and responsibilities described in, or reasonably inferable from, the document attached hereto as Exhibit A.

C. COMPENSATION. As full consideration for performance of the Services, Owner will pay Consultant based on the rates described in Exhibit B, up to a maximum amount payable under this Contract of **\$69,750.00**. Consultant will not be entitled to compensation in excess of such amount for any services performed on the Project without the prior written directive or approval of such services by Owner.

D. SCHEDULE. Consultant will perform and complete the Services timely. Consultant and Owner agree that time is of the essence in this Agreement. Consultant will make commercially reasonable efforts in light of its role on the Project, to facilitate completion any identified deliverables in accordance with the schedule described in Exhibit C (the “Schedule”).

E. CHANGES. Upon changes to the scope of Services, Kloth shall provide written notice of the change in scope of services and compensation and the associated cost before proceeding to execute the work. If Owner does not provide written objection to Kloth within five (5) days, the request for change in scope and compensation is deemed granted.

F. DAMAGES. In recognition of the relative consideration earned and the potential risk associated with this Project, Owner and Consultant agree that the total amount of all claims whatsoever Owner may have against Consultant arising from or relating to the services provided under this Agreement, including but not limited to claims for negligence, negligent misrepresentation, and breach of contract, shall be strictly limited to the available amount of professional liability and/or general liability insurance maintained by and payable on behalf of Consultant for any claims. Owner agrees that this limitation on liability shall further extend to any individual such that no claim whatsoever arising out of or related to this Contract may be asserted against any individual, agent or employee of Consultant.

G. DEFINED TERMS. The terms defined in this Agreement will be given the same meaning in the General Conditions and Exhibits, and terms defined in the General Conditions will be given the same meaning in this Agreement and the Exhibits. Other terms will be given their meaning typically given within the design and construction industry, or otherwise will be given their common meaning.

H. DESIGNATED REPRESENTATIVES. Owner and Consultant each designate the following representatives authorized to act on their behalf for purposes of this Contract. Owner and Consultant will communicate through and give notice to the designated representatives regarding this Contract and the Services. Owner and Consultant each may change its designated representative or that representative's contact information at any time by giving notice pursuant to this Section.

(1) **Owner's Representative:**

Knappa School District
41355 Old Highway 30
Astoria, OR 97103
William Fritz, Superintendent
Email: fritz@knappk12.org
Phone: 503.458.5993 x 301

(2) **Consultant's Representative:**

Ann Gyde, Project Manager
4854A SW Scholls Ferry Road, Portland, Oregon 97225
Email: ann@kloshgroup.com
Phone: 503.468.9970

Abram Jenks, Sr Project Manager
4854A SW Scholls Ferry Road, Portland, Oregon 97225
Email: abram@kloshgroup.com
Phone: 503.729.0566

Jeff Caldwell, President
4854A SW Scholls Ferry Road, Portland, Oregon 97225
Email: jeff@kloshgroup.com
Phone: 503-679-0259

I. EXHIBITS. The following Exhibits are hereby incorporated into this Contract:

- (1) Exhibit A – Scope of Services
- (2) Exhibit B – Fee Proposal/Hourly Rates/Reimbursable Expenses
- (3) Exhibit C - Schedule
- (4) Exhibit D – Insurance Requirements

J. EXECUTION OF AGREEMENT. This Agreement may be executed in several counterparts, each of which will constitute an original, and all of which will constitute one and the same legally binding contract. A facsimile, PDF or other electronic signature will be considered to be an original. The individuals signing this

Agreement certify that they are authorized to execute this Agreement on behalf of Consultant and Owner, respectively.

CONSULTANT:

KLOSH GROUP, INC.

By: _____
(signature)

Name: _____

Title: _____

Date: _____

OWNER:

KNAPPA SCHOOL DISTRICT

By: _____
(signature)

Name: _____

Title: _____

Date: _____

GENERAL CONDITIONS

ARTICLE 1. THE SERVICES.

1.1 Consultant will perform the Services in strict accordance with the terms of this Contract. The Services will include any services performed by Consultant on the Project prior to the date hereof.

1.2 Other than as described in Exhibit A, Consultant will not contract with or otherwise use any subconsultants, subcontractors or other non-employee persons or entities ("Subconsultants") to perform the Services without the prior written approval of Owner.

1.3 Consultant will coordinate the Services with the services of other architects, engineers, consultants and contractors working on the Project.

1.4 Consultant and the Subconsultants, if any, will exercise that degree of care in performing the Services in accordance with that prevailing among firms of comparable standing when performing similar services for projects similar to the Project in the jurisdiction where the Project is located ("Professional Standard"). Consultant will promptly correct or re-perform those Services not meeting the Professional Standard without additional compensation.

1.5 Consultant and the Subconsultants will comply with all applicable laws, statutes, codes, ordinances, rules, regulations and lawful orders.

1.6 Owner may direct Consultant to perform particular services without waiving the right to assert that such services were included in the Services. Owner also may direct Consultant to perform particular services which both parties agree are additional services but as to which there is no agreement regarding the additional compensation to be paid for the additional services, in which case Consultant will proceed to perform the services and the compensation paid for the additional services will be determined either by a future agreement of the parties or in accordance with Article 14.

1.7 During the performance of this Contract, Consultant will follow any reasonable Owner policies and procedures regarding performance of services or work on the Project, and Consultant will cause all Subconsultants to comply with these policies and procedures. But nothing in this Section requires Owner to develop policies and procedures or to provide policies and procedures to Consultant.

1.8 Owner's review, approval, acceptance, use, or payment for all or any part of the Services hereunder will in no way alter the Consultant's obligations or Owner's rights hereunder, and will not excuse or diminish Consultant's responsibility for performing all Services consistent with this Contract.

1.9 If Consultant's proposal is incorporated herein, any conflicts between the proposal and this Contract will be resolved in favor of this Contract.

ARTICLE 2. SCHEDULE FOR THE SERVICES.

2.1 By executing the Agreement, Consultant agrees to perform the Services pursuant to the Schedule through Schematic Design Estimate & Design Alignment in Mid-December 2022.

ARTICLE 3. COMPENSATION.

3.1 Consultant's compensation described in Section C and Exhibit B of the Agreement will be full compensation and consideration for the satisfactory performance of all of Consultant's obligations under this Contract.

3.2 If applicable, payments for reimbursable expenses are set forth and identified in Exhibit B. Consultant will not be entitled to reimbursement of any expenses other than those stated in Exhibit B, and Consultant's reimbursement for reimbursable expenses will be limited to the amount stated in Exhibit B unless otherwise approved in writing in advance by Owner.

3.3 Payments under this Contract will be due thirty (30) days after Owner's receipt of monthly invoices. Owner may withhold from any progress or final payment any damages, backcharges or claims incurred or anticipated by Owner to the extent caused by Consultant. For anticipated damages, backcharges or claims, Owner may withhold up to one hundred fifty percent (150%) of the amount anticipated.

ARTICLE 4. RECORDS/OWNERSHIP AND USE OF DOCUMENTS.

4.1 Consultant will maintain all financial records relating to this Contract in accordance with generally accepted accounting principles. Consultant will grant Owner and its duly authorized representatives' access at all reasonable times to all such records and all other books, documents, papers, drawings, and writings of Consultant or the Subconsultants that refer or relate in any way to this Contract. All such records, books, documents, papers, drawings, and writings will be retained by Consultant and kept accessible for a minimum of three years following final payment or termination of this Contract. Consultant will include a provision consistent with this Section 4.1 in its contracts with the Subconsultants.

4.2 All drawings, specifications, and other work product of Consultant that result from this Contract ("Work Product") will be provided to Owner upon request and will be considered the exclusive property of Owner. If any of the Work Product contains intellectual property of the Consultant or the Subconsultants that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Consultant hereby grants Owner a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so for the benefit of Owner, all such Work Product. Consultant will include a provision consistent with this Section 4.2 in its contracts with Subconsultants.

ARTICLE 5. INDEMNIFICATION.

5.1 Consultant will indemnify Owner from, for and against suits, actions, awards, penalties, liabilities, claims, judgments, economic and noneconomic damages, injuries, losses and expenses, arising out of or resulting from performance of the Services, but only to the extent caused by or resulting from (i) the negligent or other wrongful acts or omissions of the Consultant, a Subconsultant, anyone directly or indirectly employed by them or anyone for whose acts or omissions they are responsible or (ii) the failure of any such person or entity to perform as required by this Contract. Consultant will require each Subconsultant to provide an indemnity, enforceable by and for the benefit of the Indemnitees, to the same extent required of Consultant in this Section.

5.2 Owner will indemnify Consultant from, for and against suits, actions, awards, penalties, liabilities, claims, judgments, economic and noneconomic damages, injuries, losses and expenses, arising out of or resulting from (i) Owner's negligent or other wrongful acts or omissions or the negligent or other wrongful facts or omissions of anyone directly or indirectly employed by Owner or anyone for whose acts or omissions Owner is responsible, or (ii) the failure of any such person or entity to perform as required by this Contract.

ARTICLE 6. INSURANCE.

6.1 Consultant and the Subconsultants will comply with the terms of Exhibit D.

ARTICLE 7. ASSIGNMENT.

7.1 Except as provided otherwise in this Contract with respect to Subconsultants, Consultant will not assign this Contract, in whole or in part, or any rights or obligations hereunder, without the prior written approval of Owner, and any attempted assignment in violation hereof will be null and void. Owner may assign this Contract, in whole or in part, to any person or entity, upon written notice to Consultant.

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

ARTICLE 8. INDEPENDENT CONTRACTOR; SAFETY.

8.1 Consultant will perform the Services as an independent contractor and employing unit. Although Consultant will perform the Services for the benefit of Owner, and although Owner reserves the right to adjust the Schedule and to evaluate the quality of the completed performance, Owner does not control the means or methods of Consultant's performance. Consultant is solely responsible for determining the appropriate means and methods of performing the Services, and Consultant's liability therefor will not be diminished by any review, approval, acceptance, use or payment for the same by Owner or any other party.

8.2 Consultant will be responsible for remittance of all federal, state and local taxes applicable to any compensation or payments paid to Consultant under this Contract.

8.3 Consultant agrees to provide Owner notice of any claim made against Consultant by any third party for acts or omissions related to, or that may impact the completion of, the Services.

8.4 Consultant will be responsible for the safety of its employees and those of the Subconsultants, and will take all reasonable precautions to prevent personal injury, death and property damage resulting from the Services and its acts and omissions and those of the Subconsultants under this Contract.

ARTICLE 9. TERMINATION FOR CAUSE; SUSPENSION OF SERVICES.

9.1 Either Owner or Consultant may terminate this Contract upon written notice should the other party fail substantially to perform in accordance with the terms of this Contract through no fault of the party initiating the termination. The written notice shall include an opportunity for the other party to cure the substantial non-performance within ten (10) business days. If the receiving party cures the non-performance to the other party's satisfaction, the termination will be null and void, and the Contract will continue in effect.

9.2 In any circumstance in which Owner or Consultant is entitled under this Section to terminate this Contract, that party instead may suspend the performance of the Services upon written notice to the other party. In the event of such suspension, Owner will pay Consultant for Services performed prior to the suspension. Upon resumption of the Services following a suspension hereunder, the amount of compensation to be paid to Consultant and the period of time for performance of the Services will be equitably adjusted. Nothing in this Section 9.2 will remove or reduce Consultant's liability for damages resulting from its performance failures, if any, prior to any suspension of the Services under this Section. Either party's exercise of its right to suspend performance of the Services under this Section 9.2 will not limit its rights, if any, to terminate this Contract under Section 9..

9.3 Following a termination of this Contract, Consultant will wind down and cease performing the Services as quickly and efficiently as possible, without performing unnecessary services or activities, and will deliver to Owner all Work Product that is or would have been deliverable had this Contract been completed. Consultant will also assign to Owner all contracts with Subconsultants as directed by Owner. Consultant will include in its contracts with the Subconsultants provisions providing for such assignment.

9.4 The rights and remedies of Owner and Consultant provided in this Article 9 are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract. All rights and remedies of Owner and Consultant will be cumulative and may be exercised successively or concurrently.

ARTICLE 10. FORCE MAJEURE.

10.1 Neither Owner nor Consultant will be held responsible for delay or default to the extent caused by fire, riot, an Act of God, war, terrorist attack or other cause beyond, respectively, Owner's or Consultant's reasonable control.

ARTICLE 11. HAZARDOUS MATERIAL AND OTHER SPECIAL CONDITIONS AND CIRCUMSTANCES.

11.1 If Consultant or a Subconsultant is performing the Services on the Project site and becomes aware of an actual or suspected condition or circumstance at the Project site that (1) may harm property or persons (such as hazardous materials released on the Project site) or (2) could be harmed by activities at the Project site (such as an archaeological site or wetlands located on the Project site), then Consultant will immediately cease its activities and those of the Subconsultants in that vicinity of the Project site, will immediately notify Owner by the most expeditious means with prompt written confirmation, and will not resume its activities or those of the Subconsultants in that vicinity until directed by Owner to do so.

ARTICLE 12. PROJECT ACCESS.

12.1 Owner will have no responsibility for the loss, theft, disappearance of or damage to equipment, tools, materials, supplies, and other personal property of Consultant or the Subconsultants or their respective employees.

ARTICLE 13. CONFIDENTIALITY; PUBLICITY.

13.1 Consultant agrees that it will not, without the prior and specific written approval of the Owner, divulge, disclose, communicate, publish or otherwise make available to any third parties not involved in the Project any Confidential Information nor will it use any Confidential Information on any other project or for any other purpose other than the performance of the Services. "Confidential Information" will mean all oral and written non-public, confidential or proprietary information, including, but not limited to, disclosures, analyses, data, studies, models, designs, drawings, plans, permits, business plans and proposals, feasibility studies, economic data, market data, concepts, trade secrets, know-how, processes and other technical or business information, land ownership and rights, and any other information related to the Project, prepared by Owner, its affiliates, or others, which contain or otherwise reflect such Confidential Information. No information is Confidential Information without written designation provided to Consultant identifying information with specificity as Confidential Information. Confidential Information will not include any information in Consultant's possession that: (i) was lawfully in the possession of Consultant prior to the date of this Contract; (ii) is or becomes available to the public other than through a violation of this Contract; (iii) is given to Consultant by a third party who has no obligation to keep such information confidential; or (iv) is approved for disclosure in writing by Owner. Consultant's obligations under this Section will continue for a period of three (3) years from the date of the last disclosure to Consultant of Confidential Information. Consultant will include a provision consistent with this Section in its contracts with the Subconsultants that binds such Subconsultants in the same way and to the same extent as Consultant is bound by this Section.

13.2 The Consultant shall have the right to include photographic or artistic representations of the design of the Project among the Consultant's promotional and professional materials. The Consultant shall be given reasonable access to the completed Project to make such representations. However, the Consultant's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Consultant in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Consultant in the Owner's promotional materials for the Project. This Section 13.2 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Article 9.

ARTICLE 14. CLAIMS, MEDIATION, ARBITRATION, LIENS AND ATTORNEYS' FEES.

14.1 Notice of Claims. Consultant will give reasonably prompt written notice to Owner of any claim, dispute or other matter in question.

14.2 Mediation; Consolidated Mediation. Unless a party must file a demand for arbitration in order to comply with Section 14.4, any claim, dispute or other matter in question arising out of or related to this Contract will be subject to mediation as a condition precedent to arbitration. The mediation will be conducted in accordance with the mediation rules of the Arbitration Service of Portland, Inc. ("ASP") then in effect. The request for

mediation will be filed in writing with the other party to this Contract and with ASP. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation will proceed in advance of arbitration and the arbitration will be stayed pending mediation for a period of 60 days from the date of filing unless stayed for a longer period by agreement of the parties or court order. The parties will share the mediator's fee and any filing fees equally.

14.3 Arbitration; Litigation; Consolidated Arbitration. Any claim, dispute or other matter in question arising out of or related to this Contract not resolved in mediation will be decided by arbitration. The arbitration will be conducted in accordance with the arbitration rules of the Arbitration Service of Portland, Inc. ("ASP") then in effect. The demand for arbitration will be filed in writing with the other party to this Contract and with ASP. The parties will mutually select the arbitrator and the rules applicable to the arbitration process. If the parties cannot agree on the choice of an arbitrator, the parties will allow ASP to appoint an arbitrator.

14.4 Limitations Period. A demand for arbitration by either party will be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event will it be made after the date when institution of court litigation based on such claim, dispute or other matter in question would be barred by the applicable period of limitations. The maximum amount of time for all claims will be ten (10) years from the date of "Substantial Completion." Substantial Completion shall be the date on which Consultant sends a final invoice for Services. The date of Substantial Completion will not be modified based on any work performed by Consultant after the date of the final invoice for services.

14.5 Services to Continue. Consultant will continue performing the Services and maintain its progress during any mediation, arbitration or litigation proceedings.

14.6 Forum. The forum for resolving any and all claims, disputes or other matters in question arising out of or relating to this Contract, whether by mediation, arbitration or litigation, will be commenced and prosecuted in Portland, Oregon. Consultant will include a provision similar to this Section 14.6 in each of its contracts with the Subconsultants.

14.7 Attorneys' Fees. In the event of any arbitration or trial court suit or action between or involving the parties arising out of or relating this Contract or the breach thereof, to obtain an interpretation of or enforce any provision of this Contract, to rescind this Contract, or to enforce or collect any award obtained during arbitration or any judgment or decree of any court relating to this Contract, the prevailing party will be entitled to recover its attorneys' and expert witnesses' fees and related costs, disbursements and expenses incurred before and during the arbitration, at trial, on review for appeal, on appeal, on request for reconsideration and on reconsideration, regardless of when reconsideration is requested or granted, as the arbitrator(s) or court may adjudge reasonable.

14.8 Removal of Subconsultant Liens. Within ten (10) days after Owner's demand, Consultant at its expense will remove from the Project and Project site any mechanics' or design professionals' lien filed by a Subconsultant of Consultant or any other person or entity claiming an amount due for labor, services, materials or equipment furnished for the Project. Consultant will remove such lien by payment, settlement or lien release bond pursuant to applicable law. If Consultant fails or refuses to perform its obligations under this Section 14.8, Owner may do so at Consultant's expense. This Section 14.8 will not apply to the extent a lien claim was filed due to Owner's failure to pay amounts due under this Contract.

ARTICLE 15. WAIVER.

15.1 The failure of either party to enforce any provision of this Contract will not constitute a waiver by that party of that or any other provision of this Contract.

ARTICLE 16. NOTICES.

16.1 Any notice or other communication regarding this Contract will be served in one of the following manners:

- (1) personal delivery;
- (2) facsimile transmission;
- (3) email with confirmed receipt; or
- (4) delivery by courier or messenger service that maintains records of its deliveries.

ARTICLE 17. GOVERNING LAW.

17.1 The laws of the State of Oregon will govern this Contract.

ARTICLE 18. SEVERABILITY.

18.1 Owner and Consultant agree that if any term or provision of this Contract is determined to be illegal, in conflict with any law, void or otherwise unenforceable, and if the essential terms and provisions of this Contract remain unaffected, then the validity of the remaining terms and provisions will not be affected and the offending provision will be given the fullest meaning and effect allowed by law.

ARTICLE 19. SURVIVAL.

19.1 All rights and obligations set out in this Contract and arising hereunder will survive the termination of this Contract (i) as to the parties' rights and obligations that arose prior to such termination and (ii) as is necessary to give effect to rights and obligations that arise after such termination but derive from a breach or performance failure that occurred prior to the termination.

ARTICLE 20. ENTIRE CONTRACT.

20.1 This Contract constitutes the entire, legally-binding contract between the parties regarding its subject matter. No waiver, consent, modification or change of terms of this Contract will bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, will be effective only in the specific instance and for the specific purpose given. This Contract supersedes any and all prior or contemporaneous understandings, agreements, or representations, whether oral or written, not specified herein. No documents referenced, referred to, or incorporated into any exhibit to this Contract is incorporated into this Contract unless specifically referenced in this Contract and included herein.

EXHIBIT A
SCOPE OF SERVICES

Scope of Services to the Professional Services Agreement dated May 17, 2022 with respect to the project Knappa School District Capital Bond Program – Preconstruction Services located at 41535 Old Highway 30 Astoria, Oregon 97103

Project consists of an addition of a new 6,800 sf gym facility, addition of a wing with three standard classrooms, one science lab, and one common area for middle school students as well as restrooms (6,825 sf), renovation of Hilda Lahti Elementary common spaces (office, library, counseling offices), safety/security updates including addition of fire sprinklers at Knappa High School and Hilda Lahti Elementary, roofing and building envelope replacement at Hilda Lahti Elementary, addition of space for a Pre-K program, some classroom refresh work, removal of current portable classrooms, and updates to building systems (electrical, HVAC, plumbing). Seismic renovations are not included in this contract at this time.

1.0 General Administration - Consultant will provide overall project management services including:

- 1.1 Understanding, developing, and assisting in managing the project objectives
- 1.2 Attending and providing consult at owner update meetings
- 1.3 Overseeing, advising, and reporting on the project budget
- 1.4 Tracking, documenting, and driving for resolution of project issues
- 1.5 Developing, managing, and driving the project schedule
- 1.6 Reviewing and recommending disposition of invoices

2.0 Programming, Planning, Design – Consultant shall oversee and assist in the programming and design phase including:

- 2.1 Reviewing due diligence performed or coordination for other necessary due diligence (i.e. geotechnical report, topographic survey, preliminary test fits, wetland reports, and any other due diligence) and making recommendations to the project team
- 2.2 Draft project charter and performance specification
- 2.3 Procure design/build services providing outreach services to solicit designers/contractors, participate in the interview process, make recommendations for award
- 2.4 Oversee design team progress and provide feedback, direction, and leadership in alignment with project objectives
- 2.5 Facilitate resolution of project issues
- 2.6 Monitor and drive design schedule to ensure design deliverables are achieved
- 2.7 Facilitate and drive the budget and scope alignment process
- 2.8 Oversee and assist design team in securing jurisdictional approvals, permits and coordinate with the necessary agencies as needed

3.0 Preconstruction – Consultant shall provide alignment on project objectives, scope of services, and priorities of effort during the preconstruction phase. This work includes the following services:

- 3.1 Attend Owner-Contractor meetings
- 3.2 Oversee and review the Contractor sub-trade bidding plan
- 3.3 Establish communication procedures between the team as necessary
- 3.4 Implement processes to meet project objectives
- 3.5 Oversee and review the Contractor's schedule development
- 3.6 Lead, monitor, and guide the communication culture among the team

EXHIBIT B

FEE PROPOSAL/HOURLY RATES/REIMBURSABLE EXPENSES

Scope of Services to the Professional Services Agreement dated May 17, 2022 with respect to the project Knappa School District Capital Bond Program – Preconstruction Services located at 41535 Old Highway 30 Astoria, Oregon 97103

1.0 Hourly Rates – The following hourly rates shall apply to the duration of the Agreement

Classification	Hourly Rate 2021	Hourly Rate 2022	Hourly Rate 2023
Project Executive	145	148	153
Senior Project Manager	180	185	191
Project Manager	160	165	170
Project Coordinator	130	134	138

2.0 Materials

- 2.1 Reimbursable expenses will be billed at actual cost monthly. This is in addition to the estimated Fee Proposal stated in Exhibit B.
- 2.2 Reimbursable expenses may include but not necessarily limited to cell phone charges for staff assigned to the project, delivery charges, messenger charges, postal fees for project-related costs, reproduction (printing, copying) and any project-related travel expenses (overnight stay, mileage, transportations, airfare, subsistence).

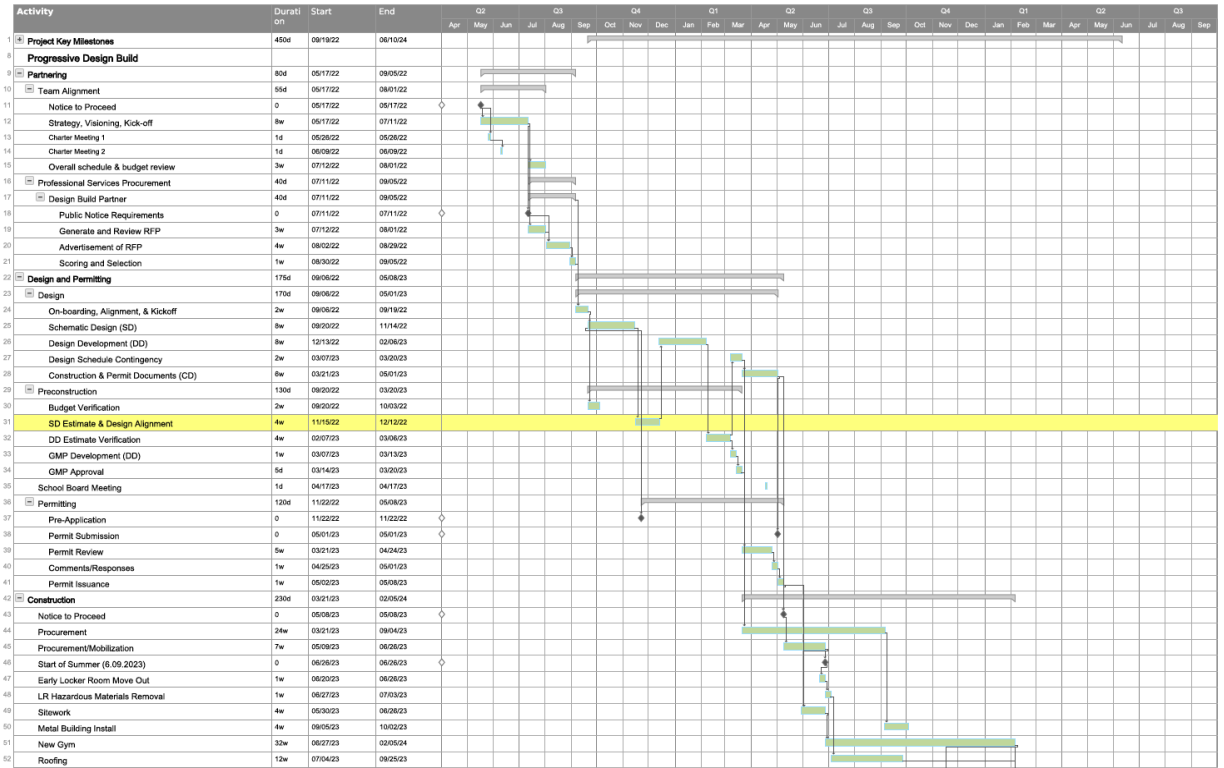
EXHIBIT C

SCHEDULE

Knappa School District Project Schedule...



Contract Schedule



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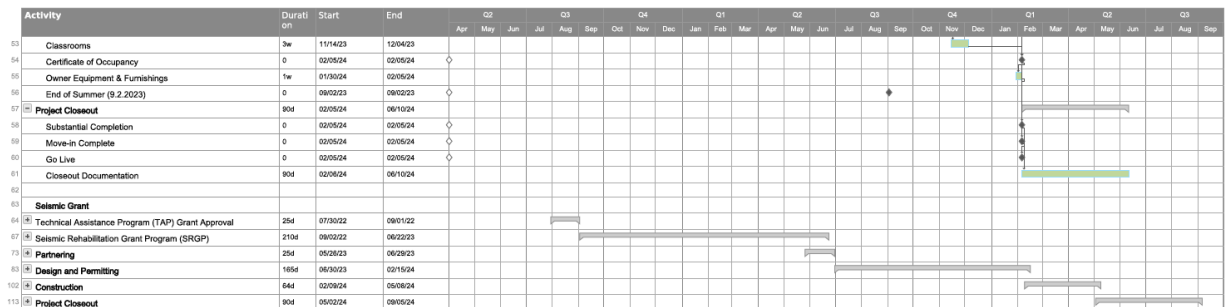


EXHIBIT D

INSURANCE

At all times during the term of this Contract, Consultant shall maintain, on a primary basis and at its sole expense, the following insurance types, limits, and endorsement(s) noted below. Consultant shall obtain this insurance from insurance companies or entities that are authorized to provide insurance in Oregon.

1. **Workers' Compensation insurance** in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage for all their subject workers, unless exempt under ORS 656.027.

☒ Required by Law or ☐ Consultant is exempt. Certified by Consultant: _____
Authorized Signature

2. **Commercial General Liability (CGL) insurance** on an occurrence basis with a combined single limit of not less than **\$1,000,000** each occurrence, **\$2,000,000** general aggregate. Consultant shall endorse the following as an additional insured on the CGL policy: **Knappa School District and each of their respective officers, agents, and employees.**

☒ Required by Client or ☐ Waived by Client

3. **Automobile Liability insurance** with a combined single limit of not less than **\$1,000,000**, each accident, covering all owned, non-owned, or hired vehicles. If Consultant does not own any automobiles, Consultant agrees to maintain coverage for hired and non-owned automobiles.

☐ Required by Client or ☒ Waived by Client

4. **Professional Liability insurance** with a combined single limit of not less than **\$1,000,000** against liability arising from the Consultant's professionally negligent acts, malpractice, errors, or omissions related to this Contract.

☒ Required by Client or ☐ Waived by Client

5. **Policy Changes and Cancellation.** There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without written notice from the Consultant or its insurer(s) to Prosper Portland.

6. **Certificates of Insurance.** Within 30 days of an executed consultant, Consultant must transmit certificates evidencing the type and amounts of insurance required by this Contract to Client point of contact. Consultant shall pay for all deductibles, self-insured retention and self-insurance, if any.

Knappa School District #4
Board Meeting Background Information

☐ Policy
☐ Financial
☐ Discussion

☐ Vision & Goals
☐ Information
☐ Resolution

☐ Capital Projects
☒ Employee Contracts

Item Title: Establishment of Juneteenth as Paid Holiday

Presenter: Bill Fritz, Ph.D., Superintendent

Background Information Related to this Issue:

In early June of 2021, the United States and Oregon both declared June 19th as a new holiday to honor the emancipation of slavery in the United States. This occurred well after contracts were settled with our Associations and were signed and approved with our administrators and non-represented staff. A recent survey of personnel directors in Oregon School Districts showed that a vast majority of Districts were providing Juneteenth as a paid holiday. Given the need to treat our employees equitably with similarly situated school employees in Oregon, and due to the significance of this new holiday, the superintendent and staff support addition of Juneteenth as a paid holiday for those who work that day. This year, Juneteenth occurs on a Sunday, so it would be celebrated on Monday June 20th. This affects no teachers, a couple of classified staff (maintenance, custodial, bus mechanic, etc.), and several non-represented personnel. This impacts less than fifteen district employees.

Background (con't)**Financial Impact:**

No additional cost to the District.

Recommended Action:

It is the recommendation of the Superintendent that Juneteenth be approved as a paid holiday for employees for whom June 19th would fall within their work calendar, and that he be authorized to amend contracts accordingly and/or negotiate such with applicable bargaining units.